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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Hon. Walton J McLeod, Circuit Judge

Case No. 2021-CP-32-00328
Appellate Case No. 2024-001297

John Deere Construction & Forestry Company, Respondent
v.

North Edisto Logging, INC.; The Paul & Brenda Gunter Revocable Trust UTD March 26, 2019;
The Estate of Paul D. Gunter; Matthew P. Rush; and Matthew Cody Gunter, Defendants

Of which, North Edisto Logging, INC.; The Paul & Brenda Gunter Revocable Trust UTD March 26,
2019; The Estate of Paul D. Gunter; and Matthew Cody Gunter are the Appellants.

RECORD ON APPEAL
VOLUME III

March 10, 2025

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Southern Reporting, Inc.

Transcript of the
Video Deposition of

Rocky Gunter and 30(b)(6) North Edisto Logging,
Inc., (Rocky Gunter)

6/24/2020

John Deere Construction & Forestry Company v.
North Edisto Logging, Inc., et al.
2018-CP-32-04329

COPY

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State of South Carolina	)	
	)	
County of Lexington	)	
	)	
John Deere Construction	)	2018-CP-32-04329
& Forestry Company,	)	
	)	Video Deposition
Plaintiff,	)	
	)	of
v.	)	
	)	Rocky Gunter
North Edisto Logging,	)	
Inc., and Paul D.	)	and
Gunter,	)	
	)	30(b)(6) Deposition
Defendants.	)	
	)	of
	)	
	)	North Edisto Logging,
	)	Inc.
	)	(Rocky Gunter)

Date: June 24, 2020

Time: 2:05 p.m.

Location: Davis Frawley, LLC

140 East Main Street, Lexington, South Carolina

Reported by
Sandra J. Ayers

APPEARANCES

For the Plaintiff: Paul A. Fanning, Esq.
Ward and Smith, PA
Wilmington, North Carolina

For the Defendants: D. Randolph Whitt, Esq.
Fleming & Whitt, PA
Lexington, South Carolina

Also Present (via Telephone): Kathleen Klug-Banks
Brooke Haverkamp
Cliff Williams, Videographer

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EXHIBITS

No exhibits were marked during the course of this deposition.

1 STIPULATIONS

2 It is stipulated by and between counsel for
3 the respective parties that all objections are
4 reserved until the time of trial, except as to
5 the form of the questions.

6 This deposition is being taken pursuant to the
7 South Carolina Rules of Civil Procedure.

8 - - - -

9 The reading and signing of this deposition is
10 reserved by the deponent and counsel for the
11 respective parties.

12 Whereupon,

13 Rocky Gunter, being duly sworn and cautioned
14 to speak the truth, the whole truth, and
15 nothing but the truth, testified as follows:

16 EXAMINATION

17 BY MR. FANNING:

18 Q All right. Mr. Gunter, my name is Paul Fanning. I
19 represent John Deere Construction & Forestry
20 Company. Going forward, if I reference "North
21 Edisto," I mean the company you work with and own
22 and the defendant in this action. If I refer to
23 "John Deere" or "Deere," it's the plaintiff in this
24 action, okay?

25 A Okay.

1 Q Just so I don't have to repeat all that -- all the
2 -- that verbiage every time I say it.

3 Have you ever been in a deposition before?

4 A Yes.

5 Q And tell me a little bit about the depositions
6 you've been involved with.

7 A I've been involved in one deposition, and it was
8 with overcut.

9 Q Okay. And what is the nature of that lawsuit?

10 A It was just the -- this -- this -- the property
11 line, and they said we cut over. They said we cut
12 trees over.

13 Q And who did you -- did you testify on behalf of the
14 company or on behalf of yourself?

15 A On behalf of the company.

16 Q Okay. So you know a little bit about how this
17 works?

18 A A little bit, yes.

19 Q So, you're on video. The court reporter takes down
20 everything that you say. It would be helpful to
21 her if you spoke clearly and loudly so that she can
22 make sure to get the transcript right, okay?

23 A Okay.

24 Q You're under oath.

25 What's your full name?

1 A Paul Rockford Gunter.

2 Q Do you have a nickname?

3 A Rocky.

4 Q Okay. Okay if I refer to you as "Mr. Gunter"?

5 A Rocky's fine, or Mr. Gunter, whatever you want.

6 Q How old are you?

7 A I'm 43.

8 Q Okay. How long have you been working with North

9 Edisto?

10 A Since 1996.

11 Q And what did you do before that?

12 A I was in high school.

13 Q And where did you go to high school?

14 A Batesburg-Leesville High School.

15 Q Did you go on to any other education after high

16 school?

17 A No. I did go to University of South Carolina, but

18 I dropped out.

19 Q How many years were you --

20 A It was --

21 Q -- there?

22 A -- just half a semester.

23 Q And in your -- since you started North Edisto in

24 1996, what did you do?

25 A Started running the chainsaw, worked my way up to a

1 skidder, and so forth. Just run equipment. Buy
2 wood. I eventually got into buying wood, but to
3 start with, just, you know, in the woods working.

4 Q And at what point did you become an officer or a
5 director of the company?

6 A I don't remember. I don't remember the year.

7 Q Do you know when the company was started?

8 A No. Not really. I don't know. I know my dad's
9 always said he started logging in 1965 on his own.

10 Q Pardon me for a minute.

11 A As far as being -- when it become North Edisto,
12 because it wasn't, you know -- I don't know.

13 MR. FANNING: We've lost our Internet, so
14 pardon me for just a minute.

15 MR. WHITT: Well, and he's got a dark screen
16 over here, too, so . . .

17 MR. FANNING: Yeah. Everybody's lost it.

18 THE VIDEOGRAPHER: You want to go off the
19 record?

20 MR. FANNING: Katie, you can still hear,
21 correct?

22 MS. KLAG-BANKS: Yeah.

23 MR. FANNING: Okay. We'll continue.

24 Q I'm sorry. You -- you were saying?

25 A My dad said he started, on his own, in 1965.

1 Q And when did he form North Edisto?

2 A I don't know.

3 Q Okay. Before he passed, was he the sole owner of
4 the company?

5 A Yes.

6 Q Did he make all of the decisions for the company?

7 A Yes.

8 Q Was he a hundred percent shareholder of the
9 company?

10 A Yes.

11 Q And, today, what is your role in the company?

12 A I go to the woods -- or out in the field, whatever
13 you want to call it. I buy wood. I deal with
14 equipment. I deal with everything except for the
15 financial part. My sister still handles that.

16 Q Okay.

17 A But I deal with the employees, so forth, you know,
18 stuff like that.

19 Q So do you run the company?

20 A Yes.

21 Q Are you a shareholder in the company?

22 A Yes.

23 Q What percentage of the shares in the corporation do
24 you own?

25 A One hundred percent.

1 Q And when did you acquire those shares?

2 A I think it was last March? I think. It was when
3 my dad was -- you know, we knew we had to -- he was
4 sick --

5 Q Okay.

6 A -- with cancer.

7 Q So explain to me, in a little more detail, the
8 differences between what you do and what your
9 sister does to run the company.

10 A My sister handles all the bookwork. She's in the
11 office; I'm out in the field or in the shop or I'm
12 buying wood, and dealing with employees.

13 Q Okay. She pay the bills?

14 A Yes.

15 Q She handles the paperwork?

16 A Yes.

17 Q She works in the office?

18 A Yes.

19 Q She doesn't get into a piece of equipment to --

20 A No. No.

21 Q -- to do any work, does she?

22 A No. She probably would, though, but she -- if she
23 had to, she would, but she does not.

24 Q Okay. And you handle the operations?

25 A I do.

1 Q And -- and you make -- do you make the major
2 decisions?

3 A I do now, yes.

4 Q Okay.

5 THE DEPONENT: (To Mr. Fanning) Can I stop a
6 minute and turn my phone off?

7 MR. FANNING: Sure.

8 THE DEPONENT: All right. I meant to turn it
9 off earlier. Okay.

10 Q The -- who -- is there anyone else who makes any
11 decisions for the company?

12 A No. I end up making the final decision.

13 Q Okay. You have several other family member who
14 work at the company?

15 A Yes.

16 Q Can you name them and tell me what they do?

17 A Colton Betenbaugh -- Bedenbaugh. He's a foreman on
18 a crew. Cody Gunter. He is a foreman on a crew.
19 And Carson Bedenbaugh, she assists Paula, now, in
20 the office.

21 Q Does your mother still work for the company?

22 A No.

23 Q Are any of those officers or directors in the
24 corporation?

25 A To be honest, I don't know how it's structured. I

1 don't -- I -- I don't know. I can't answer that.

2 I don't think they are. I don't think. Now, I
3 know the two nephews aren't. I don't think Carson
4 is considered a secretary. That would be the only
5 question I would have.

6 Q Okay. Are you familiar with this lawsuit?

7 A Of course I know about it, but, you know, I don't
8 "know" about it, you know.

9 Q Okay.

10 A I don't know if I answered that correctly, but, yes
11 I'm familiar with it because I'm here. I know
12 what's going on.

13 Q Okay. I'm going to ask you some questions about
14 some of the pleadings in the lawsuit, okay?

15 A Okay.

16 Q I've got a notebook and you got a notebook; they're
17 the same. And I'm going to ask you to open up the
18 notebook past Tab Number 1, and I'm going to
19 explain to you how I've set the notebook up.

20 A Okay.

21 Q Up at the top right-hand page -- of the page, you
22 see "JDF Depo" and then a series of numbers. Every
23 -- every page has a number like that. From -- from
24 that page on to 230. That'll help us identify what
25 we're talking about.

1 A Okay.

2 Q Okay? The -- and I'll call it "Page 1" --

3 A Okay.

4 Q -- is a complaint. Have you seen this complaint,
5 filed by John Deere against --

6 A Yes.

7 Q -- North Edisto Logging?

8 A Yes.

9 Q All right. And how would you describe the nature
10 of the complaint?

11 A It says -- the complaint says that we owe y'all
12 money; that we defaulted on our loan.

13 Q Have -- are you familiar with the loans that are
14 attached to the complaint?

15 A I mean, I looked over them now, but at the time,
16 no.

17 Q Are you familiar with the general terms of the
18 loans?

19 A Explain further. General terms? What do you mean
20 by "general terms"?

21 Q Okay. So are -- are you familiar with the
22 transactions that are documented here? For
23 example, the purchase order submitted, the loan --

24 A Oh, no.

25 Q -- agreement, and then the equipment invoice?

1 A No.

2 Q Okay. Have you ever read any of these --

3 A Not fully.

4 Q -- agreements?

5 A No.

6 Q Okay. Do -- do you recognize your father's
7 signature?

8 A Yes. I have looked -- yes. I do recognize my
9 father's signature.

10 Q Now, your sister's already testified about some of
11 this, but I'm just trying to get some background to
12 understand what you know --

13 A Right.

14 Q -- versus what she knows --

15 A -- what she knows.

16 Q -- okay?

17 A Okay.

18 Q On Page 17 --

19 A Seventeen.

20 Q -- there are some signatures there. Does that --
21 is that your father's signature?

22 A That's my father's signature.

23 Q And he would have been the one who signed all of
24 these loan documents, correct?

25 A Yes.

1 Q And would he have been the one who ordered
2 equipment from Flint or whomever --

3 A Yes.

4 Q -- to purchase?

5 A Yes.

6 Q And he would have signed those documents --

7 A Yes.

8 Q -- for the business?

9 A Yes.

10 Q Would he have signed the loans like he did here?
11 Typically?

12 A I mean, typically, yes.

13 Q Yeah. And to the extent the equipment was
14 delivered and there was paperwork, would he sign
15 that, as well?

16 A If he wasn't at the woods, I mean, they would --
17 and when it was delivered to the woods, somebody
18 could sign for it. As long as someone signed for
19 it, if it was delivered to the woods. But, yes, if
20 he was there, he would sign for it.

21 Q Okay. Any reason -- and I -- I'm not trying to
22 trick you here. I --

23 A No. I'm fine.

24 Q Is there any reason for you to believe that he
25 didn't sign any of the documents?

1 A No.

2 Q Okay. The -- a couple of the loans included
3 warranties. Are you aware of -- of how the
4 warranties work with John Deere?

5 A I am more aware now. I mean, my father handled
6 most of that; dealing with the dealerships. Like I
7 said, I'm out in the field. But, yes, I know how
8 warranties work. I mean, it's -- I know what a
9 warranty is, you know.

10 Q Are you familiar with which John Deere loans had
11 warranties and which didn't?

12 A No.

13 Q Okay. How about Ultimate Uptime? Have you ever
14 heard of that --

15 A Yes.

16 Q -- product?

17 A I have. Uh-huh.

18 Q How do -- describe for me how that works.

19 A From my understanding, they service it, meaning
20 that the change the oil when it needs to be
21 changed, and, you know, it's like a ultimate
22 warranty. It's supposed to cover everything from
23 bumper to bumper, so to speak.

24 Q So they come out for -- if you buy the Ultimate
25 Uptown -- Uptime product, they will come out at "X"

1 number of hours in a machine's life, do repairs
2 that need to be done, and that's covered?

3 A Right.

4 Q You pay for it upfront, correct?

5 A Right.

6 Q So one of the loans in the lawsuit had an Ultimate
7 Uptime, didn't it? The -- a feller buncher?

8 A Yeah, I guess. Yeah.

9 Q And is it -- are you aware of any instance where
10 John Deere or Flint did not come and provide that
11 service to that feller buncher?

12 A Like I said, my dad handled that at the time. So,
13 if there was an issue with a warranty, he was
14 dealing with it. I was working.

15 Q Likewise, with the Ultimate Uptime product, are you
16 aware of any instance where John Deere didn't
17 provide that service?

18 A I'm not aware of it, but, like I said, my dad
19 handled that. I didn't deal with that.

20 Q Okay. There have been produced, by Deere and
21 provided to your attorney, some payment histories
22 or transaction histories for each of the loans.
23 Have you seen those?

24 A I have seen some of the paperwork, but I -- I have
25 not seen -- I hadn't gone through payment history.

1 Q Okay.

2 A My sister handles payments, you know. And even
3 now, it -- not -- unless somebody calls me, as far
4 as I know, everything's good.

5 Q Then, I'm not going to ask you about payment
6 history, so . . .

7 A Okay. You would get the same answers.

8 Q I am going to ask you about some of the warranty
9 work. If I could ask you, please, to turn to Page
10 163, which would be behind Tab 4, kind of halfway
11 through it. Do you -- are you at 163?

12 A I'm at 163.

13 Q Okay. I'm not -- I'm not going to ask you to try
14 to remember what occurred December of 2015, but --

15 A Thank you.

16 Q -- I am going to ask you to identify the equipment
17 that is referenced in this service invoice.

18 A 853M track buncher.

19 Q Okay. And the last four serial number?

20 A Where's that at? Is that right there at the "EIN"?

21 Q Correct.

22 A Okay. 7576.

23 Q Okay. And is this the type of invoice that would
24 be sent by Flint to North Edisto when some type of
25 warranty work is done?

1 A I -- I don't get these papers.

2 Q We --

3 A I -- I -- you know, I didn't. I -- I -- apparently
4 so if that's what they sent.

5 Q So --

6 A Yeah.

7 Q I --

8 A I don't mean to -- but my sister, you know -- I
9 don't mean to be -- but, I mean, I don't see this
10 unless she has a question about a repair.

11 Q Okay. So let's talk about that. So she handles
12 the paperwork?

13 A Right.

14 Q So, if something comes in the mail or by e-mail, it
15 goes across her desk; she makes sure that it gets
16 filed; is that right?

17 A I don't know if she -- what she -- how she files
18 her stuff.

19 Q Okay. I guess --

20 A But I guess she -- it's comes to her. It comes
21 across her desk first, to answer your question if
22 that's what you're asking, you know.

23 Q That -- that is.

24 A Okay.

25 Q And forgive me if I'm not being clear.

1 A Am . . .

2 Q So, if Flint sends a -- an invoice, it goes to her?

3 A Right.

4 Q And she either knows what to do with it or comes to

5 you?

6 A Now me, yes.

7 Q And before, your father?

8 A Correct.

9 Q For -- to determine what needs to happen with it?

10 A Yes, sir.

11 Q So in 2015 and in 2016, which is the time period

12 covered by these invoices, you probably -- you

13 would not have seen them?

14 A I would've not have seen them, no.

15 Q Okay. Let's talk about the -- behind Tab 2 --

16 behind Tab 2, Page 48.

17 A Okay.

18 Q Have you ever reviewed the answer and the counter-

19 claims filed by North Edisto against John Deere?

