

EXHIBIT F



KUBOTA CREDIT CORPORATION, U.S.A.

**RETAIL INSTALLMENT CONTRACT
CONSUMER USE ONLY**

Account Number 40645061

State Governing Law **MICHIGAN**

MEANING OF SOME WORDS. You have been offered the opportunity to purchase products and services for the selling price and by signing below have agreed to pay the selling price plus a finance charge under this Retail Installment Contract. In this Retail Installment Contract (this "Contract"), "you" and "your" mean anyone who signs this Contract as "Buyer." The words "we," "us" and "our" mean Seller or, if Seller assigns (sells) this Contract to it, Kubota Credit Corporation, U.S.A. In this Contract, the word "Property" means the equipment and goods purchased by you and delivered by Dealer (see Description of the Property purchased below). Services purchased are also listed below. If there is more than one Buyer, each will be obligated, separately and together, to pay all sums due and to keep all promises made to us in this Contract. This Contract is between Seller and Buyer. All disclosures have been made by Seller.

Description of Property Purchased

Qty	N/U	Make	Model	Description w/attachments	Serial Number	Selling Price
1	NEW	KUBOTA	BX2670TV	4WD TRA W/RIGID ROPS/DR LVL	13005	\$ 13,600.00
1	NEW	KUBOTA	LA243A	LDR FOR NEW BX2370/2670 SERIE	B9608	\$ 2,300.00
1	NEW	LAND PRIDE	RTA1258	58" LT DUTY FWD ROTARY TILLER	867866	\$ 2,000.00
1	NEW	KUBOTA	BX2750D	50" FRONT MOUNT SNOWBLOWE	21110593	\$ 4,100.00
						\$
1 st Yr Used	Trade-in Description		Trade-in Make	Trade-in Model	Trade-in Serial Number	Trade-In Allowance
						\$ 0.00
						\$ 0.00
						\$ 0.00

Optional Extended Warranty: (Not applicable unless checked) With your purchase of Property, you have elected to purchase an Optional Extended Warranty for \$ _____ to cover _____. This Optional Extended Warranty is not required to obtain credit. This Optional Extended Warranty will be in effect for _____.

SELLER: MICHIGAN SALES & EQUIPMENT, INC. 1550 W. WASHINGTON ST. MARQUETTE MI 49855
Name _____ Address _____

Buyer: MARVIN DAWSON 7113 GRAAL SHORES S.S RD
Name _____ Street or Route _____
RAPID RIVER DELTA MI 49878
City or Town _____ County _____ State _____ Zip Code _____

Co-Buyer: _____
Name _____ Street or Route _____
City or Town _____ County _____ State _____ Zip Code _____

Truth in Lending Disclosure Statement

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 0.00 %	The dollar amount the credit will cost you. \$ 0.00	The amount of credit provided to you or on your behalf. \$ 23,350.00	The amount you will have paid after you have made all scheduled payments. \$ 23,350.00	The total cost of your purchase on credit, including your downpayment of 0.00 \$ 23,350.00

YOUR PAYMENT SCHEDULE

No. of Payments	Amount of Payments	When Payments Are Due
59	389.17	Monthly beginning on 08/23/2014
1	388.97	07/23/2019

Late Charge: If a payment is late at least 10 days, you will be charged 5% of the payment or \$10.00, whichever is less.

Security: You are giving a security interest in the goods being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Property Insurance: You may purchase required property insurance through any person of your choice that is acceptable to us. If you choose to purchase property insurance through us, the cost will be \$ 1,370.00 for the original term of this Contract.

Other Information: Refer to the rest of this Contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

CREDIT LIFE INSURANCE IS NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU COMPLETE A SEPARATE APPLICATION FOR CREDIT INSURANCE, MEET THE ELIGIBILITY REQUIREMENTS AND AGREE TO PAY THE ADDITIONAL COST. Your decision to buy or not to buy credit life insurance through us is not a factor in our approval for this extension of credit. Credit insurance is designed to reduce or pay off the insured balance of your loan if you die. If you chose to protect your loan with credit insurance a copy of the application/certificate outlining the terms and conditions of the program will be provided to you with your loan documents. Credit insurance is voluntary and may be cancelled at any time.

