

LANCASTER COUNTY ASSESSOR
Tax Map:
TIMBE RD EED 00

RECORDED THIS 23rd DAY
OF MARCH, 2023
IN BOOK 00 PAGE 00

Stephanie C. Knight
Auditor, Lancaster County, SC

Prepared by and return to:
Savage, Royall & Sheheen, LLP
P O Drawer 10, Camden, SC 29020

032149-SRS-MC

2023003565

DEED

RECORDING FEES \$15.00
STATE TAX \$0.00
COUNTY TAX \$0.00
PRESENTED & RECORDED:

03-23-2023 10:17:44 AM

BRITTANY GRANT

REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: STEPHANIE KNIGHT

BK: DEED 1649

PG: 85 - 92

SHORT FORM TIMBER AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

THIS SHORT FORM TIMBER AGREEMENT made and entered into as of the 23 day of February, 2023 (the "Effective Date"), by and between among **GREENWOOD TIMBER, LLC**, a Georgia limited liability company ("Grantor"), and **JORDAN LUMBER AND SUPPLY, INC.**, a North Carolina corporation ("Grantee").

WITNESSETH:

That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has granted and sold, and do hereby grant, sell and convey unto Grantee, its successors and assigns, certain merchantable pine trees and timber standing or lying upon the property being more particularly described as follows (the "Property"):

All that tract or parcel of land located in Lancaster County, South Carolina being more particularly described on Exhibit "A" attached hereto and incorporated herein, the particular sale area being identified as Blocks 1 and 2 on the Map attached as Exhibit "B" and made part hereof by reference as well as being marked by yellow paint on the ground.

Subject to the terms of the Agreement (as hereinafter defined), it is hereby covenanted and agreed that Grantee shall have free, full and undisturbed use and enjoyment of the trees and timber lying or standing on the Property (the "Timber") in accordance with the terms of the Timber Agreement by and between the parties hereto dated as of February 23, 2023 (the "Agreement"), including the right to cut and remove the Timber from the Property from time to time for a period of **eighteen (18) months** from the Effective Date.

The Agreement contains additional provisions and conditions which are an integral part of this Short Form Timber Agreement, and the terms of the Agreement are incorporated herein and made a part hereof by reference.

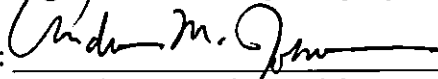
IN WITNESS WHEREOF, Grantor and Grantee have hereunto executed this instrument as of the day and year first above written.

[Remainder of page intentionally blank. Signature pages follow.]


Signed, sealed and delivered in our presence:


GRANTOR:

GREENWOOD TIMBER, LLC,
a Georgia limited liability company

By: 
Andrew M. Johnson, Manager

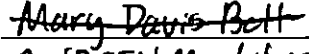
Date: February 23, 2023


Print Name: Peyton Turner

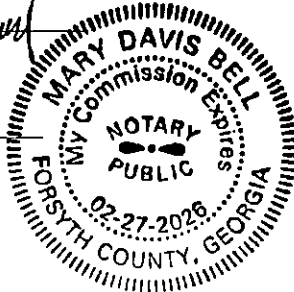

Print Name: Brent Hall

STATE OF Georgia,
COUNTY OF Fulton.

This instrument was acknowledged before me this 23rd day of February, 2023, by


ANDREW M. JOHNSON *and*


Notary Public



(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Signed, sealed and delivered in our presence:

GRANTEE:

JORDAN LUMBER AND SUPPLY, INC., a
North Carolina corporation

By: *Louis Normant*
Name: Louis Normant
Title: Procurement Rep.

Date: February 23, 2023

William B Gyp
Print Name: William B Gyp

Daisy K Rhodes
Print Name: Daisy K. Rhodes

STATE OF South Carolina
COUNTY OF Kershaw

This instrument was acknowledged before me this 23 day of February, 2023, by
Louis Normant

Daisy K Rhodes
Notary Public

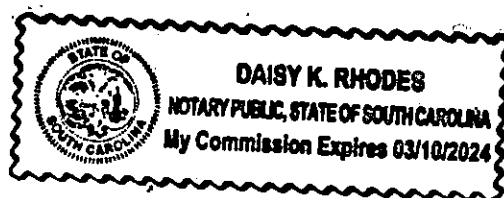


EXHIBIT "A"

Tract 8A, 8B and 8C:

All those pieces, parcels or tracts of land, situate, lying and being in Lancaster County, South Carolina, being designated as Tract 8A (Area – 117.68 acres), Tract 8B (Area = 86.57 acres), and Tract 8C (Area = 325.58 acres) on that certain Boundary Survey prepared for Walton South Carolina, LLC by CBS Surveying and Mapping, Inc., dated October 10, 2014 (the "***Plat***") and recorded in Plat Book 2014, Page 783, in the office of the Register of Deeds for Lancaster County, South Carolina.