20 A I have seen this. As far as getting in detail, I

21 couldn't, you know -- I can't cite it. But, yes,

22 I've seen it. And I guess you could say I reviewed

23 it.

24 Q Are you aware of the claims that North Edisto has

25 made against John Deere?

1 A Yes.

2 Q Okay. Tell me about the claims.

3 A Well, from what my sister's told me, and she -- the
4 e-mails that she has, you know, that she tried and
5 tried and tried and tried and tried and tried to
6 get in touch with John Deere Financial.

7 Q Do you have any personal knowledge about those
8 communications?

9 A No.

10 Q Did you have any communications with John Deere
11 whatsoever?

12 A No.

13 Q Did you have any communications with Flint about
14 these issues?

15 A No.

16 Q So everything that you know about asking for a loan
17 modification would be from your sister?

18 A Yes.

19 Q Are you aware of anything from Deere, in writing,
20 that would approve a loan modification?

21 A Like I said, I don't -- I wasn't in contact with
22 John Deere, so no.

23 Q There are other allegations against Deere about the
24 paperwork. Are you familiar with those claims?

25 A Yes.

1 Q And can you describe what the -- what the problem
2 is?

3 A They was wrote up one way on one contract and wrote
4 up another way on another contract.

5 Q And so let's dig into that a little bit.

6 A But as far as personal knowledge, no. I mean,
7 other than looking, you know.

8 Q How has -- okay. How has that affected North
9 Edisto -- the business?

10 A Well, I know our financials -- it's hard to borrow
11 money when you have, you know, things hanging out
12 like that.

13 Q Okay. What do you mean?

14 A Well, I mean if -- if you -- if she's tried to do -
15 - get that redone, and then it's showing we're not
16 making a payment, then it's hard to get financing.

17 Q Who have --

18 A And it's long-term effect.

19 Q Who have you tried to get financing from and -- and
20 gotten declined?

21 A You'd have to talk to her. I mean, now I -- now I,
22 you know -- I can get stuff financed.

23 Q Okay.

24 A But during that time, you'd have to talk to her.

25 Q Okay. Be -- the -- the numbers being different, it

1 -- are you aware that -- that your father didn't
2 borrow the money that's stated in the loans?

3 A No.

4 Q Would that --

5 A I -- I wasn't --

6 Q -- change --

7 A I was not aware. I'm not aware of any of that.

8 Q All right. Let -- let -- let me --

9 A I was not --

10 Q -- dig into it.

11 A -- involved in that.

12 Q I'm going -- we were talking about that feller
13 buncher, and I'm going to ask you to turn to Page
14 142, which is behind Tab 4.

15 A Okay.

16 Q Now, 142, can you identify that?

17 A What do you mean, can I identify it?

18 Q Is that a purchase order?

19 A It says, "Customer Purchase Order for John Deere,"
20 at the top.

21 Q And the initials in the middle, are those your
22 father's?

23 A Yes.

24 Q And is this a purchase order for a John Deere 853M
25 track feller buncher?

1 A Yes, sir. That's what it says on the paper.

2 Q And to the right of it, same serial number?

3 A Says, "7576" -- the last four.

4 Q All right. And so the purchase price for that --
5 the equipment, 400,000. And then, below that, do
6 you see the "John Deere preventative maintenance"?

7 A Yes. I see that on the paper.

8 Q And that number there is \$59,263?

9 A I see that.

10 Q Now, is that amount the same amount that is set
11 forth in the equipment invoice on Page 141?

12 A Which amount?

13 Q Well, the total amount -- all right. I'm -- I'm
14 sorry. Let me break it down. So the 459- --

15 A Uh-huh.

16 Q -- 263, it was a down payment, cash, \$30,000, and a
17 balance due of \$429,263; is that what was ordered?

18 A I -- I mean, that's what the paper says. I was not
19 there.

20 Q Okay.

21 A Okay? I mean, personal knowledge, no personal
22 knowledge. But this is what the purchase order
23 says, and this is what 141 says.

24 Q Right.

25 A Yes. The numbers do match.

1 Q They do. And -- and on the back, on Page 143, is
2 that your father's signature?

3 A Yes.

4 Q And if you go to 149 . . .

5 A Okay.

6 Q I'll represent to you that that's the loan that is
7 attached to the complaint. Loan 5 of 5. The
8 numbers there, is the -- the unpaid balance of cash
9 price the same as the two numbers we talked about
10 before?

11 A Unpaid balance of cash price: 429,6 -- 263 -- yes.

12 Q So the amount of the loan is as your father agreed
13 in the purchase order and in the loan, right?

14 A According to this.

15 Q Okay. And that number matches the equipment
16 invoice, correct?

17 A Which was 141? Is that the invoice?

18 Q Correct. The equipment invoice.

19 A Yes. Those two numbers match. The -- I mean, the
20 same number: 429,263.

21 Q So -- and the Ultimate Uptime warranty that was
22 ordered, to your knowledge, was delivered, correct?

23 A When you say "delivered" . . .

24 Q North Edisto got the service that they paid for?

25 A I have no personal knowledge because my father

1 dealt with the warranty.

2 Q Okay. But you don't know otherwise?

3 A No. I don't. I mean, you know, I don't know.

4 Q Assuming --

5 A He dealt with it.

6 Q Assuming they did, how would this create any harm
7 to North Edisto?

8 A The -- trying to redo the loans, and not being able
9 to do our tax returns. You know, when you borrow
10 money, they want tax returns. So I think that did
11 harm.

12 Q Help me out on that.

13 A I don't know. This is not my purview -- this
14 financial, you know, stuff.

15 Q That's fine.

16 A I work in the woods. I just know it's affected us.
17 I can say it has affected us, and I do know that.

18 Q Okay. How much has it affected you?

19 A It's been pretty rough at certain times.

20 Q So -- so North Edisto made an agreement with John
21 Deere to repay a loan. John Deere made the loan.
22 North Edisto failed to make the payments on the
23 loan. How does that create harm to North Edisto?

24 A I just work -- this is the financial stuff that I -
25 - you know.

1 Q Aside from your sister, Paula --

2 A Yes.

3 Q -- who else has dealt with this lawsuit?

4 A No one.

5 Q Aside -- so --

6 A Unless my father, you know. But I don't . . .

7 Q Did your father have a will?

8 A No. I don't -- she handles that, too.

9 Q Was there ever an estate opened?

10 A I don't know. I don't know any of that.

11 Q Okay. Have you ever talked to any other customers

12 of John Deere about this lawsuit?

13 A No.

14 Q What documents did you review to prepare for this

15 deposition?

16 A Just the -- the list of things that were going to

17 be gone over.

18 Q The list of topics?

19 A Yes.

20 Q Did you review anything else?

21 A No.

22 Q Aside from your attorney, did you talk to anybody?

23 A No.

24 Q Have you talked to anybody about the damages North

25 Edisto suffered as a result of the claims made

1 against John Deere?

2 A No.

3 Q Have you tried to put a number on it?

4 A No.

5 Q Have you talked to anybody about what that would be
6 like?

7 A No.

8 Q Are you aware of the last day a payment was made on
9 the John Deere loans?

10 A No.

11 Q So, if I told you that the last payment on -- on
12 the loans were made between August of 2016 and the
13 latest on one was January of 2017, would that be a
14 surprise to you?

15 A My sister's handled it. She handles the financial
16 part.

17 MR. FANNING: I have no more questions. Do
18 you have any questions, Randy?

19 MR. WHITT: I have just one thing.

20 EXAMINATION

21 BY MR. WHITT:

22 Q Rocky, I'm going to hand you a list of figures, and
23 this is from an e-mail that Tripp sent me. I just
24 pulled out the -- the figures that represent the
25 sales results. And, Rocky, there's five groups of

1 figures. Each one describes which piece of
2 equipment it was and what the sales price was after
3 the sale of the repossessed equipment. Do you have
4 an opinion about whether those are fair values for
5 that -- those individual pieces of equipment or
6 not?

7 A Skidder -- the skidder's 17 -- I think that's very
8 low on the skidder. Now, this -- this buncher and
9 cutter, Account 1902, which one is that? Is that
10 the rubber tire, or is that the track buncher?

11 Q I think you are looking at two people --

12 A That --

13 Q -- neither of which have the ability to answer that
14 off the top of our heads. The --

15 MR. FANNING: Let me see what it is. I --

16 THE DEPONENT: If you could just put which
17 one's the track buncher and which one's the
18 rubber-tire buncher. I know what the rest of
19 them mean.

20 MR. FANNING: Okay. I -- I'll try.

21 THE DEPONENT: If -- you -- you got the
22 account numbers?

23 MR. FANNING: Yeah. I've got -- I'll give the
24 account numbers.

25 THE DEPONENT: Yeah. Okay.

1 MR. FANNING: So, which one?

2 THE DEPONENT: One was -- you know, when I say
3 "rubber tire," which -- and then one's a track
4 buncher. One was a track buncher, and one was
5 a rubber-tire buncher.

6 MR. FANNING: The -- I've got it here, so. . .

7 THE DEPONENT: Over there by the track
8 cutters.

9 MR. FANNING: This is a --

10 THE DEPONENT: -- 753?

11 MR. FANNING: -- 753J.

12 THE DEPONENT: Okay. That's a track cutter.
13 And the other one's a track cutter, too. I
14 was just . . .

15 MR. FANNING: And --

16 THE DEPONENT: I was wrong.

17 MR. FANNING: Yeah.

18 THE DEPONENT: Okay. I --

19 MR. FANNING: And the other one's the --

20 THE DEPONENT: -- know what they are.

21 MR. FANNING: -- 843L wheeled feller buncher.

22 THE DEPONENT: I think the -- the track cutter
23 -- both --

24 MR. FANNING: Oh.

25 THE EXAMINATION BY MR. WHITT CONTINUES.

1 A I think both the track cutters are low. I think
2 the skidder account's 1474. It was at least worth
3 a fair market value, 30- to 40,000 dollars. The
4 loader, you know, probably worth 50,000 fair market
5 value. The excavator, that's -- I take that to be
6 the shovel -- that's a track loader. I'd say -- I
7 think that's very low because it was in decent
8 shape. I think it's worth 150 and they sold it for
9 90. And this track cutter up here, 100,000. They
10 sold it for 60. And this track cutter -- track
11 cutter on the back sold for 127. It's worth 180 to
12 200,000 --

13 Q Okay.

14 A -- fair market value.

15 MR. WHITT: That's all I have.

16 FURTHER DEPONENT SAITH NOT.

17 (Whereupon, there being no further
18 questions, the deposition was
19 concluded at 2:43 p.m.)

20 (*This transcript may contain quoted material.
21 Such material is reproduced as read or quoted
22 by the speaker.)

23

24

25

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CERTIFICATE

Be it known that Sandra J. Ayers took the foregoing proceeding and hereby attests:

that I was then and there a notary public in and for the State of South Carolina-at-large and that by virtue thereof I was duly authorized to administer an oath;

that the deponent/witness was first duly sworn to testify to the truth, the whole truth, and nothing but the truth, concerning the matter in the controversy aforesaid;

that the foregoing transcript represents a true, accurate, and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

that I am neither a relative nor an employee of any of the parties hereto, nor of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action;

that, if a recording of an event was supplied by another party for purposes of transcription and I was not present during that event, the foregoing pages were transcribed to the best of my skill and ability; additionally, any identifications of speakers were provided to me by the party supplying the recording;

that, in the event of a nonappearance by the witness, the foregoing details for the nonappearance are accurate.

In witness thereof, I have hereunto affixed my signature and title.

Sandra Ayers
Sandra J. Ayers

Date: 7/7/2020
Notary public for South Carolina
My commission expires July 14, 2020



Southern Reporting, Inc.

Transcript of the
Video Deposition of

Paula Gunter and 30(b)(6) North Edisto Logging,
Inc., (Paula Gunter)

6/24/2020

John Deere Construction & Forestry Company v.
North Edisto Logging, Inc., et al.
2018-CP-32-04329

COPY

Southern Reporting, Inc.

Phone: 803.749.8100

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Email: Depos@southernreporting.net

State of South Carolina	)	
	)	
County of Lexington	)	
	)	
John Deere Construction	)	2018-CP-32-04329
& Forestry Company,	)	
	)	Video Deposition
Plaintiff,	)	
	)	of
v.	)	
	)	Paula Gunter
North Edisto Logging,	)	
Inc., and Paul D.	)	and
Gunter,	)	
	)	30(b)(6) Deposition
Defendants.	)	
	)	of
	)	
	)	North Edisto Logging,
	)	Inc.
	)	(Paula Gunter)

Date: June 24, 2020

Time: 10:11 a.m.

Location: Davis Frawley, LLC

140 East Main Street, Lexington, South Carolina

Reported by
Sandra J. Ayers

APPEARANCES

For the Plaintiff: Paul A. Fanning, Esq.
Ward and Smith, PA
Wilmington, North Carolina

For the Defendants: D. Randolph Whitt, Esq.
Fleming & Whitt, PA
Lexington, South Carolina

Also Present (via Telephone): Kathleen Klag-Banks
Brooke Haverkamp
Cliff Williams, Videographer

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EXHIBITS

No exhibits were marked during the course of this
deposition.

1 STIPULATIONS

2 It is stipulated by and between counsel for
3 the respective parties that all objections are
4 reserved until the time of trial, except as to
5 the form of the questions.

6 This deposition is being taken pursuant to the
7 South Carolina Rules of Civil Procedure.

8 - - - -

9 The reading and signing of this deposition is
10 reserved by the deponent and counsel for the
11 respective parties.

12 Whereupon,

13 Paula Gunter, being duly sworn and cautioned
14 to speak the truth, the whole truth, and
15 nothing but the truth, testified as follows:

16 EXAMINATION

17 BY MR. FANNING:

18 Q Ms. Gunter, good morning. Could you state your
19 full name?

20 A Paula Lynn Gunter.

21 Q And just to clarify, I represent John Deere
22 Construction & Forestry Company. To the extent I
23 say "Deere," that's the same thing, okay? When I
24 say "North Edisto," I mean North Edisto Logging,
25 okay?

1 A Okay.

2 Q And you are here as a designee under Rule 30(b)(6)
3 of the South Carolina Rules of Procedure. Do you
4 understand -- well, did you receive a copy of the
5 amended notice, asking somebody from North Edisto
6 to be here today to talk about certain subjects?

7 A I'm not sure. I have that over there; I --

8 Q I believe you have it on --

9 MR. WHITT: (To Mr. Fanning) To -- to --

10 Q -- top of your --

11 MR. WHITT: -- yeah.

12 Q -- stack.

13 MR. WHITT: (To the deponent) To help us move
14 along, that's the exhibit that we looked at,
15 that's got the two pages.

16 THE DEPONENT: Okay. Okay.

17 A Yes. I do, right here.

18 Q And do you understand that you are to answer my
19 questions under oath and truthfully today?

20 A Yes.

21 Q Is there any reason why you might not be able to
22 answer truthfully today?

23 A No.

24 Q Okay. Did you review the Exhibit A and the topics

25 --

1 A Yeah.

2 Q -- that I intend to cover in this deposition today?

3 A Yes.

4 Q Do you have any questions about those topics?

5 A No. Not at the moment.

6 Q Okay. The videographer is going to take a -- a

7 video of you. He's also recording what you say.

8 In addition to that, the court reporter is going to

9 transcribe everything that we say. So to that

10 extent, if you could, please, verbally respond.

11 She can't pick up the nod of a head or a uh-huh- or

12 unh-unh-type response, okay?

13 A Okay.

14 Q So to the extent you can to help the court

15 reporter, just clearly state the answer, okay?

16 A Okay.

17 Q We'll certainly take a break in about an hour and

18 45 minutes, but if you need a break between now and

19 then, just let me know. The only thing that I

20 would ask is that I've -- if I've asked you a

21 question, that you answer the question before we

22 take the break, okay?

23 A Okay.

24 Q And you are here -- what is your position with

25 North Edisto?

1 A I'm the secretary.

2 Q And how long have you been a secretary there?

3 A Since February of 1991.

4 Q And in your role, have you ever held any other role

5 in the company?

6 A No.

7 Q And what do you do in your role as secretary?

8 A Payroll, accounts payables, handle the day-to-day

9 operations in the office, scale tickets. I deal

10 with landowners. I deal with the CPA.

11 Q You handle the numbers?

12 A Mainly, yes.

13 Q Okay. And before you started with the company in

14 1999, what did you -- '91, excuse me, what did you

15 do?

16 A I worked for the South Carolina DHEC for a few

17 years.