Promise To Pay And Contract Terms Begin On Next Page

RECEIVED AUG 04 2014



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ITEMIZATION OF AMOUNT FINANCED	
1. CASH PRICE	
a. Cash Sale Price of Property	\$ 22,000.00
b. Sales Tax	\$ 1,320.00
c. Fuel	\$ 0.00
d. Delivery Fee	\$ 0.00
e. Setup Fee	\$ 0.00
f. Tire / Battery Tax	\$ 0.00
g. Total Cash Price (Amounts on line 1a thru 1f)	\$ 23,320.00
2. DOWNPAYMENT	
a. Cash Downpayment	\$ 0.00
b. Your Trade-in allowance(s): (See Page 1)	\$ 0.00
c. Less:	
i. Amount Owing:	\$ 0.00
Paid To:	
ii. Amount Owing:	\$ 0.00
Paid To:	
iii. Amount Owing:	\$ 0.00
Paid To:	
d. Net Trade-in (Amounts on line b-c(i)-c(ii)-c(iii))	\$ 0.00
e. Manufacturer's Rebate	\$ 0.00
f. Dealer Credit	\$ 0.00
g. Total Down Payment (Amounts on line 2a + 2d + 2e + 2f)	\$ 0.00
3. UNPAID BALANCE OF CASH PRICE	
(Amount on line 1g - Amount on line 2g)	\$ 23,320.00
4. ADDITIONAL AMOUNTS PAID	
a. Paid to Public Officials	
i. For Filing:	\$ 30.00
ii. For Release:	\$ included in Filing Fee
iii. For Titling and Registration:	\$ 0.00
iv. _____:	\$ 0.00
b. To: _____	
For: _____	\$ 0.00
c. To: _____	
For: _____	\$ 0.00
d. To: _____	
For: _____	\$ 0.00
e. To: _____	
For: _____	\$ 0.00
f. To: Dealer	
For: Documentary Fee	\$ 0.00
g. To: _____	
For: Optional Extended Warranty	\$ 0.00
h. To: _____	
For: Property Insurance	\$ 0.00
i. To: _____	
For: Credit Life Insurance	\$ N/A
j. Total Additional Amounts Paid (Amounts on line 4a(i) thru (iv)+4b thru 4i)	\$ 30.00
5. LESS PREPAID FINANCE CHARGE	
	\$ 0.00
6. AMOUNT FINANCED	
(Amounts on line 3 + 4j - 5)	\$ 23,350.00

A substantial portion of the amounts in 4b thru 4i may be paid to or retained by us.