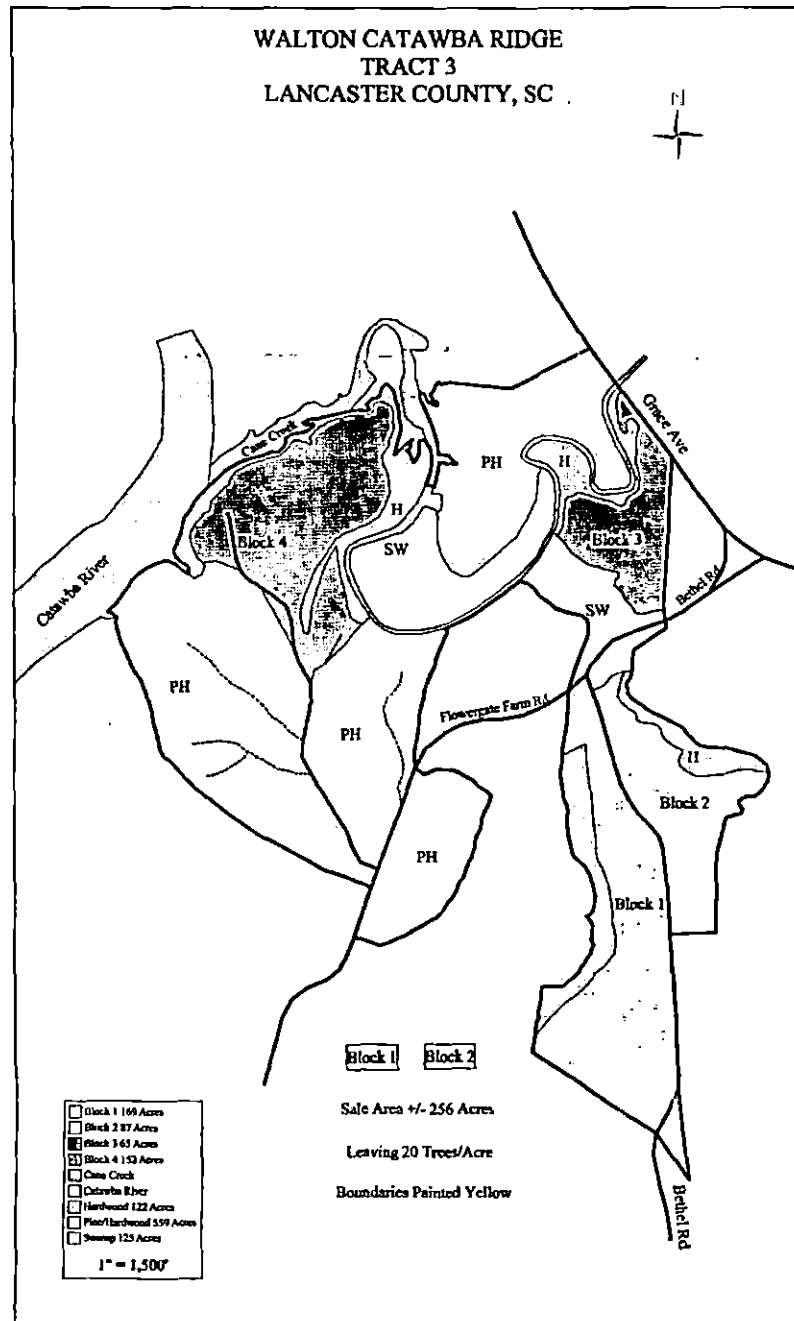
For a full description of the metes and bounds, course and distances of the above described property reference is made to the recorded Plat. **If there is a conflict between the above description and the aforementioned Plat, the Plat shall be controlling.**

Above tracts are taxed as tax map number: portion of 0085-00-007.00

Derivation: Being a portion of the property conveyed to Grantor by deeds of Catawba Ridge 4400, LLC, a South Carolina limited liability company dated December 3, 2014 and recorded December 3, 2014 in the Office of the Register of Deeds for Lancaster County in Deed Book 835 at Page 161-167 and in Deed Book 835 at page 168-188.

The herein described timber being a portion of that timber conveyed from Walton South Carolina, LLC to Greenwood Timber, LLC as evidenced by that certain Short Form Timber Agreement dated January 5, 2023 and recorded in the Office of the Register of Deeds of Lancaster County in Deed Book 1624, Page 258.

EXHIBIT "B"



STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2 The property being transferred ("the Timber") being within Lancaster County TMS # P/O 0085-00-007.00, was transferred by Greenwood Timber, LLC to Jordan Lumber and Supply, Inc. on the 23rd day of February 2023.

3. Check one of the following: The deed is

(a) ____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) ____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) X exempt from the deed recording fee because (See Information section of affidavit):
12-24-40-(7) Timber to be cut.

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00

(b) The fee is computed on the fair market value of the realty which is _____.

(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ____ or No ____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$ 0.00

(b) Place the amount listed in item 5 above here: 0.00

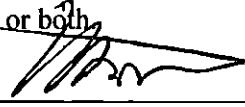
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$0.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

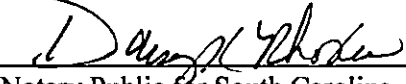


William B. Cox, Jr.

(Seal)

SWORN to and subscribed before me this

23 day of February, 2023.

 Notary(L.S.)
Notary Public for South Carolina
My Commission Expires: 3-10-24

Notary (printed name): Daisy K. Rhodes

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.