18 Q Okay. And what is the -- explain to me what your

19 education entails.

20 A A high-school graduate.

21 Q Okay. In what year did you graduate from high

22 school?

23 A 1987.

24 Q Okay. The -- have you ever been deposed before?

25 A Yes.

1 Q Can I ask you to speak a little bit louder?

2 A Yes.

3 Q Okay. In what case or context have you been

4 deposed before?

5 A I don't feel like that pertains to this case.

6 Q Well, what -- what kind of a lawsuit was it?

7 A A general-liability case.

8 Q Okay. Was it an insurance case?

9 A Yes.

10 Q And have you -- were you deposed only once?

11 A Yes. For that case.

12 Q Okay. And did it pertain to the business at all?

13 A Yes.

14 Q And who was the plaintiff in that case?

15 A Quattlebaums.

16 Q I'm sorry. Could you say that again?

17 A Quattlebaums, Q-u-a-t-t-l-e-b-a-u-m.

18 Q And what was the nature of that lawsuit against the

19 company?

20 A It was a overcut.

21 Q Can you explain to me what an "overcut" is?

22 A Well, the -- where our cutterman overcut on his

23 property line that he actually showed us.

24 Q Okay. Is that the only time you've been deposed?

25 A I've been deposed one other time.

1 Q And what was the nature of that litigation?

2 A In -- it was a accident on one of our jobs.

3 Q And who was the plaintiff in that lawsuit?

4 A I -- I don't even recall his name.

5 Q Was North Edisto the defendant in that lawsuit?

6 A Yes.

7 Q Were you named as a defendant in that lawsuit?

8 A No.

9 Q Have you ever been named as a defendant in a

10 lawsuit?

11 A No.

12 Q So aside from the technology and the video, you've

13 been through this before, correct?

14 A Correct.

15 Q Okay. Where do you live?

16 A In Leesville, South Carolina.

17 Q And what is the address?

18 A 560 Steedman Road, Leesville, South Carolina.

19 Q And is that near the operation of North Edisto?

20 A Yes.

21 Q How -- about how far?

22 A Half a mile.

23 Q Are you married?

24 A No.

25 Q Have any children?

1 A Yes.

2 Q How many children?

3 A Two.

4 Q How old are they?

5 A Twenty-six and twenty-eight.

6 Q When was North Edisto formed?

7 A It was formed in 1995 but incorporated in 1984.

8 Q And who -- who started it?

9 A My father.

10 Q And what is his name?

11 A Paul Davis Gunter.

12 Q And is he a named defendant in this lawsuit?

13 A He is.

14 Q I'm sorry for your passing -- for your loss.

15 How was it organized or structured? How was

16 it set up?

17 A I'm sorry. He was -- he's a -- he was a hundred

18 percent stockholder -- stockholder. He and my

19 mother were listed on the original secretary of

20 state document, but he was 100 percent stockholder.

21 Q What is your mother's name?

22 A Brenda W. Gunter.

23 Q And are there any other family members who have

24 worked in the -- in the business?

25 A Yes.

1 Q And who are those?

2 A My brother, Paul Rockford Gunter. My son works

3 there, as well.

4 Q And what is his name?

5 A Colton Bedenbaugh, B-e-d-e-n-b-a-u-g-h. And I have

6 a nephew, as well. Cody Gunter.

7 Q Is that Paul Rockford Gunter's son?

8 A No.

9 Q Who is --

10 A That's my deceased sister's son.

11 Q What is Cody's name?

12 A Gunter. Cody Gunter.

13 Q Do those three still work at --

14 A Yes.

15 Q -- North Edisto? What does Paul Rockford Gunter

16 do?

17 A He runs the day-to-day operations.

18 Q Does he have a title?

19 A Now he's a hundred percent stock owner. So I would

20 -- president, owner.

21 Q Are there any other officers of North Edisto?

22 A Officers: I'm corporate secretary. My mother's

23 considered treasurer. But we own no stock in North

24 Edisto Logging.

25 Q And so Paul Rockford Gunter owns 100 percent of the

1 stock?

2 A As of last year.

3 Q How did he acquire 100 percent of the stock?

4 A My dad gave him that.

5 Q Did he leave it to him in a will?

6 A He actually transferred it to him before his

7 passing.

8 Q What does Colton do for the business?

9 A He's a crew foreman.

10 Q How about Cody Gunter?

11 A Crew foreman.

12 Q How many employees are there?

13 A Twenty-two.

14 Q What is the geographic area covered by North Edisto

15 Logging?

16 A From our location, I would say 50 to 60 miles.

17 Q Has the business ever been shut down since it was

18 formed?

19 A No.

20 Q Has the business ever filed for bankruptcy?

21 A No.

22 Q Have any of the owners of the business filed for

23 bankruptcy?

24 A No.

25 Q And the -- have there been any significant losses

1 over the last, say, four years?

2 A Yes. I would say so.

3 Q What would you say were the causes of those losses?

4 A Several things. The flood that came in 2 -- 2015,
5 the modifications of these loans not being
6 complete, which affected our ability to get
7 financing elsewhere, and then, of course, my dad's
8 illness.

9 Q Any other factors?

10 A No.

11 Q Has the --

12 A Not that I recall.

13 Q Has the economy been a factor that adversely
14 affected the business?

15 A COVID has, this year.

16 Q How about trade with China?

17 A No.

18 Q Has that not affected the -- the timber business?

19 A No. Not with what we do.

20 Q Did you review any documentation, before this
21 deposition, to prepare for it?

22 A This Exhibit A, and, as well as my e-mails between
23 Paul Whelan and Alton Reed and Chris Cannon.

24 Q Who are those people?

25 A Chris Cannon's the owner of Flint. Alton Reed

1 works for him, and Paul Whelan was a representative
2 for John Deere Financial.

3 Q What kind of communications did you review?

4 A E-mails.

5 Q Have those e-mails been produced in this lawsuit?

6 MR. WHITT: (To Mr. Fanning) No. However, I
7 think there are copies here today that you can
8 have, as you go through discussing them.

9 MR. FANNING: All right.

10 Q What else did you review to prepare for the
11 deposition?

12 A That's all.

13 Q Who did you talk to to prepare for the deposition?

14 A My attorney.

15 Q Anyone else?

16 A No.

17 Q Did you talk to Paul -- can I call him Rocky? Does
18 he go by "Rocky"?

19 A Yes. Well, he was there --

20 Q Did you talk to Rocky?

21 A -- as well. Yes. He was there when we were
22 talking with our attorney.

23 Q Okay. Do -- does the business have any John Deere
24 equipment presently?

25 A No.

1 Q And the John Deere equipment has been repossessed,
2 correct?
3 A Correct.
4 Q And it has been sold, correct?
5 A Correct.
6 Q Up to the time that it was repossessed, was it used
7 by North Edisto?
8 A Yes.
9 Q Do you remember when that was?
10 A It was during the time my dad was passing and was
11 on hospice.
12 Q Was that last -- last year?
13 A Yes.
14 Q Last summer?
15 A Yes.
16 Q Okay. I am going to hand you -- actually, in front
17 of you is a notebook. And if I could ask you to
18 refer to the notebook, I'm going to explain it a
19 little bit.
20 A I do not have a whole lot of room over here. I
21 don't want to mess up his computer.
22 Q Okay. In the notebook, if you go past the first
23 tab, I'm going to refer you to the top, right-hand
24 corner. Do you see where it says "JDF Depo" and
25 then a -- a set of numbers?

1 A Yes.

2 Q Okay. I'm going to tell you that those numbers are
3 sequentially located throughout the notebook from
4 the start to the finish.

5 A Okay.

6 Q That, hopefully, will help us refer to documents
7 accurately so that we're on the same page, okay?

8 A Okay.

9 Q The first document I'd like to talk to you about is
10 the complaint. Do you recall receiving this
11 complaint?

12 A I vaguely do because, like I said, that's when my
13 dad was sick, and I'm not sure when we received it,
14 but I vaguely remember receiving it.

15 Q Okay. So, if you look on the ribbon on the right-
16 hand side, it was electronically filed December
17 20th, 2018. Does that sound correct?

18 A Yes. I --

19 Q Okay.

20 A -- assume.

21 Q Did you review the complaint when it came in?

22 A Vaguely. I sent it to my attorney.

23 Q Okay. And is Randy Whitt the only attorney you
24 worked with on this case?

25 A Yes.

1 Q Okay. So you sent this lawsuit to him?

2 A Correct.

3 Q And did you direct him to file an answer on behalf

4 of North Edisto?

5 A Yes.

6 Q Okay.

7 A Uh-huh.

8 Q Did you provide the information for him to file the

9 answer?

10 A Whatever he asked, I provided the information.

11 Q Did anybody else provide information?

12 A No.

13 Q Set aside the complaint, is there anybody else who

14 is more qualified to answer questions about the

15 topics in the exhibit?

16 A No. Just me, now, since my dad isn't here.

17 Q Understood. I'm going to ask you to turn to Page

18 13, up at the top.

19 A At the bottom?

20 Q At the top --

21 A I got it.

22 Q -- right-hand --

23 A I got it.

24 Q -- side. So Page Number 13. That is Exhibit A to

25 the complaint. Do you recognize that document?

1 A Yes.

2 Q And is that a contract between Flint and North

3 Edisto?

4 A That is a document between John Deere Financial and

5 North Edisto.

6 Q Okay. Accepted by John Deere --

7 A Right.

8 Q -- correct?

9 A Seller's name, Flint.

10 Q Right. And, I guess, on the front page, it -- it

11 shows -- has a stamp that says "Accepted."

12 A Right.

13 Q And on the second -- the next page, 14, there are

14 terms for the financing of a -- an item of

15 equipment or two. Can you briefly tell me what the

16 equipment is?

17 A It states a "753 John Deere feller buncher and a

18 saw head."

19 Q Do you recall that piece of equipment?

20 A I do, but I'm not that familiar with the equipment.

21 I mean, the -- my dad purchased the equipment. He,

22 you know, handled the buying of the equipment.

23 Q Okay.

24 A I -- I didn't have anything to do with that.

25 Q Would you recognize your dad's signature if you saw

1 it?

2 A Yes.

3 Q Okay. So are you familiar that this was a piece of
4 equipment or two pieces of equipment that was
5 financed with John Deere?

6 A Correct.

7 Q Okay. And if you would turn to 17, is your dad's
8 signature listed on Page 17?

9 A It is.

10 Q Both, on behalf of North Edisto, and individually,
11 correct?

12 A I'd say yes.

13 Q Okay. And next to that is a -- a stamp under "John
14 Deere Construction & Forestry Company" as the
15 lender, dated February 7, 2014; is that correct?

16 A Correct.

17 Q I'm going to go down a little bit and show you the
18 version. So in -- in the box below that, this is
19 Page 5 of 5. Do you see that?

20 A I see that.

21 Q Do you see that there's a time and a date?

22 A Yes.

23 Q And a version?

24 A Yes.

25 Q And it relates to an application ID?

1 A Yes.

2 Q And a settlement number?

3 A Yes.

4 Q Okay. Ask you to turn to Page 21. And this is

5 another contract, an exhibit attached to the

6 complaint, accepted by and received by John Deere.

7 On the next page, on Page 22, it describes the

8 equipment. Can you see that?

9 A Yes.

10 Q Do you recall that -- that particular piece of

11 equipment?

12 A Yes.

13 Q And that was financed through John Deere?

14 A Correct.

15 Q Purchased by North Edisto Logging?

16 A Correct.

17 Q And on Page 25, do you see your -- the signature of

18 your father?

19 A Yes.

20 Q And the authorization from John Deere?

21 A Yes.

22 Q Okay. Going to Page 27, this is another contract,

23 Exhibit E, attached to the complaint. And if you

24 turn the page, do you recognize those items of

25 equipment?

1 A Yes.

2 Q Can you briefly describe them for us?

3 A 437 knuckleboom log loader, a delimber.

4 Q Could I ask you to speak up and -- and clearly?

5 A 437D knuckleboom log loader, a knife delimber, and

6 a trailer.

7 Q Okay. And were those items purchased and financed

8 by John Deere?

9 A Yes.

10 Q And on Page 31, is that a signature -- are those

11 signatures of your father?

12 A Yes.

13 Q And the authorization by John Deere.

14 A Yes.

15 Q Okay. The next -- refer to Page 33. Another

16 contract, Exhibit G, attached to the complaint. On

17 the next page, do you recall this equipment?

18 A Yes.

19 Q Can you describe it for us?

20 A 648H skidder.

21 Q And was that also purchased by North Edisto and

22 financed by John Deere?

23 A Yes.

24 Q On Page 37, is that the signature of your father?

25 A Yes.

1 Q And authorization by John Deere?

2 A Yes.

3 Q Next is Page 39, Exhibit I to the complaint. Do

4 you recognize that loan contract?

5 A Yes.

6 Q And on the next page, can you describe the

7 equipment?

8 A 853M tracked feller buncher feller and a feller

9 felling head.

10 Q And were those items purchased by North Edisto

11 Logging and financed by John Deere?

12 A Yes.

13 Q And on Page 43, is that the signature of your

14 father?

15 A Yes.

16 Q And the authorization by John Deere?

17 A Yes.

18 Q And on Page 45, Exhibit K, attached to the

19 complaint, do you recall seeing a demand letter

20 from my law firm?

21 A Yes.

22 Q Dated December 10, 2018?

23 A Yes.

24 Q What did you do when you received that letter?

25 A Sent that to my attorney.

1 Q Did you make any arrangements to pay the amounts
2 due on those loans?

3 A My attorney was representing North Edisto Logging.

4 Q Did you make any effort to pay the amounts due on
5 the loans?

6 A Again, my attorney was representing North Edisto
7 Logging.

8 Q So you did not make any effort to pay; is that your
9 answer?

10 A I'm not saying I did not. I was letting him talk
11 to John Deere Financial on my behalf -- or North
12 Edisto Logging's behalf.

13 Q All right. The next tab, starting on Page 48. Do
14 you recognize that document?

15 A Yes.

16 Q And is that the answer in counterclaims filed by
17 North Edisto against John Deere?

18 A Yes.

19 Q And you were the only person at North Edisto who
20 provided information to prepare that document,
21 correct?

22 A Correct.

23 Q If I can ask you to skip forward, please, to Page
24 84. It's behind Tab 4, okay? Just let me know
25 when you're there.

1 A I guess this is 84. I'm here.

2 Q Okay. Now, I'm -- I'm going to represent to you

3 that these documents in Tab 4 were documents that

4 were produced in this lawsuit by Flint Equipment

5 Company, okay? They're easier to read and they're

6 -- they're more, I guess, complete, which is why

7 I'm referring to them. If you have any questions

8 about the difference between the documents we've

9 already went -- went over, just let me know, okay?

10 Turning to Page 80 -- excuse me, Page 86. Can you

11 identify that document?

12 A Yes. I have seen it before?

13 Q Okay. Is it a purchase order?

14 A Yes.

15 Q Is it signed by your father?

16 A Yes.

17 Q And is it a document by which he sought to purchase

18 certain equipment for North Edisto Logging?

19 A Yes.

20 Q Okay. Do you recognize the equipment that is

21 described in the middle of the page?

22 A Yes.

23 Q And the serial number?

24 A I -- I assume the serial number is correct. I -- I

25 do not know that by memory.

1 Q Okay. And the purchase price?

2 A Yes.

3 Q And that details the amount financed, correct?

4 A Correct.

5 Q Okay. Turn to the next page. I will represent to

6 you that this is the same loan contract -- we can

7 go back and make sure -- only that it has not yet

8 been approved by John Deere, okay? But comparing

9 the purchase order to the loan contract, can you

10 tell me if the numbers match? That's not a fair

11 question. Let -- let me ask you, first, if the

12 equipment matches.

13 A Yes. The equipment matches.

14 Q And the serial number, specifically?

15 A Yes. And I do not see a serial number on the saw

16 head. On the front page.

17 Q Right. Agreed. But that's the one that -- that

18 was purchased in the contract?

19 A Yes.

20 Q Okay.

21 A I think so.

22 Q The amount financed matches the -- well, I guess,

23 the balance due matches the unpaid balance of cash

24 price?