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- 1. PROMISE TO PAY AND PAYMENT TERMS.** You promise to pay us the Amount Financed plus any prepaid finance charge disclosed in the Itemization of Amount Financed plus a finance charge (time price differential) on the unpaid amount until paid in full. We will assess a finance charge at the rate of 0.00 % per annum (the "Contract Rate") until paid in full unless otherwise changed below. The finance charge will begin to accrue on 07/23/2014. The Contract Rate will change to N/A % per annum beginning in the N/A month of this Contract, and continue at that rate until the balance due under this Contract is paid in full. When we calculate the finance charge, every year shall have 365 days. You promise to pay a finance charge at the Contract Rate on the unpaid amount ("Principal Balance") under this Contract until it is paid in full. You promise to make payments in the number, amount(s) and at the time(s) shown in Your Payment Schedule. Early payments may decrease the total amount you pay; late payments may increase the total amount you pay. We will apply each payment on the date of its receipt. Unless we agree differently in writing, or the law requires otherwise, payments will be applied in the following order: (1) Accrued unpaid finance charge, (2) Principal due as of the payment date, (3) Late charges, (4) Other amounts owed to us including dishonored check charges and Advances to Protect the Property, (5) Outstanding Principal Balance. If on the final payment date shown on page 1 you still owe amounts under this Contract, you will pay those amounts in full on the final payment due date. You will make all payments to Kubota Credit Corporation, U.S.A., PO Box 0559, Carol Stream, IL 60132-0559 or any other address to which we later tell you (in writing) to send your payments. We do not intend to charge or collect anything more than the law allows. If we charge or collect anything more than the law allows, we will apply the excess first to the unpaid scheduled monthly payments, and we will refund any excess if you have paid in full all amounts you owe under this Contract. Any amount applied to unpaid scheduled monthly payments will be treated as a partial prepayment.
- 2. LATE CHARGE; DISHONORED CHECK CHARGE.** You agree to pay a late charge as provided in the Truth in Lending Disclosure Statement on page 1. If a check, draft, or electronic transfer you give us for payment on your account is not paid or is dishonored by your financial institution, you will pay us a dishonored check charge of \$25.00, to the extent permitted by law and after we give you any notice required by state law.
- 3. YOUR RIGHT TO PREPAY.** You have the right to make payments at any time before they are due without penalty. Unless we agree differently in writing, or the law requires otherwise, any prepaid amounts will be applied in the order provided for regular payments in Section 1 of this Contract. Prepaid finance charges are earned in full at closing and will not be refunded in event of prepayment or default, unless required by state law.
- 4. OUR SECURITY INTEREST.** To secure payment of all sums due or which become due under this Contract, and your performance of all other terms of this Contract, you grant us a security interest in (1) the Property, and all current and future accessions, attachments, accessories, and additions, (2) your rights to refunds of premiums for and payments under, and proceeds of any insurance purchased under this Contract, (3) any substitutions or replacements of the foregoing, and (4) proceeds and products of all of the foregoing (collectively, the "Collateral"). Our security interest shall remain in effect until you have paid in full all amounts due under this Contract. You will pay any filing or recording fees necessary and sign any documents for us to get and keep in force our first priority security interest, and any release, discharge or termination fees, after the Contract is paid in full. You authorize us to sign and file financing statements covering the Collateral without your signature. You authorize us to sign and file a copy of this Contract as a financing statement.
- 5. LOCATION OF PROPERTY.** Until all amounts owed under this Contract are paid in full, you promise that the Property will be located at the address at the top of this Contract ("Your Address"). You promise not to move the Property from Your Address without our written permission.
- 6. REQUIRED INSURANCE.** You agree to maintain insurance on the Property ("Required Insurance") at your expense until all amounts owed under this Contract are paid in full. This insurance is to be in amounts and types required by us and must be issued by a financially responsible insurance company acceptable to us. You will name our assignee, Kubota Credit Corporation, U.S.A., as a non-contributory loss payee on this insurance policy and will provide us with satisfactory proof of insurance upon request. You have the right to purchase insurance or provide existing coverage through any insurance company or agent of your choice that is reasonably acceptable to us.

In the event of a loss to the Property, you shall give prompt notice to us and the insurance carrier. If you fail to promptly notify or make proof of loss to the insurance carrier, we may do so on your behalf. We may, if we want, use any insurance proceeds to reduce any amounts owing under this Contract. You authorize us to adjust your losses, and sign your name to any check, draft or other papers necessary to obtain such insurance payments. You authorize any insurer to pay us directly. If insurance proceeds paid to us do not pay off all amounts you owe us under this Contract in full, you are responsible for the balance.

You are giving us a security interest in the Property. You are required to maintain insurance on the Property to protect our interest. If you fail to provide evidence of insurance on the Property to us, we may place insurance on the Property and you are responsible for the cost of the insurance we place on the Property. You agree that any insurance we purchase may be for the protection of only our interest in the Property, may not fully protect you in the event of a loss, and may be for such reasonable period as we determine. If we decide, in our sole discretion, to obtain insurance, we will notify you of that fact. You understand that the insurance premiums may be higher if we must purchase the insurance than might be the case if you had purchased the insurance.