25 A Balance due --

1 Q To clarify, the balance due on the purchase order
2 matches the unpaid balance of cash price in the
3 contract?

4 A Balance due matches the cash price? No. It
5 doesn't.

6 Q Okay. If you -- what is the balance due?

7 A 315,434.06.

8 Q Okay. And the --

9 A Cash price is 350,482.06.

10 Q Okay. Two lines down.

11 A The unpaid balance --

12 Q Correct.

13 A -- of cash price? 315,434.06.

14 Q Okay. So that matches, right?

15 A Yes. That matches.

16 Q Okay. And back up one page to 85. Do you
17 recognize that document?

18 A Yes.

19 Q And is that an equipment invoice?

20 A Yes.

21 Q And the date is -- what -- what date is -- is up
22 there?

23 A January 31st, 2014.

24 Q And does that describe the same equipment
25 purchased?

1 A Yes.

2 Q And is the total of the invoice correct?

3 A Yes.

4 Q If I can ask you to go to Page 100. Actually, 101.

5 Is that a new purchase order?

6 A Yes.

7 Q And dated August -- I think that's 18, of 2014?

8 A Yes.

9 Q And do you recognize the signature of your father

10 down at the bottom?

11 A Yes.

12 Q And the equipment -- and on this one, he -- it

13 looks like he purchased -- or accepted an extended

14 warranty --

15 A Yes.

16 Q -- is that -- okay. And does this match the loan

17 contract that follows?

18 A Yes. And I -- I assume that they included the

19 warranty in the total? Their warranty isn't

20 separated there.

21 Q Okay. And going back to the equipment invoice on

22 Page 100, does that also match in terms of the item

23 described and the total?

24 A Yes. That's the same total.

25 Q Okay. And on Page 106, that's your father's

1 signature?

2 A Yes. But this one doesn't have an authorized

3 signature by John Deere.

4 Q That's right. That's right. The next page is 112.

5 Is this a new purchase order for some equipment?

6 A Yes.

7 Q And is that signed by your father?

8 A Yes.

9 Q And in the middle, does that describe the same

10 equipment?

11 A Yes. It does.

12 Q Okay. And above that, "Extended warranty accepted"

13 by his initials?

14 A Yes. I assume that's the powertrain warranty

15 that's dated over here -- or stated over here.

16 Q Okay. And the next page starts the contract. Is

17 that the same contract that -- is that the contract

18 that describes the equipment in the purchase order?

19 A Yes.

20 Q And is the equipment invoice -- does that also

21 describe the equipment?

22 A It does. It just doesn't separate the knife

23 delimeter and the trailer.

24 Q Okay.

25 A It has it all listed as the "Knuckleboom loader

1 with all standard equipment." It doesn't sit the -
2 - the amount isn't separated on the equipment
3 invoice.

4 Q Okay. Does the amount of the balance due match?

5 A The cash price matches the balance due, but the
6 unpaid balance of cash price is 195,569 -- 56 --
7 560 -- 195,669.

8 Q And does that show a credit for a -- a down payment
9 of --

10 A Correct.

11 Q -- \$22,000?

12 A Correct.

13 Q Does that explain the difference?

14 A Correct.

15 Q And on Page 117, signed by your father?

16 A Yes.

17 Q On Page 120, do you recognize that document?

18 A No. I mean, I don't recognize this document. I
19 mean, my dad signed that. I didn't -- I was never
20 with him when he purchased the equipment.

21 Q Does that look like your father's signature?

22 A Yes.

23 Q And what is that document?

24 A Application for extended warranty.

25 Q Okay. If you would go to Page 128. Could you

1 identify that document?

2 A Yes.

3 Q Is that a -- another purchase order?

4 A Yes.

5 Q For equipment described in the middle?

6 A Yes.

7 Q And this is equipment purchased by North Edisto --

8 A Yes.

9 Q -- and financed by John Deere?

10 A Correct.

11 Q And this is signed by your father, correct?

12 A Correct.

13 Q The next page begins the contract. Does that match

14 the purchase order in terms of equipment,

15 description, and the amount -- amount financed?

16 A Yes.

17 Q And on Page 127, the equipment invoice, does that

18 also match?

19 A Yes.

20 Q Next page, please, 142. Can you identify that

21 document?

22 A Yes.

23 Q Is that a new purchase order for equipment

24 purchased by North Edisto --

25 A Yes.

1 Q -- and financed by John Deere?

2 A Correct.

3 Q The date of this order is September 1 of 2015,
4 correct?

5 A I do not see the date over here.

6 Q I will direct you.

7 A Okay. I see it. Date of order: September 1st,
8 2015.

9 Q Okay. Now, in the middle of this document, there
10 are some initials. Can you explain to me what
11 those initials -- are those your father's initials?

12 A Yes.

13 Q And do you know what he is purchasing there?

14 A Looks like he's purchasing a 2 -- "2015 John Deere
15 853 tracked feller buncher" --

16 Q Right.

17 A -- "with preventive maintenance. UU plan:
18 comprehensive."

19 Q Okay. So above that, where he's initialed, that's
20 "Ultimate Uptime Package" purchase, correct?

21 A Yes.

22 Q And the "Amount financed" -- or "to be financed,"
23 does that match the -- I'll get -- strike that.

24 I'll get there.

25 On the next page, is that your father's

1 signature and his initials?

2 A Yes.

3 Q And then on Page 148 starts the loan contract. Can
4 you tell me if those numbers match?

5 A The unpaid balance of cash price matches. There's
6 nowhere where the Ultimate Uptime is included in
7 the equipment description or anywhere on this
8 contract.

9 Q Okay. On the purchase order, is it described
10 underneath the \$400,000 . . .

11 A Yes. As \$59,263.

12 Q Okay. And on the equipment invoice on Page 141?

13 A Yes. \$59,263. But I do not see that anywhere on
14 the equipment description or on the loan contract.

15 Q Okay. If -- if you add \$400,000 to \$59,263, is
16 that the cash price of the loan contract?

17 A Yes. That total is the cash price.

18 Q So that's -- that is included?

19 A Yes. But the 384,263 and the 75,000 is where the
20 459,263 come from --

21 Q Okay.

22 A -- for the felling head and the feller buncher.

23 Q So you're saying there's a difference in price
24 there?

25 A I'm not saying there's a difference in price. It's

1 the way it's described.

2 Q Described. It's included in the cash price and
3 it's not broken out; is that what you're saying?

4 A Correct.

5 Q Okay.

6 A That is shown nowhere on the financial contract.

7 Q Okay. On Page 152, is that your father's
8 signature?

9 A Correct.

10 Q On the -- on Page -- and on Page -- back up to 141.
11 Forgive me, if we've already plowed this ground,
12 but does the equipment invoice match the contract?

13 A The numbers match, but the description does not
14 match.

15 Q Okay. The -- on Page 155, do you recognize that
16 document?

17 A I recognize my father's signature.

18 Q Okay. And have you ever seen this document?

19 A I don't recall. I may have.

20 Q Does that describe the extended warranty?

21 A Yes. It seems to.

22 Q Now, are all of these documents pertaining to this
23 contract --

24 A Yes.

25 Q -- all -- all dated September 30, 2015?

1 A Yes.

2 Q And, if you could turn to Page 162, do you
3 recognize that document?

4 A Just vaguely. I mean, I, like -- as I said, I was
5 not with my father when he signed the documents.
6 I'm sure I have them in a folder.

7 Q Okay. Do you know what "Ultimate Uptime" is?

8 A No. I do not.

9 Q Okay. Is that your father's signature?

10 A It is.

11 Q And is that a product that was purchased along with
12 the 853M feller buncher?

13 A Yes.

14 Q Last four, serial number, 7576?

15 A I assume.

16 Q Now, let's go back to the issue that you have
17 raised. On Page 149 is the contract. Is there any
18 dispute that the cash price of what was purchased
19 is \$459,263?

20 A No. No dispute there.

21 Q Okay. And when the equipment gets delivered, the
22 equipment invoice is issued at the same time, and
23 that has the same number, correct?

24 A Correct.

25 Q Is there any issue with having received the

1 equipment?

2 A No. Not that I'm aware of.

3 Q Okay. Is there any issue concerning receiving the
4 warranty?

5 A Not that I'm aware of.

6 Q Okay. Is there any issue concerning the receiving
7 the services under the Ultimate Uptime?

8 A I don't deal with the servicing, so I'm not aware
9 of how that works.

10 Q Are you aware of any dispute about receiving what
11 was purchased?

12 A I don't understand that question, or how you're
13 asking that question.

14 Q So I'll try to come at it from a different angle.
15 Your father ordered equipment with an extended
16 warranty and with the Ultimate Uptime. Were those
17 things received by North Edisto?

18 A Yes.

19 Q And were they financed by John Deere?

20 A According to this document, 149, the Ultimate
21 Uptime package isn't listed on there. The numbers
22 match, as far as the cash price, but the \$559,263
23 (as spoken) isn't listed there.

24 Q Okay. So go back to 142. I just want to make sure
25 I understand it. 142 is the purchase order?

1 A Correct.

2 Q 142 lists out the equipment, correct?

3 A Correct. No saw head. No \$75,000 saw head is

4 listed there.

5 Q Right. And the Ultimate Uptime plan:

6 Comprehensive is listed?

7 A Yes.

8 Q And it lists the extended warranty, and all of that

9 totals 459,263?

10 A Yes.

11 Q So when your father ordered this equipment and the

12 Ultimate Uptime, he agreed to pay 459,263, correct?

13 A Correct.

14 Q And that's the total amount that John Deere

15 financed, correct?

16 A That is the total amount.

17 Q Okay. And there's no allegation -- you are not

18 aware of any reason that North Edisto didn't

19 receive the warranty -- the services that were

20 purchased under this transaction, correct?

21 A As I stated, I don't -- do not know about the

22 Ultimate Uptime package. I don't know what that --

23 Q Okay.

24 A -- is. I don't know what that consists of because

25 I don't deal with the equipment in the woods or the

1 servicing or anything like that. But it was -- he
2 did purchase that.

3 Q Okay.

4 A It's just not listed on the contract.

5 Q Okay. Is it required to be listed on the contract?

6 A I would think so because I had a previous issue
7 where we purchased the Ultimate Uptime package on
8 another piece of equipment that burned three months
9 after we had it. And for my insurance to pay it
10 off, there was -- we were nowhere near the number
11 we owed to John Deere Financial because of that
12 issue.

13 Q Okay. Is that a part of this lawsuit at all?

14 A No.

15 Q Okay. Do -- are -- who at North Edisto would
16 receive invoices from Flint Equipment for items
17 purchased or warranty work done or service, that
18 sort of thing? Where would those invoices go?

19 A Sometimes they were mailed; sometimes e-mailed to
20 my brother. I mean -- are you -- I think mostly
21 with the warranty information, that was probably
22 between my brother and Flint, or my father and
23 Flint. But as far as parts invoices and stuff like
24 that, I would file them in a file.

25 Q Okay. If -- if a bill came in from Flint, would

1 you be the one to pay it?

2 A Yes. Or I would, of course, discuss it with my

3 father first.

4 Q Okay. But it -- it would go across your desk?

5 A Yes. It would go across my desk to my father.

6 Q Okay.

7 A And then back to my desk or either --

8 Q And -- and with --

9 A -- a discussion with Flint.

10 Q Sorry. I didn't mean to talk over you. With --

11 with respect to the warranty items, those covered

12 by warranty, either partially or fully, would those

13 also be sent to you for your records?

14 A Yes. And, as I said, I would give them to my

15 father and let him review them, or my brother.

16 Because I -- I'm not aware of what work is done to

17 the equipment.

18 Q Okay. And -- and they would instruct you on --

19 A Correct.

20 Q -- whether to pay it or not?

21 A Correct.

22 Q Okay. Turning to Page 163, do you -- I'm not

23 asking you to go back five years -- or four and a

24 half years, but would this be the type of invoice

25 that you would receive?

1 A Yes. I assume so.

2 Q Okay. And we've been talking a lot about the last

3 contract, which is the 853 track buncher with last

4 four, serial number, 7576.

5 A Correct.

6 Q And so this is a service invoice; is that correct?

7 A That's what it states.

8 Q And this would be for service of some type on that

9 piece of equipment, correct?

10 A That's what it states.

11 Q Okay. And would you and your father or your

12 brother review these as they come in?

13 A Yes. I would have them review them because, as I

14 stated, I -- I didn't do -- deal with the servicing

15 or the repairs or anything with the equipment.

16 Q So, with respect to this documentation, do you keep

17 this in your office?

18 A Yes.

19 Q And are they in a file cabinet?

20 A Yes. Well, they're boxed up now.

21 Q They're boxed up?

22 A Probably. Since it's been five years.

23 Q And where would you send them when they're boxed

24 up?

25 A They're in a shop of ours.

1 Q On the North Edisto property?

2 A Yes.

3 Q Have you been -- ever been asked to produce any
4 documents in this lawsuit?

5 A I've been -- been asked to review the payments.
6 But not really any service documents or anything
7 like this.

8 Q Okay. Did you review the payment histories --

9 A Yes.

10 Q -- on all of these contracts?

11 A I did.

12 Q And did you find those to be in order?

13 A Yes.

14 Q Okay. Pardon me just a minute.

15 The contracts that we've gone through today
16 with John Deere, have any of them been modified?
17 Have there been any -- any loan modifications at
18 all?

19 A Not that I'm aware of. I tried for two years to
20 have them modified, according to a -- the letter
21 from John Deere about the flooding.

22 Q Okay. So, to your knowledge, there's been no
23 change in the terms of those contracts?

24 A To my knowledge, there has not.

25 Q And do you deny that all of the payments were not

1 made?

2 A Can you rephrase that?

3 Q Yes. I -- I'd be glad to.

4 MR. WHITT: (To Mr. Fanning) That -- that may
5 have been a double negative there.

6 Q Do you agree that North Edisto did not make all of
7 the payments required by the loan contracts?

8 A I'm not going to agree to that because of the
9 modification situation. Because I was promised
10 that that would be done -- like, as I said, for two
11 years. It never was completed. So, I mean, I'm
12 not going to agree that North Edisto did not make
13 all the payments because of the modifications not
14 being completed and John Deere Financial fulfilling
15 that promise.

16 Q Okay. Let's talk about that a little bit. So did
17 you have communications with somebody at John Deere
18 about modifying the loans?

19 A Yes. Multiple people.

20 Q And when -- about when was that?

21 A It looks like it began in October with a Jerry
22 McWilliams.

23 Q McManes?

24 A McWilliams.

25 Q McWilliams? Okay.

1 A On --

2 Q October of what year?

3 A 2015. And then I spoke with a Gary in November of

4 2015. I spoke with a Natalie in October of 2015.

5 And then I spoke with a Carmen in December of 2015.

6 And then I reached out to Flint because I was

7 getting no assistance from John Deere Financial,

8 and they put me in touch with Paul Whelan. So

9 that's -- I began talking with him.

10 Q What documents are you reading from?

11 A This letter from John Deere Financial, dated

12 October 8, 2015, about, "The recent flooding

13 conditions in South Carolina may create challenges

14 and concerns for many of our customers at John

15 Deere. With over 175 years of experience, working

16 with those linked to the land, we understand that

17 an event like this gives us yet another opportunity

18 to build trust while working closely with our

19 customers to understand their individual

20 circumstances and needs, and to offer assistance

21 when we are able. Please know that John Deere

22 Financial is here to help find solutions through

23 this difficult time, which position your customers

24 for future success.

25 "We have been proactive, and in many

1 instances, we may have already spoken with you or
2 some of your customers about the impact from the
3 flooding. Nonetheless, if you know of customers in
4 your area that need assistance, we would encourage
5 you to please have them call our dedicated toll-
6 free construction and forestry support line at 1-
7 800-325-0130. Dial extension 66451.

8 "As always, we are here to help and look
9 forward to working with you and our valued
10 customers. Thank you in advance for your loyalty,
11 support, and assistance. Sincerely, John Grosso."

12 And then it has the dates and names that I
13 spoke with people at John Deere Financial.

14 Q Has that documentation been produced in this
15 lawsuit?

16 A Not that I'm aware of.

17 MR. WHITT: (To Mr. Fanning) No. It hasn't.

18 MR. FANNING: Okay.

19 Q Why has it not been produced in this lawsuit?

20 A I can't answer that question.

21 Q Okay. If I could refer you back to the notebook,
22 behind Number 3C, starting on Page 76. Can you
23 identify that document for me?

24 A Response to plaintiff's request for production of
25 documents.

1 Q Is that the response of North Edisto Logging to the
2 request for documents?

3 A Yes. It seems to be.

4 Q Can you show me where any documents were ever
5 produced in response to the request for production
6 of documents?

7 A I can't.

8 Q Why not?

9 A Well, at this time, my attorney was handling the
10 situation.

11 Q Okay. And so what is the date of this document?

12 A September 24, 2019.

13 Q And it's more than nine months later, and now we're
14 sitting at a deposition and -- and no documents
15 have been produced?

16 A Well, to be honest, my dad was dying. He died.
17 And, honestly, that was -- his dying days were top
18 priority for me.

19 Q Do you understand you --

20 A And then --

21 Q -- have an obligation to respond to these -- these
22 documents?

23 A I do.

24 Q Do you understand that a -- a court can sanction
25 you for not providing the documents?

1 A I -- I do not.

2 Q Okay.

3 MR. FANNING: I think we need to take a break,
4 and I need to review whatever documents you've
5 got. And we'll decide if we need to come back
6 tomorrow.

7 MR. WHITT: Okay.

8 (Off the record from 11:19 a.m.
9 until 11:43 a.m.)

10 THE EXAMINATION BY MR. FANNING CONTINUES.

11 Q Okay. Ms. Gunter, do you understand that we're
12 resuming on the record now?

13 A Yes.

14 Q Do you understand that you are still under oath?

15 A Yes.

16 Q You have just now -- handed me a pile of
17 communications that have not been produced in this
18 lawsuit; is that correct?

19 A I mean, I assume so, if you say so. I mean, my
20 attorney had them.

21 Q Okay. And John Deere, through discovery, has asked
22 for all documents associated with your claims
23 against Deere; is that correct?

24 A Correct.

25 Q And no documents have been produced; is that

1 correct?

2 A I produced them to my attorney.

3 Q Okay. So now we -- we are starting fresh, and

4 we'll -- we'll -- what we'll do, is we will keep

5 the deposition open so that if, after today, I need

6 to depose you on this new material, we will do it

7 another day, okay?

8 A Okay.

9 Q We were talking about your requests to John Deere

10 to modify these loans, correct?

11 A Correct.

12 Q Has John Deere ever agreed, in writing, to modify,

13 enter -- any of these loans?

14 A Yes. In those e-mails.

15 Q Where is the writing?

16 A Can I hold the e-mails?

17 Q Here's the pile you gave to me.

18 A This letter right here states it's from John Deere

19 Financial --

20 Q May I see that?

21 A -- that they are willing --

22 Q Is this the --

23 A -- to modify them.

24 Q Is this the letter that you read earlier?

25 A Yes.

1 Q Okay. Who is it addressed to?

2 A "Dear John Deere Dealer."

3 Q Are you a John Deere dealer?

4 A No. But I received this from our dealer.

5 Q Is it addressed to North Edisto?

6 A Yes. This is to me, paula@northedistologging.com.

7 Q And who is that from?

8 A Flint. Charles McMurray at Flint Equipment.

9 Q Is there anything from John Deere Financial?

10 A Paul Whelan.

11 Q Do you have anything, in writing, from Paul Whelan

12 modifying the loan?

13 A I spoke with him on the phone several times, as

14 well. Which, unfortunately, I don't have a

15 recording of that; multiple times. But I -- I do

16 not see a e-mail.

17 Q Do you have anything in writing, whatsoever, that

18 shows that John Deere approved a loan modification

19 for North Edisto Logging for any of these loans?

20 A No. I do not.

21 Q If I could --

22 A Not with me.

23 Q If I could turn your attention to the last tab in

24 the notebook. And Page 222, you stated earlier

25 that you had reviewed the transaction histories for

1 all of these loans, correct?

2 A Correct.

3 Q Are these the transaction histories that you

4 reviewed?

5 A Yes.

6 Q On the back, second page, 223, when was the last

7 payment made on this loan?

8 A Looks to be November 21st, 2016.

9 Q Okay. On the next loan, when was the last payment

10 made?

11 A July 15th, 2016. No, August 31st, 2016.

12 Q And the next loan, when was the last payment made?

13 On Page 226.

14 A October 25th, 2016.

15 Q And on the next loan, on Page 228, when was the

16 last payment made?

17 A August -- no, October 26th, 2016.

18 Q And, finally, on Page 230, when was the last

19 payment made on that loan?

20 A January 13th, 2017.

21 Q And that's accurate?

22 A Yes.

23 Q If I could draw your attention to Page 48 --

24 actually, let's do 51 -- Page 51.

25 A Of which section?

1 Q It is behind Tab 2.

2 A On which page?

3 Q Fifty-one. Do you see the section where it says
4 "Factual allegations"?

5 A Yes.

6 Q And on -- in Paragraph 41, the last part says
7 "Documents were submitted, giving one set of
8 figures to defendants, and inconsistent set of
9 figures to John Deere."

10 Is that with regard to the feller buncher we
11 talked about earlier?

12 A Correct.

13 Q Is there any other instance in which documents were
14 submitted, giving one set of figures to defendants
15 and inconsistent set of figures to John Deere?

16 A Not in this case.

17 Q Not in --

18 A But we --

19 Q -- this case?

20 A No. Not in this case.

21 Q Okay. On the next page, Paragraph 43, states that
22 "Attached as Exhibits A and B are examples of two
23 of these transactions where an extended warranty
24 was included in the figures provided to North
25 Edisto Logging, but excluded from the figures

1 provided to John Deere with the other amounts being
2 increased to keep the total amount the same."

3 Referring to these documents, if you would,
4 please, go to Page 55. Same tab.

5 A (Complies.)

6 Q Looking at Page 55 and 56.

7 A Uh-huh?

8 Q What is the -- first of all, does this -- did these
9 pages relate to any of the John Deere loans that
10 are the subject to the lawsuit?

11 A No. This one does not.

12 Q Does not. Were these financed transactions?

13 A Yes.

14 Q Who were they financed by?

15 A John Deere.

16 Q Have they been paid?

17 A Yes. The cutter burned --

18 Q That was the --

19 A -- within three months that we had it.

20 Q And the insurance -- you had a -- an insurance
21 claim?

22 A Yes. Unfortunately.

23 Q And -- okay. So how -- describe to me how these
24 numbers don't match.

25 A The -- on the John Deere Financial where the

1 equipment description is listed.

2 Q Okay.

3 A The numbers match but the "Ultimate Uptime"--

4 33,097 isn't listed in the description.

5 Q Okay. So you're referring to Document 55?

6 A Yes.

7 Q Okay. And that document is dated July 29th of

8 2015?

9 A Correct.

10 Q And that's an equipment invoice?

11 A Correct. From Flint.

12 Q And that -- that is delivered when the equipment is

13 delivered, correct?

14 A I assume so.

15 Q And what are you saying about the Ultimate Uptime

16 package?

17 A That the description -- equipment description on

18 the John Deere Financial contract does not list the

19 Ultimate Uptime package anywhere. It's just

20 showing financing a hole puncher and a saw head.

21 Q Okay. Does that change the amount financed?

22 A No. It doesn't. But it -- I had -- I had a

23 problem with the insurance company because the

24 value of the cutter that burned did not match what

25 I owed John Deere Financial.

1 Q Do you have a copy of the contract -- the loan
2 contract that goes with that transaction?

3 A What do you mean, "the loan contract"? The -- this
4 by John Deere Financial?

5 Q Correct. The purchase of the John Deere 843 wheel
6 fellow -- feller buncher, bearing serial number
7 ending at M8472.

8 A You're talking about Page 56?

9 Q Right. So Page 55, 56, and 57 relate to the same
10 equipment, correct?

11 A Correct.

12 Q Do you have the -- the loan contract?

13 A Do -- do I have it in my office? Yes.

14 Q Yes. Okay. Have you produced it?

15 A Yes. To my attorney.

16 Q All right. So Page 56, was that signed by your
17 father?

18 A Yes.

19 Q And is the Ultimate Uptime included?

20 A Yes. On Page 56.

21 Q And did you receive that product?

22 A I don't recall seeing that. All I -- all -- all I
23 recall is the equipment invoice and the John Deere
24 Financial agreement.

25 Q So how are you damaged by --

1 A Because I was going to have pay the difference of -
2 - my insurance company was requesting North Edisto
3 to pay the difference owed to John Deere Financial
4 because the value of the tractor was only \$258,000
5 and some change.

6 Q And how much did --

7 A And we owed 280-something thousand dollars.

8 Q All right. Help me understand that. So that
9 feller buncher burned?

10 A Correct.

11 Q Destroyed?

12 A Within three months after we purchased it.

13 Q It was totaled?

14 A Totaled. My dad almost burned up in it.

15 Q And you made a claim against the insurance company?
16 You had insurance on it?

17 A Correct.

18 Q You made a claim?

19 A Correct.

20 Q How much was covered by the insurance company?

21 A I don't have those figures with me.

22 Q How much did you have to pay in addition to the
23 insurance?

24 A I didn't pay anything because I wasn't going to pay
25 anything. It was all financed through John Deere

1 Financial, but that's how I found out that the
2 Ultimate Uptime package wasn't included on this
3 John Deere Financial document.

4 Q So you didn't have to pay the difference, correct?

5 A No. I did not.

6 Q So how were you damaged?

7 A Well, it took a lot of my time to figure out what
8 was going on -- of why the difference was there.

9 Q Okay. Anything else?

10 A You know, it cost time. It cost us the loss of
11 time without the piece of equipment, loss of
12 income.

13 Q How do you calculate those --

14 A We didn't have a buncher.

15 Q -- differences?

16 A We didn't have a buncher. Flint would not
17 communicate with us when the cutter burned.

18 Q So how -- how do you arrive at -- at -- I mean
19 what's -- what is -- what would be a -- the dollar
20 figure --

21 A I don't have that --

22 Q -- for your claim?

23 A -- today. I have -- I don't have that.

24 Q Okay. You -- you filed a claim against John Deere,
25 and you haven't computed a claim at all?

1 A A number? A dollar amount? No.

2 Q So --

3 A I haven't.

4 Q -- your time and down -- down equipment?

5 A With this?

6 Q Uh-huh.

7 A Concerning this piece of equipment?

8 Q Correct.

9 A But this contract doesn't have anything to do with

10 the suit.

11 Q Okay. Understood. Does it have anything to do

12 with your counterclaim against Deere?

13 A Yes.

14 Q Okay. What are you claiming Deere owes because the

15 numbers don't match?

16 A I don't have an amount today. I don't -- me and my

17 brother and our attorney haven't discussed an

18 amount.

19 Q Do you understand that John Deere has asked for

20 that from you through discovery?

21 A A -- a total amount for the -- I mean, what are you

22 asking?

23 Q I -- I'm asking you what you think your damages are

24 relating to your claim.

25 A I don't have a total amount, a number. I don't

1 have a dollar amount.

2 Q Is that not part of the "Topics" that's listed in
3 the Exhibit A that you are to address under oath
4 today?

5 A I don't have a dollar amount.

6 Q Okay. Let's go to the next page. Page 58, 59, and
7 60. Explain to me how those numbers don't match or
8 -- have we covered this already?

9 A Yes. The numbers do match, but the description --
10 equipment description does not match.

11 Q Okay.

12 A Because the Ultimate Uptime package is not listed
13 on the description -- equipment description.

14 Q But it's the same amount that you --

15 A Yes. But --

16 Q -- purchased --

17 A -- there is not a \$59,263 figure on this loan
18 contract with John Deere Financial.

19 Q And how does that damage you?

20 A That damages me because of they might -- my
21 situation with the cutter that burned.

22 Q Did --

23 A Because I would have owed more to John Deere
24 Financial than what my insurance company would pay.

25 Q Did the feller --

1 A So the value of the equipment doesn't match of what
2 my insurance company values the equipment at, or --
3 Q So let me ask you --
4 A -- the amount financed doesn't match.
5 Q Okay. So this is a 2015 feller buncher, correct?
6 A Correct.
7 Q And this is related to Loan 5, correct?
8 A Correct.
9 Q Has Loan 5 -- has -- has this feller buncher been
10 damaged to create an insurance claim?
11 A That has not been damaged.
12 Q Okay. And so how would this affect the value of
13 the equipment?
14 A I believe it affects the value of the equipment
15 because what was financed included the almost-
16 \$60,000 Uptime package, and the -- obviously, the
17 feller buncher was only \$400,000.
18 Q But we went through the purchase order. We went
19 through the contract --
20 A Correct.
21 Q -- and we went through the equipment invoice --
22 A Correct.
23 Q -- and it's exactly as your father agreed to,
24 correct?
25 A Correct.

1 Q It's just not separated?

2 A It is not.

3 Q Okay. And how did that -- and -- and you've
4 already testified that you got the benefit of the
5 Ultimate Uptime warranty, correct?

6 A I'm not sure if we did or not because I -- I don't
7 know what -- how much of that was used on the
8 Uptime.

9 Q Okay.

10 A I don't know how much of the \$60,000 was used from
11 there.

12 Q Okay. But you -- you've already testified that the
13 numbers match.

14 A The numbers --

15 Q It's just not separated out.

16 A -- match. The description does not match.

17 Q Okay. And how does -- how do you consider being
18 damaged as a result of the numbers not matching?

19 A Honestly, it damages me mentally. It's just -- it
20 has been very stressful to deal with this. So, I
21 mean, you can't put a dollar amount on that. And
22 as my dad was dying, this was a very stressful
23 situation for my brother and myself as we were
24 losing our father.

25 Q So, according to the documents, the documents are

1 consistent with what your father agreed to,
2 correct?

3 A This document is not consistent. The numbers match
4 --

5 Q Which document are you referring to?

6 A Page 60.

7 Q Uh-huh.

8 A The "Equipment description." That is nowhere on
9 this equipment invoice where it's separated for a
10 \$75,000 felling head, and then a value of 364,081.
11 Those numbers are nowhere on here. They may add up
12 to be the same amount, but is -- the description is
13 not the same.

14 Q Okay. So let me understand this and put it a
15 little differently: So you buy a feller buncher,
16 and then you add the Ultimate Uptime. Does that
17 make the feller buncher more valuable because it
18 comes with the Ultimate Uptime warranty?

19 A I'm not sure about that because I don't really know
20 about the warranties.

21 Q Okay. Well, let's assume that the Ultimate Uptime
22 requires John Deere to come out every 500 hours of
23 that machine and make sure it's running and change
24 the oil or whatever needs to be done. Would that
25 increase the value of the feller buncher?

1 A I -- I mean, I -- I do not know.

2 Q Okay. Fair enough. Going back to your answer, and
3 I'm referring to Page 52, "During the servicing of
4 the loans that are the subject of this action, the
5 plaintiff has failed to properly perform its
6 obligations."

7 How has John Deere failed to properly perform
8 its obligations?

9 A What number was that?

10 Q Paragraph 44.

11 A With the modification.

12 Q Okay.

13 A The run-around that I had with the modifications.

14 Q So you're upset with Deere because they would not
15 approve a modification?

16 A I never had anyone that would -- I -- I have e-
17 mails saying they're working on it. They're
18 working on it. "I'm working on it."

19 Q Is there anything in the loan documentation that
20 requires them to modify the loan?

21 A No. But the loaner states that "valued customers,"
22 which my daddy had purchased John Deere equipment
23 for many, many years of his life -- many years.
24 He's been in the John Deere magazine. He's -- was
25 a loyal John Deere customer until that cutter

1 burned. And then the owner, Fling, told who'd done
2 poisoned West Columbia, not to speak to my daddy.
3 And he's a representative of John Deere. He's
4 bought millions of dollars worth of equipment from
5 John Deere, and I feel like we're a very loyal
6 customer.

7 Q So there -- there's -- I guess my question was: Is
8 there anything in the loans that would require John
9 Deere to modify the terms of the loan?

10 A I haven't read every sentence in the -- I didn't
11 sign the papers, so I could not answer that
12 question.

13 Q So this claim relates to John Deere's failure to
14 modify the loans?

15 A And service the loans properly.

16 Q Okay. What other -- by -- by -- what do you mean
17 by "service the loans"?

18 A Well, the agent I was -- or representative I was
19 dealing with, with John Deere Financial, Paul
20 Whelan -- I mean, you see the e-mails back and
21 forth between us where I would get no response from
22 him. I feel like he -- a representative of your
23 company was not -- or, John Deere, was not
24 servicing the loans properly.

25 Q Aside from not agreeing to modify it --

1 A He never did not -- not agree to do it. John Deere
2 Financial -- I never heard that they did not agree
3 to do it. That was never told to me.

4 Q Okay.

5 A I was told they were working on it. "We're working
6 on it. We're working on it," for years.

7 Q Okay. Any other reasons why you think John Deere
8 failed to service the loan properly?

9 A I -- I do not know why they didn't service the loan
10 properly. As I said, we were -- my father's been a
11 very loyal customer to John Deere --

12 Q Okay.

13 A -- for 50-plus years.

14 Q Referring to Page 53 of your claim against Deere,
15 I'm referring to Paragraph 54. "Plaintiff
16 negligently failed to supervise the production and
17 execution of these loan documents or negligently
18 supervised the conduct, its agents, and/or
19 negligently failed to engage an agent who acted
20 within the confines of the law."