If you have chosen to finance the purchase of insurance on the Property under this Contract you may cancel this insurance at any time. If you cancel this insurance, you must have other insurance coverage that complies with the terms of the Contract. Upon cancellation of your original insurance, you will receive a short rate premium refund which reflects the period during which the insurance was in effect and the administrative expense in placing this insurance or such other amount as required by law. See your insurance documents for information regarding cancellation.

You agree that we or one of our affiliates may earn a fee or commission in connection with placement of any insurance sold in connection with this Contract to the extent permitted by law. You authorize us to release to third parties any information necessary to monitor the status of insurance on your Property, and to get the insurance described in this Contract.

INSURANCE FOR BODILY INJURY, LIABILITY, PROPERTY DAMAGE TO OTHERS, PUBLIC LIABILITY OR FINANCIAL RESPONSIBILITY LAWS IS NOT INCLUDED IN THIS TRANSACTION.

7. CARE OF THE PROPERTY. You agree that:

A. **Use of the Property.** You will keep the Property in your possession and in good condition and repair. You will use the Property only for its intended and lawful purposes.

B. **No Sale.** You will not sell or transfer any rights in the Property without getting our permission in writing first.

C. **Taxes and Assessments.** You will pay when due any taxes, fees, expenses, and assessments on or against the Property.

D. **Our Right to Inspect.** You will provide us reasonable access to inspect the Property. If your Property is on rented property, you authorize us and your landlord to exchange information about our security interest in your Property and past due payments on this Contract or your lease.

E. **Limited Power of Attorney.** You grant us and any corporate officer designated by us a limited power of attorney, which cannot be cancelled, to sign any documents reasonably necessary to register or perfect our security interest in the Collateral, or to insure, protect, sell or otherwise deal with the Collateral in the event of your default. This power of attorney may not be used for a confession of judgment. You authorize us to sign your name to any document as necessary to collect proceeds of Required Insurance due us.

8. DEFAULT. You will be in default on this Contract if: (1) you fail to make when due any payment under this Contract; or (2) you do not do anything this Contract requires of you.

9. REMEDIES. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Our remedies include but are not limited to the following:

A. **Entire Balance Due Immediately.** We may demand that you pay us in full all amounts you owe under this Contract.

B. **Advances to Protect the Property.** We may, but are not required to, (1) pay taxes, insurance premiums, fees, expenses, charges or assessments relating to the Property, (2) satisfy liens on, or (3) make repairs to the Property if you have not done so as required in this Contract. Any amounts we pay may be added to the balance you owe us and will be secured by the Collateral or we may demand that you repay these amounts immediately. We will assess finance charge at the Contract Rate on any such amounts not repaid immediately by you to the extent permitted by law.

C. **Collection Costs: Attorney's Fees.** You will pay our reasonable expenses for collecting amounts you owe us, including, without limitation, court costs, reasonable attorneys' fees and all other reasonable expenses we incur, to the extent permitted by applicable law.

D. **Repossession.** We may repossess the Property if you are in default. You agree that we can peaceably come onto your property to do this. We can ask you to give us the Property at a reasonably convenient place. You agree to give us the Property if we ask.



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Any money received from the disposition of the Property will be used to pay costs and expenses you owe and then to pay the amount you owe on the Contract. If there is money remaining, we will pay it to you. If there is not enough money from the sale to pay what you owe, you agree to pay that amount except where prohibited by law. You also agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Property as may be allowed by law.

E. Cancel Financed Insurance. We may cancel any insurance we financed for you, obtain a refund of unearned premiums, and apply it against amounts owing under this Contract.