21 Tell me what you mean by that.

22 A Paul Whelan. I mean, as I stated, for two and a
23 half years/two years, you know -- "I'm working on
24 it. We're working on it. We're going to get them
25 modified." I mean, I believed him. I believed the

1 agent of John Deere Financial. I believed he was
2 going to modify those loans or have them modified.
3 He worked for John Deere Financial. He represented
4 John Deere Financial. I believed he was doing it
5 because he told me he was doing it. Otherwise, I
6 would have never exchanged e-mails with him or had
7 the phone conversations with him.

8 Q So his -- his -- other -- other than his failure to
9 communicate with you in a manner that you consider
10 proper, was there anything else that Paul Whelan
11 did?

12 A I'm not sure what he did. I'm not sure what he was
13 doing there.

14 Q Okay. Anybody else at John Deere?

15 A No. He was my main contact: Paul Whelan.

16 Q Anybody else? Nobody else?

17 A After he retired or resigned or -- there was
18 another man that called, but I referred him to
19 Randy because Randy was representing us at that
20 time.

21 Q Okay. "John Deere" -- next -- next paragraph is
22 Paragraph 55: "John Deere failed to discharge his
23 duty to oversee and manage the -- the origination
24 of these loans in a manner that was lawful and
25 proper."

1 Aside from what we've talked about, anything
2 else? Are there any other facts that would
3 substantiate that claim?

4 A No. Just the things that I've said before.

5 Q Okay. Who -- have -- have you ever heard of other
6 logging customers of Deere complain?

7 A Not exactly. I mean, of course, you know, lockers
8 talk and I'm not sure if anyone's had the same
9 problems we had. I really don't put my business
10 out there for other people to know, so I would say
11 no to that question.

12 Q Have you talked to anybody -- any other customers
13 of Deere about your claims against Deere?

14 A No.

15 Q Have you ever talked about the -- the difference
16 between the numbers with anybody else -- any other
17 customers of Deere?

18 A No.

19 Q Have you ever talked to any other customers of
20 Deere about the -- their failure to approve the
21 loan modification?

22 A Not that I'm aware of.

23 Q Okay.

24 A And can I say something? Am I allowed to say
25 something?

1 Q In response to my question, yes. But --

2 A When you said "They didn't approve it," I was never
3 told it was not approved.

4 Q Okay.

5 A I was never told the modifications were not
6 approved. I was told, "I'm working on it. We're
7 working to approve the modifications." And then,
8 you know, it was drawn out. So then, you know,
9 that's all I got from him: "We're working on it.
10 We're working on it."

11 Q What were you asked to provide to John Deere in
12 order for them to make a decision about whether to
13 approve or not approve a loan modification?

14 A Nothing.

15 Q Nothing?

16 A No.

17 Q No paperwork?

18 A No.

19 Q No financials? No --

20 A No. I mean, they were -- those were newly-
21 purchased equipment -- I mean, most of it was.

22 Q No --

23 A They were purchased in 2015, and so they had all
24 the paperwork they needed. They had --

25 Q Did they not --

1 A -- tax returns. They had everything they needed.

2 Q Did they not require financials --

3 A No.

4 Q -- from you --

5 A No.

6 Q -- to assess the -- the adverse impact of the flood

7 on your business?

8 A No.

9 Q Why would they -- why would they give you a loan

10 modification after a flood if it didn't adversely

11 affect your business?

12 A They never asked for documentation. It did affect

13 us, but they never asked for documentation.

14 Q All right.

15 A It was if you lived in this county -- they had a

16 list of counties and we were in the counties that

17 was listed, logging in the counties. I was never

18 asked for any financial documentation. As I

19 stated, we had just purchased a new piece of

20 equipment that had just burned, so they had all our

21 finances.

22 Q Now, is it your testimony today that Paul Whelan

23 did not tell you that your modifications were

24 denied?

25 A No. He never said the modifications were denied.

1 Q Anybody at John Deere Financial?

2 A No.

3 Q Are you testifying that your loan-modification
4 request was not denied because you didn't provide
5 financial documentation or a financial statement?

6 A Can you re-say that or restate that?

7 Q Are you saying that John Deere did -- didn't deny
8 your loan modification on the basis that you failed
9 to provide financial documentation?

10 A I was never asked for financial documentation. As
11 I stated before, we had just purchased a brand-new
12 buncher. I do not recall ever being asked for
13 financial information.

14 Q Are you aware of anyone else Paul talked to at
15 North Edisto?

16 A My dad, Paul? Or Paul Whelan?

17 Q Paul Whelan?

18 A No. I'm not aware of anyone else he talked to
19 besides my attorney.

20 Q Do you have a CPA?

21 A I have our new CPA.

22 Q Did you have a CPA in 2015 when you were --

23 A Yes.

24 Q -- asking for a loan modification?

25 A I did.

- 1 Q And who was that?
- 2 A Austin Sheheen.
- 3 Q Can you spell the last name?
- 4 A S-h-e-h-e-e-n.
- 5 Q And is that a man or a woman?
- 6 A Man.
- 7 Q And how long did Austin Sheheen work for or do work
- 8 for North Edisto?
- 9 A 2012 through 2018.
- 10 Q And what did Austin Sheheen do for North Edisto
- 11 Logging?
- 12 A He filed our tax returns, compiled all the
- 13 information I would send him.
- 14 Q Did he ever prepare or audit any financial
- 15 statements of North Edisto?
- 16 A He prepared.
- 17 Q Did he compile any information from lenders?
- 18 A Tax returns.
- 19 Q Any other information?
- 20 A I don't recall.
- 21 Q Would anyone else at North Edisto, besides you or
- 22 Austin Sheheen, prepare any financial
- 23 documentation?
- 24 A No.
- 25 Q Are you aware of any communication directly between

1 Austin Sheheen and John Deere Financial?

2 A I'm not.

3 Q Have you been provided with the balances owing on
4 the loans after the disposition of the equipment?

5 A Yes.

6 Q Okay. Have you made any effort to pay those
7 balances?

8 A No.

9 Q Have you ever asked John Deere for any information
10 or documentation in this lawsuit?

11 A I have not.

12 Q Have you instructed your attorney to do so?

13 A I haven't instructed him to. I mean, I don't know
14 if he has.

15 Q I'm sorry. I didn't --

16 A I have not instructed him to.

17 Q You have not instructed him to what?

18 A The question you asked: to request documents from
19 John Deere Financial. I believe that was the
20 question.

21 Q Those are the questions that I've got.

22 MR. FANNING: I -- I will elect to leave the
23 deposition open, pending a -- a more thorough
24 review of the new documents.

25 MR. WHITT: Okay.

1 MR. FANNING: And the documents that you, I'm
2 sure, will be sending to me to respond to our
3 discovery?

4 MR. WHITT: Well, I -- I wouldn't assume -- in
5 the absence of there being some additional
6 conversation, we've got what we have here
7 today, and I would not anticipate that there's
8 going to be anything else to those requests.
9 Because, as I stated before, I believe I've
10 answered those -- those requests already.

11 MR. FANNING: All right. We will --

12 MR. WHITT: I do have a -- have a couple of
13 questions for Ms. Gunter, which I'd like to
14 get on the record, as well.

15 MR. FANNING: That'd be fine. (To the
16 videographer) Are you picking up his audio?

17 THE VIDEOGRAPHER: (Nonverbal affirmation.)

18 MR. WHITT: I believe I have my microphone in
19 the right place.

20 MR. FANNING: All right.

21 MR. WHITT: I'm getting the thumbs-up.

22 EXAMINATION

23 BY MR. WHITT:

24 Q Ms. Gunter, there was a reference to the amounts
25 that were generated from the sales of the equipment

1 when it was repossessed. Do you have the list that
2 was provided, that I gave to you and was given to
3 me by, I believe, Mr. Corning (phonetic), that had
4 the each equipment -- each piece of equipment and
5 what it sold for?

6 A Yes.

7 Q Do you have an opinion as to whether those values
8 that were realized represent the fair value of
9 those pieces of equipment?

10 A No. I don't. Then, I do not.

11 Q Are you aware of the facts surrounding the sale of
12 those pieces of equipment?

13 A Not exactly. I know that they went to auction one
14 time, and then they had to go to auction again
15 because of some batteries or some starting
16 problems, from what I understand by what you've
17 been told.

18 Q Understood.

19 MR. WHITT: Nothing further.

20 MR. FANNING: I have nothing.

21 FURTHER DEPONENT SAITH NOT.

22 (Whereupon, there being no further
23 questions, the deposition was
24 adjourned at 12:26 p.m.)

25 (*This transcript may contain quoted material.

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CERTIFICATE

Date: 7/7/2020
Notary public for South Carolina
My commission expires July 14, 2020

EXHIBIT E**EXHIBIT****4**

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

John Deere Construction & Forestry
Company,)

Plaintiff,)

vs.)

North Edisto Logging, Inc., and Paul
Gunter,)

Defendants.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Civil Action No. 2018-CP-32-04329

**ORDER GRANTING SUMMARY
JUDGMENT**

This matter came before the Court on the Motion for Summary Judgment filed by Plaintiff John Deere Construction & Forestry Company ("Plaintiff"). A hearing on the motion was held via the Cisco Webex Virtual Courtroom on October 27, 2020. Plaintiff was represented by Paul A. Fanning. Defendants North Edisto Logging, Inc. and Paul D. Gunter ("Defendants") were represented by D. Randolph Whitt, Esq.

Having considered the parties' memoranda and exhibits, the filed affidavits, the arguments heard at the hearing on October 27, 2020, the applicable law, and the parties' proposed orders, this Court grants Plaintiff's Motion for Summary Judgment. The Court presents its findings and conclusions below.

STANDARD OF REVIEW

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to prevail as a matter of law. Rule 56(c), SCRPC. In determining whether any triable issues of fact exist, the Court should view the evidence in the light most favorable to the non-moving party. Fleming v. Rose, 350 S.C. 488, 493–94, 567 S.E.2d 857, 860 (2002). Naturally, "[a] court considering summary judgment neither makes factual determinations nor

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considers the merits of competing testimony; however, summary judgment is completely appropriate when a properly supported motion sets forth the facts that remain undisputed” David v. McLeod Reg’l Med. Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006). Entry of summary judgment is mandated, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish that existence of an element essential to that party’s case. Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 116, 410 S.E.2d 537, 545-546 (1991) (citing Celotex Corp. v. Catrett, 477 U.S. 317, 317 (1986)). In that kind of situation, “there can be no genuine issue as to any material fact, since a complete failure of proof concerning an essential element of the nonmoving party’s case necessarily renders all other facts immaterial.” Id. at 116, 410 S.E.2d at 546. “The moving party is entitled to a judgment as a matter of law because the nonmoving party has not made a sufficient showing on an essential element of their case for which they have the burden of proof.” Id.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff’s Complaint asserts causes of action against the Defendants for breach of contract seeking damages of \$946,378.65 along with interest and attorney’s fees. The claims stem from five commercial contracts relating to the purchase and financing of certain logging equipment and warranty products (the “Contracts”). The Contracts were each secured by the financed equipment described therein (the “Collateral”).

Plaintiff’s Complaint alleges that Defendants entered into five separate loan contracts and accompanying security agreements with Plaintiff between January 30, 2014 and September 30, 2015. Defendants admitted each of the Contracts are valid and enforceable. Defendants also admitted that no payments have been made on any of the Contracts since at least January 2017. On December 10, 2018, Plaintiff sent Defendant a notice of default, notice of acceleration, and

demand for payment in full on the Contracts. Plaintiff sought, and was granted, an Order for Dispossession of the Collateral on June 12, 2019. After providing Defendants written notice of their intent and of Defendants' right to redeem, Plaintiff obtained possession of and sold the Collateral, applying the proceeds from the sale to the balance remaining on the Contracts.

In opposition to Plaintiff's Motion, Defendants claim the Collateral was not sold in a commercially reasonable manner after the Order of Dispossession. Defendants rely solely on the Affidavit of Paula Gunter filed on October 22, 2020, five days prior to the hearing. Ms. Gunter states the sales were unreasonably delayed, duplicate expenses and interest were incurred, and the sale prices were inadequate. No additional evidence was provided by Defendants to support these claims. Defendants have reviewed the line itemed account histories for each of the Contracts, and do not contest that the Transaction Histories accurately account for all payments received from or on behalf of Defendants. Defendants do not deny some amount of money is owed to Plaintiff under the Contracts. Defendants claim, however, they are entitled to certain offsets based on Counterclaims they asserted against Plaintiff including breach of the covenant of good faith and fair dealing, negligent supervision, and a class action claim.

ANALYSIS

Defendants assert in their Counterclaim that Plaintiff's conduct in servicing the loans and in attempting to obtain immediate possession was "based on faulty documents, [and] constitutes a breach of contract in that it violates Plaintiff's duty of good faith and fair dealing under each of the loan contracts that are the basis of this action." Specifically, Defendants allege that, over the course of several financing transactions originated by Flint Equipment Company, an authorized dealer of the Plaintiff's equipment, "documents were submitted giving one set of figures to Defendants and inconsistent set of figures to [Plaintiff]."

This allegation seems to center around only one of the Contracts (Contract 5) for equipment and an accompanying warranty plan. The difference in the “inconsistent figures” appears to be a \$30,000.00 credit for a down payment that was included in the total purchase price (the “Purchase Price”) financed through the Plaintiff, but which was not included in the total amount owed, before applying any down payments, featured on original equipment invoice (the “Invoice”). Defendants admit that they agreed to pay the Purchase Price. Defendants also admit they received the Contract 5 Collateral, along with the warranty package, and there was no issue concerning the receipt of either of those items. Plaintiff’s record show Defendants received service on the Contract 5 Collateral, as required under the warranty plan.

Defendants further allege Plaintiff breached the Contracts by failing to provide an agreed six-month extension of payments. However, Defendants have produced no request for a modification or extension of any of the Contracts, much less an agreement by Plaintiff to modify and extend any of the Contracts.

Defendants’ counterclaim for breach of the covenant of good faith and fair dealing fails to state a claim, as it lacks any allegation of their own contractual performance. Additionally, there is no independent cause of action for the implied covenant of good faith and fair dealing under South Carolina law, and even if there was, there is no issue of fact on the record to establish the elements of breach of the covenant of good faith and fair dealing. See RoTec Servs., Inc. v. Encompass Servs., Inc., 359 S.C. 467, 471–73, 597 S.E.2d 881, 883–84 (Ct. App. 2004) (“implied covenant of good faith and fair dealing is not an independent cause of action separate from the claim for breach of contract”). In sum, there is no breach of good faith and fair dealing without a separate and cognizable claim for breach of contract connected with it. It should also be noted that

Defendants neither sought reconsideration nor appeal of the subject Order of Immediate Dispossession on which they base their purported claims here.

In their Answer and Counterclaim, Defendants allege that Plaintiff negligently failed to supervise the filing of documents associated with their request for immediate possession. There is no evidence on the record to establish the elements of negligent supervision. This counterclaim was considered by Judge Keesley in this case at the June 10, 2019 pre-seizure hearing and he determined the request for immediate possession met the requirements of South Carolina law. Again, this Order was not reconsidered or appealed.

Defendants also allege that Plaintiff negligently failed to supervise the production and execution of the loan documents. However, this counterclaim is a restatement of Defendants' first counterclaim regarding inconsistent figures.

Finally, Defendants failed to assert a cause of action in their counterclaim for a Class Action, and their Counterclaims do not form the basis for a Class Action. Further, there is no evidence on the record to establish a Class Action, and Defendants have failed to present any genuine issues of fact that they have suffered any damages as a result of any actions or inactions on the part of Plaintiff.

CONCLUSION

In light of the facts and circumstances presented to this court, Defendant has failed to show that there is a genuine issue as to any material fact on their counterclaim causes of action. Therefore, this Court is persuaded that Plaintiff is entitled to summary judgment.

Based on the foregoing, **IT IS ORDERED**, that Plaintiff's Motion for Summary Judgment is **GRANTED**.

AND IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: John Deere Construction & Forestry Company VS North Edisto
Logging Inc , defendant, et al
Case Number: 2018CP3204329
Type: Order/Summary Judgment

It Is So Ordered

s/ Walton J. McLeod

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Plaintiff’s Complaint alleges that Defendants entered into five separate loan contracts and accompanying security agreements with Plaintiff between January 30, 2014 and September 30, 2015. Defendants admitted each of the Contracts are valid and enforceable. Defendants also admitted that no payments have been made on any of the Contracts since at least January 2017. On December 10, 2018, Plaintiff sent Defendant a notice of default, notice of acceleration, and

demand for payment in full on the Contracts. Plaintiff sought, and was granted, an Order for Dispossession of the Collateral on June 12, 2019. After providing Defendants written notice of their intent and of Defendants' right to redeem, Plaintiff obtained possession of and sold the Collateral, applying the proceeds from the sale to the balance remaining on the Contracts.

In opposition to Plaintiff's Motion, Defendants claim the Collateral was not sold in a commercially reasonable manner after the Order of Dispossession. Defendants rely solely on the Affidavit of Paula Gunter filed on October 22, 2020, five days prior to the hearing. Ms. Gunter states the sales were unreasonably delayed, duplicate expenses and interest were incurred, and the sale prices were inadequate. No additional evidence was provided by Defendants to support these claims. Defendants have reviewed the line itemed account histories for each of the Contracts, and do not contest that the Transaction Histories accurately account for all payments received from or on behalf of Defendants. Defendants do not deny some amount of money is owed to Plaintiff under the Contracts. Defendants claim, however, they are entitled to certain offsets based on Counterclaims they asserted against Plaintiff including breach of the covenant of good faith and fair dealing, negligent supervision, and a class action claim.

ANALYSIS

Defendants assert in their Counterclaim that Plaintiff's conduct in servicing the loans and in attempting to obtain immediate possession was "based on faulty documents, [and] constitutes a breach of contract in that it violates Plaintiff's duty of good faith and fair dealing under each of the loan contracts that are the basis of this action." Specifically, Defendants allege that, over the course of several financing transactions originated by Flint Equipment Company, an authorized dealer of the Plaintiff's equipment, "documents were submitted giving one set of figures to Defendants and inconsistent set of figures to [Plaintiff]."

This allegation seems to center around only one of the Contracts (Contract 5) for equipment and an accompanying warranty plan. The difference in the “inconsistent figures” appears to be a \$30,000.00 credit for a down payment that was included in the total purchase price (the “Purchase Price”) financed through the Plaintiff, but which was not included in the total amount owed, before applying any down payments, featured on original equipment invoice (the “Invoice”). Defendants admit that they agreed to pay the Purchase Price. Defendants also admit they received the Contract 5 Collateral, along with the warranty package, and there was no issue concerning the receipt of either of those items. Plaintiff’s record show Defendants received service on the Contract 5 Collateral, as required under the warranty plan.

Defendants further allege Plaintiff breached the Contracts by failing to provide an agreed six-month extension of payments. However, Defendants have produced no request for a modification or extension of any of the Contracts, much less an agreement by Plaintiff to modify and extend any of the Contracts.

Defendants’ counterclaim for breach of the covenant of good faith and fair dealing fails to state a claim, as it lacks any allegation of their own contractual performance. Additionally, there is no independent cause of action for the implied covenant of good faith and fair dealing under South Carolina law, and even if there was, there is no issue of fact on the record to establish the elements of breach of the covenant of good faith and fair dealing. See RoTec Servs., Inc. v. Encompass Servs., Inc., 359 S.C. 467, 471–73, 597 S.E.2d 881, 883–84 (Ct. App. 2004) (“implied covenant of good faith and fair dealing is not an independent cause of action separate from the claim for breach of contract”). In sum, there is no breach of good faith and fair dealing without a separate and cognizable claim for breach of contract connected with it. It should also be noted that

Defendants neither sought reconsideration nor appeal of the subject Order of Immediate Dispossession on which they base their purported claims here.

In their Answer and Counterclaim, Defendants allege that Plaintiff negligently failed to supervise the filing of documents associated with their request for immediate possession. There is no evidence on the record to establish the elements of negligent supervision. This counterclaim was considered by Judge Keesley in this case at the June 10, 2019 pre-seizure hearing and he determined the request for immediate possession met the requirements of South Carolina law. Again, this Order was not reconsidered or appealed.

Defendants also allege that Plaintiff negligently failed to supervise the production and execution of the loan documents. However, this counterclaim is a restatement of Defendants' first counterclaim regarding inconsistent figures.

Finally, Defendants failed to assert a cause of action in their counterclaim for a Class Action, and their Counterclaims do not form the basis for a Class Action. Further, there is no evidence on the record to establish a Class Action, and Defendants have failed to present any genuine issues of fact that they have suffered any damages as a result of any actions or inactions on the part of Plaintiff.

CONCLUSION

In light of the facts and circumstances presented to this court, Defendant has failed to show that there is a genuine issue as to any material fact on their counterclaim causes of action. Therefore, this Court is persuaded that Plaintiff is entitled to summary judgment.

Based on the foregoing, **IT IS ORDERED**, that Plaintiff's Motion for Summary Judgment is **GRANTED**.

AND IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: John Deere Construction & Forestry Company VS North Edisto
Logging Inc , defendant, et al
Case Number: 2018CP3204329
Type: Order/Summary Judgment

It Is So Ordered

s/ Walton J. McLeod

Electronically signed on 2020-12-08 14:43:02 page 7 of 7

ELECTRONICALLY FILED - 2020 Dec 08 2:55 PM - LEXINGTON - COMMON PLEAS - CASE#2018CP3204329
ELECTRONICALLY FILED - 2021 Feb 02 4:35 PM - LEXINGTON - COMMON PLEAS - CASE#2021CP3200328

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	CIVIL ACTION NO. _____
	)	
FLINT EQUIPMENT COMPANY,	)	
	)	COMPLAINT
Plaintiff,	)	(Non-Jury)
	)	
v.	)	
	)	
NORTH EDISTO LOGGING, INC., and	)	
PAUL GUNTER,	)	
	)	
Defendants.	)	

NOW COMES, Flint Equipment Company ("Flint"), Plaintiff in the above-styled action, and files its *Complaint* against Defendants NORTH EDISTO LOGGING, INC. ("NEL"), and PAUL GUNTER ("Gunter"). In support thereof, Flint respectfully shows the Court the following:

I. ALLEGATIONS RELATED TO JURISDICTION AND VENUE

1.

Flint is a foreign corporation organized under the laws of the State of Georgia, is registered to transact business in the State of South Carolina, is in good standing in the States of Georgia and South Carolina, and is authorized to file this Complaint.

2.

NEL is a South Carolina For-Profit Corporation with its principal place of business and its office of its registered agent, Paul Gunter, being [REDACTED] Lexington County, South Carolina, and, accordingly, NEL is subject to the jurisdiction and venue of this Court. NEL may be served by serving its registered agent, Paul R. Gunter, at its registered address.

3.

Gunter is an individual residing at [REDACTED] Lexington County, South Carolina, and, accordingly, Gunter is subject to the jurisdiction and venue of this Court.

II. ALLEGATION RELATED TO PLAINTIFF'S CLAIMS

4.

Paragraphs 1 through 3 are hereby incorporated as if fully restated herein.

5.

On or about November 19, 2010, Defendants executed and entered into a certain *Credit Application* (the "Application") in favor of Flint.

6.

NEL's authorized representative executed the original Application on behalf of NEL. Gunter executed the original Application in his individual capacity.

7.

A true and correct copy of the Application is attached hereto and incorporated herein as Exhibit "1."

8.

Pursuant to the terms of the Application, Flint agreed to provide Defendants goods and services on account.

9.

In or about April 2017, Defendants requested Flint to service and/or repair its 753J Feller Buncher (the "Requested Repairs").

10.

Flint provided Defendants certain goods and services related to the Requested Repairs on account.

11.

Defendants requested, received, and accepted the goods and services related to the Requested Repairs that Flint provided Defendants on account.

12.

Defendants did not reject the goods and services related to the Requested Repairs that Flint provided on account.

13.

On or about May 15, 2017, Flint issued an invoice, denoted as Invoice No. [REDACTED] 5860 (the "Invoice"), in the amount of \$10,483.53 to Defendants for goods and services Flint provided Defendants on account (the "Indebtedness"). A true and correct copy of the Invoice is attached hereto and incorporated herein as Exhibit "2."

14.

Pursuant to the terms of the Agreement, invoices issued become due and payable on the 10th day of the following month.

15.

The Invoice became due and payable on June 10, 2017. As of the date of this Complaint, the Indebtedness remains unpaid.

16.

Pursuant to the terms of the Application, interest accrues on all amounts owing over thirty (30) days at the rate of 18% per annum (1.5% per month). As of December 29, 2017, interest has accrued on the Indebtedness in the total amount of \$1,044.33. Interest continues to accrue on the Indebtedness at the rate of 1.5% per month, or \$5.17 per day after December 29, 2017.

17.

Flint performed all of its obligations pursuant to the Application and Invoice.

18.

As of the date of this Complaint, Defendants have failed to pay Flint the amounts Defendants owe Flint on the account.

19.

The Indebtedness remains unpaid and past due.

20.

Defendants' failure to pay the Indebtedness has injured Flint, as of December 29, 2017, in the total amount of \$11,527.86, plus interest accruing after December 29, 2017, at the rate of 1.5% per month, or \$5.17 per day.

21.

Following Defendants' failure to pay amounts on the account and for purposes of collecting the outstanding amounts due, Flint employed the law firm of Moore, Clarke, DuVall & Rodgers, P.C.

22.

Pursuant to the terms of the Application, Flint is entitled to recover "collection costs and 15% attorneys' fees in the event [Flint] has retained an attorney to collect your account."

23.

On or about August 29, 2017, Flint served Defendants with a demand (the "Demand") via regular mail and certified mail, demanding Defendants to bring its account with Flint current. A true and correct copy of the Demand is attached hereto and incorporated herein as Exhibit "3."

24.

The Demand notified Defendants that they could avoid paying Flint's attorneys' fees by paying all outstanding balances due and owed within ten (10) days of the date they received the Demand.

25.

As of the date of this Complaint, Defendants have failed or refused to respond to the Demand and has consequently failed to satisfy its debt owing to Flint.

26.

Flint is entitled to recover its attorneys' fees in the amount of 15% of the principal and interest owing at entry of a judgment.

WHEREFORE, Flint respectfully requests that the Court afford it the following relief:

- (1) That Summonses issue and the Defendants be properly served;
- (2) That judgment enter in favor of Flint and against Defendants, joint and severally, in the amount equal to the sum of: \$10,483.53 in principal, \$1,044.33 in accrued interest as of December 29, 2017, plus interest continuing to accrue after December 29, 2017, at the rate of 1.5% per month, or \$5.17 per day until entry of judgment;
- (3) That judgment enter in favor of Flint and against Defendants, joint and severally, in an amount equal to Flint's attorneys' fees, calculated as 15% of the principal and interest owing at entry of a judgment; and
- (4) That the Court grant such other and further relief as it deems proper.

RESPECTFULLY SUBMITTED this 9th day of January 2018.

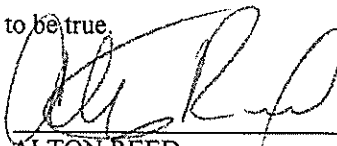
MOORE, CLARKE, DuVALL & RODGERS, P.C.

By: s/ M. Drew DeMott
 M. DREW DEMOTT
 South Carolina State Bar No. [REDACTED]
 Attorneys for Plaintiff
 114 Barnard Street, Suite 2B
 Savannah, Georgia 31401
 Telephone: (912) 234-0995
 Facsimile: (912) 234-0997
 E-Mail: [REDACTED]

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	CIVIL ACTION NO. _____
	)	
FLINT EQUIPMENT COMPANY,	)	
	)	VERIFICATION
Plaintiff,	)	(Non-Jury)
	)	
v.	)	
	)	
NORTH EDISTO LOGGING, INC., and	)	
PAUL GUNTER,	)	
	)	
Defendants.	)	

STATE OF GEORGIA)
COUNTY OF FULTON)

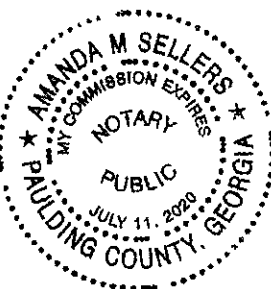
ALTON REED, being duly sworn, says that he is Vice President, Credit and Finance, of Flint Equipment Company, the Plaintiff herein, and has read the foregoing *Complaint* and knows the contents thereof, that the same are true of his own knowledge, except as matters therein stated to be alleged on information and belief; and to those matters he believes them to be true.


ALTON REED

Sworn to and subscribed before me this
3 day of January, 2018.


Notary Public

My Commission Expires 7-11-2020



Flint Equipment Company v. North Edisto Logging, Inc., and Paul Gunter
Verification

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

SHEALY'S TRUCK CENTER INC., a
corporation,)

Plaintiff, vs.)

NORTH EDISTO LOGGING, INC., a
SC corporation,)

Defendant.

IN THE COURT OF COMMON PLEAS
11TH JUDICIAL CIRCUIT

AMENDED COMPLAINT

(NON-JURY COLLECTION)

CASE NO. 2018CP3203881

The above-named Plaintiff, complaining of the Defendant herein, respectfully alleges:

1. That Plaintiff is an organized business authorized to conduct business in the State of South Carolina, existing under the laws of the State of South Carolina.
2. That upon information and belief, Defendant is a organized business authorized to conduct business in the State of South Carolina, existing under the laws of the State of South Carolina.
3. Defendant, for good and valuable consideration, entered into a personal contract with the Plaintiff. Defendant entered into an Agreement with the Plaintiff, whereby defendant was granted the right to obtain services, a copy of the statement of account which is attached hereto and incorporated herein as **Exhibit "A"**.
4. Defendant breached an Agreement by failing to make payments due on the account pursuant to the terms of the Agreement. Therefore, the amount now due Plaintiff is the sum of \$11,999.61.
5. That, upon information and belief, the right to cure notice required by S.C. Code Section 37-5-110 and 37-5-111 has been given or is not required.

WHEREFORE, having fully set forth its Complaint, Plaintiff demands trial by non-jury and prays for the following:

- (a) Judgment against Defendant in the total claim amount of \$11,999.61,
- (b) For the costs and disbursements of this action, and

(c) For such other and further relief as the Court may deem just and proper.

PARNELL & PARNEll, P.A.

/s/ Amanda M. Scott
AMANDA M. SCOTT
Attorney for Plaintiff
S.C. Bar Number [REDACTED]
PARNELL & PARNEll, P.A.
P.O. Box 743
White Rock, SC 29177
Phone [REDACTED]

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	
	)	Civil Action No.: 2019-CP-32-_____
Blanchard Machinery Company,	)	
	)	
Plaintiff,	)	VERIFIED COMPLAINT
v.	)	(Non-Jury)
	)	
North Edisto Logging, Inc,	)	
	)	
Defendant.	)	

The Plaintiff, complaining of the above-named Defendant, would respectfully show unto the Court:

1. Blanchard Machinery Company ("Plaintiff" or "Blanchard") is a domestic corporation.
2. Upon information and belief, defendant North Edisto Logging, Inc. ("Defendant"), is a domestic corporation, with its main office in Lexington County, South Carolina.
3. Jurisdiction and venue in this court are proper.
4. Defendant entered into an agreement ("Agreement") with Blanchard whereby Blanchard agreed to provide rental equipment, parts and/or service to Defendant on an open account, i.e. on credit, and Defendant agreed to pay Blanchard the value of the rental equipment, parts, or service provided. A copy of the Agreement is attached hereto as **Exhibit A**.
5. Blanchard supplied parts and service to Defendant having a reasonable worth and value of \$158,173.71 for which Blanchard has not been paid despite demands for payment by Blanchard.
6. As of October 7, 2019, Blanchard has been damaged and is entitled to recover from Defendant the sum of \$158,173.71, plus interest subsequently accruing thereon, plus attorney's fees and costs.

FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

7. Blanchard incorporates the foregoing allegations herein to the extent required by, but not inconsistent with, the following allegations.

8. Blanchard supplied parts and service to Defendant in accordance with the Agreement between the parties.

9. Defendant has refused to pay Blanchard the amount due for the parts and service supplied.

10. Defendant has breached its contractual duties to Blanchard by failing to pay Blanchard the amount due for the parts and service supplied.

11. As of October 7, 2019, Blanchard has been damaged and is entitled to recover from the Defendants the sum of \$158,173.71, plus interest subsequently accruing at the contract interest rate of 18% per annum (\$56.56 per day), plus attorney's fees and costs. A Verified Statement of Account is attached hereto as **Exhibit B**.