F. Cumulative Remedies. By choosing any one or more of these remedies, we do not lose our right to later use one or more other remedies, except as limited by applicable law. Exercise of any one or more remedies against one or more of you will not prevent us from pursuing any other remedy or remedies against any one or more of you in the future. If we do not act on any default, we do not give up our right to later treat that type of event as a default.

10. OTHER TERMS AND CONDITIONS. You agree (A) that if you are married, and residing in a community property state, both your community property and separate property will be liable for all payments due under this Contract; (B) that you waive all marital rights, homestead exemption and other exemptions relating to any property in which you granted us a security interest; (C) that to correct clerical errors, or to facilitate our sale of any interest in this Contract to an investor, or to further the intent of the transaction as contemplated, within fifteen (15) days of our request, to the extent permitted by law, you will (i) execute, or initial, and deliver to us any documents we require, and (ii) cooperate and take any actions we reasonably request.

11. OBLIGATIONS INDEPENDENT. Each of you who signs this Contract is responsible independently to pay all amounts which are due or become due under it and to keep the other promises made in this Contract.

12. WAIVER. Unless the law or this Contract provides otherwise, we are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or (3) give notice that we intend to make, or are making, this Contract immediately due.

13. CREDIT INFORMATION. We may investigate your credit history and credit capacity in connection with opening, updating, modifying, extending, and/or collecting your account, and share information about you and your account with credit reporting agencies. We also may verify your employment, income, assets, and debts; and anyone receiving a copy of this Contract is hereby authorized to release such information to us.

14. LAW THAT APPLIES TO THIS CONTRACT. This Contract is governed by the applicable laws of the state of Your Address. This Contract is not subject to Article 3 of the Uniform Commercial Code and is not a negotiable instrument.

15. ARBITRATION AGREEMENT.

A. Mandatory Arbitration: Unless otherwise stated in this Contract, any "Dispute" shall, at the election of Buyer, Seller or Seller's Assignee ("the Parties"), be resolved by a neutral, binding arbitration, and not by a court of law. This procedure includes any Dispute over the interpretation, scope, or validity of this Contract, this arbitration agreement or the arbitrability of any issue, with the sole exception of the Parties' waiver of any right to bring a class action or to participate in a class action as provided for under Paragraph G, which shall be solely determined by the appropriate court, if necessary. This arbitration agreement applies to the Parties, including their respective employees or agents, as to all matters which arise out of or relate to this Contract or are in any way connected with the purchase and sale or financing of the Property, or any resulting transaction or relationship.

B. Dispute: The term "Dispute" means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related to the Contract, the sale of the Property, financing, origination, servicing, service contract, collection, reporting, or any other aspect whatsoever of the past, present, or future relationship or conduct of the Parties. The term "Dispute" includes, without limitation: claims under federal or state consumer protection laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; any other past, present or future claims, counterclaims, cross-claims, third party claims, inter-pleaders or otherwise; and any claim relating to the interpretation, applicability, enforceability or formation of this arbitration agreement, including but not limited to, any claim that all or part of this arbitration agreement, except Paragraph G, is void, voidable or unconscionable.

C. Facts about Arbitration: Arbitration is a process in which a neutral arbitrator decides a dispute instead of a judge or jury. Each side has an opportunity to present some evidence to the arbitrator. A Party's ability to discover things may be limited. Arbitration proceedings are private and less formal than court trials. Other rights that the Parties might have in court might not be available in arbitration. The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit. An arbitrator issues an award. The arbitrator shall be an attorney or a retired judge and shall be selected in accordance with the applicable rules. A court may then enforce the award like a court judgment. A court rarely overturns an arbitrator's decision. You can obtain information about arbitration at the website of the American Arbitration Association ("AAA") (www.adr.org).

D. Rules: Except as otherwise provided herein, any arbitration will be administered by the AAA. The AAA rules may be obtained by mail from 1633 Broadway, 10th Floor, New York, New York 10019, or by telephone at 800-778-7879, or on the internet at www.adr.org. In the event the AAA is unable or unwilling to serve as the arbitration administrator and the Parties cannot mutually agree upon a substitute, a substitute administrator and/or arbitrator shall be appointed in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. ("FAA"). The arbitration will be conducted under the applicable AAA rules or the applicable rules of any substitute administrator that are in effect on the date the arbitration is commenced unless those rules are inconsistent with this arbitration agreement, in which case this arbitration agreement shall govern. In any arbitration, the arbitrator shall apply the law and the provisions of this arbitration agreement in deciding any Dispute. Unless the applicable rules provide otherwise, the arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal judicial district where this Contract was executed.

E. Standards and Law: The Parties agree that the Contract and purchase of the Property involves interstate commerce and that this arbitration agreement is governed by the FAA. The arbitrator shall strictly apply applicable substantive law and applicable statutes of limitation consistent with the FAA and shall honor claims of privilege recognized at law. Judgment upon any arbitrator's award may be entered by any court having competent jurisdiction.

F. Jury Trial Waiver: The Parties hereby agree to give up their respective rights to a trial by a jury.

G. Class Action Waiver: The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with the arbitration of others. The Parties give up the right to serve as a private attorney general in any jurisdiction in which such procedure might be permitted. To the extent the Parties are permitted to file small claims under Paragraph K, the Parties agree that any small claim may only be brought on an individual basis and that no small claim may be brought on a class or representative basis.

H. Punitive Damage Waiver: The Parties waive any right to seek or recover punitive damages in any Dispute. No arbitrator shall have the power or authority to award punitive damages.

I. Fees and Costs: If Buyer files for arbitration first, Buyer will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125 or that equal to the amount of the applicable filing fee in court, whichever is less. Seller or Seller's Assignee will pay any additional initial filing fee or case management fee. Seller or Seller's Assignee will pay the whole filing fee or case management fee if Seller or Seller's Assignee files arbitration first, up to \$3,500, with any additional filing fee to be apportioned according to the applicable rules. The arbitrator shall decide who shall pay any additional costs and fees according to the applicable rules. Nothing in this paragraph shall prevent Buyer from requesting that the arbitration administrator reduce or waive Buyer's fees, or that Seller or Seller's Assignee voluntarily pay an additional share of set fees, based upon Buyer's financial circumstances or the nature of Buyer's claim.

J. Self-Help: Notwithstanding this arbitration agreement, the Parties retain the right to exercise self-help remedies and to seek provisional remedies from a court to obtain possession of the Property, pending final determination of the Dispute by the arbitrator. No Party waives the right to elect arbitration of a Dispute by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a Court.

K. Exceptions: The Parties agree that this arbitration agreement is not applicable to "small claims" meaning those claims that either Party is entitled to file and maintain in an appropriate small claims court, including any claims for attorney's fees and non-monetary relief.

L. Severability: If it is determined that any paragraph or provision in this arbitration agreement is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this arbitration agreement. The remainder of this arbitration agreement shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines Paragraph G to be illegal, invalid, or unenforceable, the Parties agree that such waiver shall not be severed and that this arbitration agreement shall be void in its entirety.

M. Survival of Arbitration Agreement: This arbitration agreement will survive and continue in full force and effect notwithstanding cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the Contract or any other contract or transaction between the Parties, unless



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otherwise agreed in writing. In addition, Buyer understands and acknowledges that the rights and responsibilities afforded to Seller under this arbitration agreement survive any assignment of the Contract by Seller and that Seller can enforce this arbitration agreement in the event a Dispute arises after the assignment of the Contract.

N. Right to Reject Arbitration: If you do not want this arbitration agreement to apply, you may reject it by mailing us a written notice at 3401 Del Amo Boulevard, Torrance, CA 90503, attn: General Counsel, that describes the Contract and states that you are rejecting the arbitration agreement. A rejection notice is only effective if it is signed by each Buyer, and the envelope that the rejection notice is sent in is postmarked no more than 10 calendar days after the date of the Contract. Even if you reject this arbitration agreement, Paragraphs F, G and H of the arbitration agreement shall remain valid and effective, and will be incorporated into the Contract. If you reject this arbitration agreement, it will not affect any other provisions of the Contract or your obligations under the Contract. If you do not properly reject this arbitration agreement, it will be effective as of the date of the Contract.

FOR ALL DISPUTES COVERED BY THIS ARBITRATION AGREEMENT, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND THEIR RIGHT TO SEEK PUNITIVE DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS ARBITRATION AGREEMENT, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY. THE TERMS OF THIS ARBITRATION AGREEMENT AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, SEEK INDEPENDENT ADVICE AND/OR CONTACT THE AMERICAN ARBITRATION ASSOCIATION AT (800) 778-7879 BEFORE SIGNING THIS CONTRACT. BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS, STIPULATIONS AND AGREEMENTS SET FORTH ABOVE.

16. ENTIRE AGREEMENT. This Contract states the entire agreement between you and us, and may be changed only by a writing signed by you and us.

17. VALIDITY. Wherever possible each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If a court decides that any part of the Contract is not valid, the rest of the Contract will be binding and effective.

WARRANTY

A. NEW PRODUCTS - EACH NEW ITEM OF PROPERTY COVERED BY THIS CONTRACT IS SOLD SUBJECT TO THE WARRANTY OF THE MANUFACTURER OR DISTRIBUTOR APPLICABLE THERETO, AND NO OTHER WARRANTY, AND YOU HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF SUCH WARRANTY. THE FOREGOING WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, YOU ENTER INTO A SERVICE CONTRACT WITH THE SELLER WHICH APPLIES TO THE PROPERTY.

B. USED PRODUCTS

- (1) UNLESS YOU HAVE RECEIVED FROM US A SEPARATE WRITTEN WARRANTY EXECUTED BY US OR, UNLESS WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, YOU ENTER INTO A SERVICE CONTRACT WITH THE SELLER WHICH APPLIES TO THE PROPERTY EACH USED ITEM OF PROPERTY COVERED BY THIS CONTRACT IS SOLD ON AN "AS IS BASIS" WITHOUT WARRANTY OF ANY KIND EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- (2) THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROPERTY IS WITH YOU; AND
- (3) SHOULD THE PROPERTY PROVE DEFECTIVE FOLLOWING PURCHASE, YOU, AND NOT THE SELLER, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE OF ARBITRATION: THIS CONTRACT PROVIDES FOR ARBITRATION. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THE ARBITRATION PROVISION IN SECTION 15.

THE SELLER RETAINS A SECURITY INTEREST IN THE SUBJECT MATTER OF THIS AGREEMENT.

NOTICE TO THE BUYER: (1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. (3) YOU ARE ENTITLED TO A PARTIAL RETURN OF THE FINANCE CHARGE IF YOU PREPAY THE BALANCE.

YOU ACKNOWLEDGE DELIVERY OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT.

Buyer: MARVIN DAWSON

By: Marvin Dawson Date: 7-24-14

Seller: MICHIGAN SALES & EQUIPMENT, INC.

By: Eric Quinn Date: 7/28/14

Title: _____

You agree to jointly and severally guaranty payment of this Contract and all extensions, substitutions, and renewals of the Contract.

By: _____ Date: _____ By: _____ Date: _____

ASSIGNMENT

This Contract is assigned to Kubota Credit Corporation, U.S.A. without recourse limited recourse full recourse negotiated recourse as those terms are defined in the Dealer Agreement executed by Dealer and Kubota Credit Corporation, U.S.A.

Dealer MICHIGAN SALES & EQUIPMENT, INC. 45365 Date 7/28/14

By: Eric Quinn Title Office Manager