FOR A SECOND CAUSE OF ACTION

(Quantum Meruit)

12. Blanchard incorporates the foregoing allegations herein to the extent required by, but not inconsistent with, the following allegations.

13. At the specific instance and request of Defendant, Blanchard provided parts and service to Defendant.

14. Defendant received the benefit of Blanchard's provided parts and service, but has refused to pay Blanchard for rental equipment, parts, and service supplied to Defendant.

15. It would be inequitable for Defendant to accept, use, and enjoy the benefits of Blanchard's parts and service without paying the reasonable value thereof.

16. The reasonable value of the parts and service provided, for which Defendant has not paid Blanchard is \$158,173.71.

17. Blanchard is entitled to judgment against Defendant for the reasonable value of the parts and service provided to Defendant under the equitable doctrine of *quantum meruit* in the amount of \$158,173.71, plus interest subsequently accruing thereon at the pre-judgment interest rate.

WHEREFORE, Plaintiff prays for judgment as follows:

A. As to the First Cause of Action against Defendant, for judgment in the amount of \$158,173.71, as of October 7, 2019, plus interest subsequently accruing at the contract rate of 18% per annum (\$56.56 per day), plus attorney's fees and costs;

B. As to the Second Cause of Action against Defendant, for judgment against the Defendant, in the amount of \$158,173.71, as of October 7, 2019, the reasonable value of the parts and service supplied to Defendant, plus interest subsequently accruing at the pre-judgment interest rate; and

C. For such other and further relief as the Court may deem just and proper.

BRUNER POWELL WALL & MULLINS, LLC

s/Joey R. Floyd

Joey R. Floyd, Bar No. [REDACTED]

P.O. Box 61110 (29260)

1735 St. Julian Place, Suite (29204)

Columbia, South Carolina

[REDACTED] 7693

Attorneys for the Plaintiff

October 8, 2019
Columbia, South Carolina

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REC FEE: \$10.00 - ST FEE: \$113.10
CI FEE: \$47.85 Pages: 3
Lexington County R.O.D. Debra M. Gunter
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This document prepared under the)
supervision of McLeod Dowling PLLC,)
after recording return to:)
Name:)
Company: Richmond Title Services)
Address: 2901 N. Dallas Pkwy.)
Address 2: Suite 100)
City, State, Plano, TX 75093)
Zip:)
Phone: -8808)
GF #: 1071519)

Record & return to:
MCLEOD & DOWLING
602 E Main St, Ste D
Lexington SC 29072
h08-403

EXHIBIT
8

-----Above This Line Reserved For Official Use Only-----

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable non-monetary consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, American General Financial Services, Inc., hereinafter referred to as "Grantor", does hereby grant, bargain, sell, and release, and by these presents does grant, bargain, sell and release unto North Edisto Logging, Inc., hereinafter "Grantee", (if joint tenants insert "as joint tenants with rights of survivorship and not as tenants in common"), the following lands and property, together with all improvements located thereon, lying in the County of Lexington, State of South Carolina, to-wit:

ALL THOSE CERTAIN PIECE, PARCEL AND LOTS OF LAND WITH IMPROVEMENTS THEREON, LYING AND BEING IN THE COUNTY OF LEXINGTON, STATE OF SOUTH CAROLINA, BEING SHOWN AND DELINEATED AS LOT 41 CONSISTING OF 1.96 ACRES, MORE OR LESS, AND LOT 42 CONSISTING OF 2.01 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF WEST FAIRVIEW FARMS-PHASE II PREPARED BY GEORGE S. TODD, DATED MARCH 3, 1990, RECORDED IN BOOK 237, AT PAGE 82, REFERENCE TO WHICH IS HEREBY MADE FOR SPECIFIC MEASUREMENTS, METES AND BOUNDS.

BEING THE SAME PROPERTY CONVEYED TO AMERICAN GENERAL FINANCIAL SERVICES, INC., BY DEED OF TRESHMAN L. POOLE AND JENNIFER A. POOLE RECORDED 04/19/2007 IN BOOK 11932, PAGE 96, RECORDS OF LEXINGTON COUNTY, SOUTH CAROLINA.

SUBJECT PROPERTY CONTAINS A 1996 FLEETWOOD HICKORY MOBILE HOME, SERIAL NO. 10474HH12.

SOURCE OF TITLE: BOOK 11932, PAGE 96 (RECORDED 04/19/2007)

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's heirs and assigns forever, with all appurtenances thereunto belonging.

GRANTOR does for Grantor and Grantor's heirs, personal representatives, executors and assigns forever hereby covenants with GRANTEE that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all claims whatever.

GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns (its successors and assigns) against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

Taxes for tax year 2008 shall be paid by Grantee.

The property herein conveyed ☒ is not a part of the homestead of Grantor, or ☐ is part of the homestead of Grantor and if Grantor is married, the conveyance is joined by both Husband and Wife.

Notwithstanding any other provision of this Deed, Grantee agrees that Grantee has occupied and controlled the Property both prior to and during the ownership of the Property by Grantor and based upon Grantee's independent evaluation of the Property, Grantee is purchasing the Property strictly on as AAS IS, WHERE IS@ basis, AWITH ANY AND ALL FAULTS.@ GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, NOR IS ANY EMPLOYEE OR AGENT OF GRANTOR AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, PHYSICAL CONDITION, OPERATION, ABSENCE OF LATENT DEFECTS, COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT), OF THE SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, UNDERGROUND STORAGE TANKS OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE. BY ACCEPTING THIS DEED, GRANTEE WARRANTS THAT GRANTEE HAS FULLY INSPECTED THE PROPERTY AND IS FULLY SATISFIED WITH SAME IN ALL RESPECTS AAS-IS, WHERE IS, WITH ANY AND ALL FAULTS @ TO THE EXTENT APPLICABLE AND PERMITTED BY LAW (AND WITHOUT ADMITTING SUCH APPLICABILITY).

When the context requires, singular nouns and pronouns include the plural.

WITNESS Grantor's hand this the 16TH day of July, 2008.

American General Financial Services, Inc.

By: [Signature]

Name/Title:

THOMAS J. CRANCE
Asst Vice President

ATTEST:

[Signature]

HEATHER D GOAD
Asst SECRETARY

Signed, sealed and delivered in the presence of:

Kellie Ellis
Witness Signature

Kellie Ellis
Printed Name

Amy J. Hatchett
Witness Signature

Amy J. Hatchett
Printed Name

STATE OF INDIANA)
)
VANDERBURGH County)

PERSONALLY appeared before me Kellie Ellis (name of witness) who, in oath, says that he saw the within-named American General Financial Services, Inc., by THOMAS J. CRANCE (name of president or vice-president) its ASST VICE PRESIDENT (title), and its HEATHER D. GORD (name of secretary or treasurer) its ASST SECRETARY (title), sign the within Deed, and the said Corporation, by said officers, seal said deed, and as its act and deed, deliver the same, and that he with AMY J. HATCHETT (name of other witness) witnessed the execution thereof.

Kellie Ellis
(Signature of Witness)

SWORN to before me, this 16TH day of July 2008.

Sara Leann Watson (Seal)
Notary Public



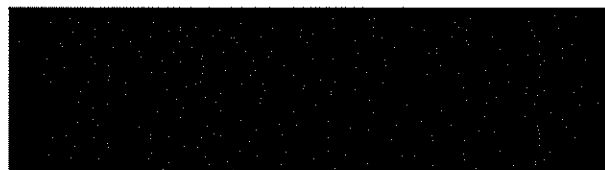
SARA LEANN WATSON
Resident of Vanderburgh County, IN
Commission Expires: 6/18/2016

Grantor's Name, Address, phone:

Grantee's Name, Address, phone:

Paul Hunter

SEND TAX STATEMENTS TO GRANTEE/S



STATE OF SOUTH CAROLINA :
COUNTY OF LEXINGTON :

Date of Transfer of Title
(Closing Date) July 16th, 2008

AFFIDAVIT

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 is being transferred BY American General Financial Services, Inc. TO North Edisto Logging, Inc. on July 16th 2008.
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 stockholder, partner, or owner of the entity or is a transfer to a trust or as distribution to a trust beneficiary.
 - ☐ (c) Exempt, or partially exempt, from the recording fees because (exemption # _____)(Explanation, if required)

(IF EXEMPT, PLEASE SKIP ITEMS 4-6 AND GO TO ITEM 7 OF THIS AFFIDAVIT)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$43,500.00. ✓
 - (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. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) _____ The amount listed in item 4 above

- (b) _____ The amount listed in item 5 (no amount place zero)
(c) _____ Subtract Line 6(b) and place the result.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____
8. I understand that a person required to furnish this Affidavit who willfully furnished 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.

1. Seller has never occupied property.
2. Seller is a corporation.
3. Seller can neither confirm nor deny any problems with property if any exist.

American General Financial Services, Inc.
By: [Signature]
Grantor, Grantee or Legal Representative
(Connected with this transaction)

Teri Ories
(Print or Type Name Here)
AMERICAN GENERAL FINANCIAL SERVICES, INC.
600 N. ROYAL AVE. CREO
EVANSVILLE, IN 47715

Sworn to before me this 16th day of July, 2008

INDIANA
Notary Public for South Carolina

[Signature]
Notary Public Signature

SARA LEANN WATSON
Printed Name

My commission expires: June 18, 2016

(seal)
 SARA LEANN WATSON
Resident of Vanderburgh County, IN
Commission Expires: 6/18/2016

STATE OF SOUTH CAROLINA,)
COUNTY OF LEXINGTON)

TITLE TO REAL ESTATE

EXHIBIT

9

KNOW ALL MEN BY THESE PRESENTS, that I, Paul D. Gunter

in the State aforesaid, for and in consideration the sum of \$5.00 Dollars

paid to me by North Edisto Logging

in the State aforesaid have granted, bargained, sold and released unto the said NORTH EDISTO LOGGING, ITS SUCCESSORS AND ASSIGNS FOREVER, the following described property:

All that certain piece, parcel or tract of land, situate, lying and being approximately four miles East of Fairview, in the County of Lexington, State of South Carolina, containing 10 acres, more or less, and being shown as Parcel "C" on a plat prepared for Teddy R. Gauble by Douglas E. Platt, Sr., RLS, dated October 30, 1974, revised June 9, 1975 to show separate tracts, and being recorded in the Office of the Register of Deeds for Lexington County in Plat Book 138-G page 92; and is bounded as follows: on the Northeast by Parcel B for 536 feet; on the Southeast by Parcel A for 540 feet; on the Southwest in an irregular line for a total distance of 992.6 feet; on the Northwest by a county road now known as Convent Church Road for 271 feet; on the Northeast by lands now or formerly of Larry Harsey for 210 feet; and on the Northwest by lands now or formerly of Larry Harsey for 210 feet; be all measurements a little more or less.

This is the property conveyed to Paul D. Gunter by deed of Dorothy H. Powers recorded September 17, 1997, in Record Book 4331, page 176.

Tax Map No.: 12500-02-002.

Grantee's Address:

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said NORTH EDISTO LOGGING, ITS SUCCESSORS AND ASSIGNS FOREVER.

And I hereby bind myself and my heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said NORTH EDISTO LOGGING, ITS SUCCESSORS AND ASSIGNS forever against me and my heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand(s) and Seal(s) this 30 day of November in the year of our Lord two thousand-one.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Paula H. Bedenbaugh

Ronde B. Stute

Paul D. Gunter

Paul D. Gunter

(SEAL)

STATE OF SOUTH CAROLINA)
LEXINGTON COUNTY)

Personally appeared before me Paula H. Bedenbaugh and made oath that s/he saw the within-named Paul D. Gunter sign, seal, and as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that s/he, with Ronda B. Stute witnessed the execution thereof.

SWORN to before me this 30 day of November, 2001.

Ronda B. Stute (L.S.)
Notary Public for South Carolina

Paula H. Bedenbaugh

My Commission Expires: February 6, 2005

(2)

James Ira Ruff, Attorney
P.O. BOX 3698
BATESBURG-LEESVILLE, SC 29070

0027619 Bk: 5272 Pg: 0168

FILED, RECORDED, INDEXED
06/01/1999 08:00:51AM
Rec Fee: 10.00 St Fee: 78.00
Co Fee: 33.00 Pages: 3
LEX. CO. REGISTER OF DEEDS
DEBRA H. GUNTER

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

SUSAN CLAUDETTE HALL MAYS (hereinafter referred to as "Grantor"),

For and in consideration of the sum of Thirty-Thousand and 00/100 (\$ 30,000.00) Dollars, to the Grantor in hand paid at and before the sealing of these presents, by

NORTH EDISTO LOGGING, INC.
[REDACTED]

(hereinafter referred to as "Grantee"),

in the State aforesaid (the receipt of which is herewith acknowledged) has granted, bargained, sold, and released and by these Presents does grant, bargain, sell, convey, and release unto the Grantee, his/her heirs, successors and assigns, the following described property:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, located, lying, and being in the County of Lexington, State of South Carolina, the same being shown and designated as Parcel "B" containing (15.40) acres, more or less upon that certain Plat dated May 2, 1991, prepared by Allen Associates, Inc. for Perry C. Hall, recorded in the Office of Deeds for Lexington County in Plat Book 247 at Page 159, which Plat is incorporated herein by reference, and having such boundaries and measurements as shown thereon, more or less.

TMS NO: 10400-03-011 (Portion)

DERIVATION: Being the same property conveyed to Susan Claudette Hall Mays Deed from Perry C. Hall, dated November 18, 1991, recorded November 27, 1991 in the Office of Deeds for Lexington County in Record Book 1983 at Page 212.

This conveyance is made subject to easements and restrictions of record or otherwise affecting the property.

RETURN TO: RONALD R. HALL

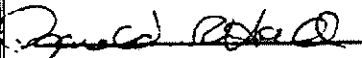
Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the said premises herein granted unto the Grantee, his/her heirs, successors and assigns forever.

And the Grantor does hereby bind herself, and her heirs, successors, and assigns, to warrant and forever defend all and singular the premises unto the Grantee, His heirs, successors and assigns against herself and her heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 28 Day of May, 1999.



Albert H. Taylor


Susan Claudette Hall Mays

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, doth depose and state that (s)he saw the within named Susan Claudette Hall Mays sign and deliver the within Deed; and that (s)he with the other witnesses whose signatures appear above witnessed the execution thereof.

Alita H. Taylor

Sworn To Before Me This 28 Day of May, 1998.

James A. McLeod (L.S.)
Notary Public For South Carolina
My Commission Expires: 6-20-2005

Prepared By:
Rocald R. Hall
Attorney at Law
1055 Sunset Blvd.
West Columbia, SC 29169
TEL: 803-791-3196
FAX: 803-791-8754

EXHIBIT**11**

0027620 Bk: 5272 Pg: 0171

FILED, RECORDED, INDEXED
06/01/1999 08:01:26AM
Rec Fee: 10.00 St Fee: 78.00
Co Fee: 33.00 Pages: 3
LEX. CO. REGISTER OF DEEDS
DEBRA H. GUNTER

STATE OF SOUTH CAROLINA)

GENERAL WARRANTY DEED

COUNTY OF LEXINGTON)

KNOW ALL MEN BY THESE PRESENTS, That**ALLISON MARGARITE HALL WALL** (hereinafter referred to as "Grantor"),

For and in consideration of the sum of Thirty-Thousand and 00/100 (\$
30,000.00) Dollars, to the Grantor in hand paid at and before the sealing of these
presents, by

NORTH EDISTO LOGGING, INC.

(hereinafter referred to as "Grantee"),

in the State aforesaid (the receipt of which is herewith acknowledged) has granted,
bargained, sold, and released and by these Presents does grant, bargain, sell, convey,
and release unto the Grantee, his/her heirs, successors and assigns, the following
described property:

All that certain piece, parcel, or lot of land, with the improvements thereon,
situate, located, lying, and being in the County of Lexington, State of South Carolina, the
same being shown and designated as A Parcel containing (16.00) acres, more or
less upon that certain Plat dated May 12, 1991, prepared by Allen Associates, Inc. for
Perry C. Hall, recorded in the Office of Deeds for Lexington County in Plat Book 248 at
Page 375, which Plat is incorporated herein by reference, and having such boundaries
and measurements as shown thereon, more or less.

TMS NO: 10400-03-011 (Portion)

DERIVATION: Being the same property conveyed to Allison Margarite Hall Wall Deed from
Perry C. Hall, dated November 18, 1991, recorded November 27, 1991 in the Office of Deeds
for Lexington County in Record Book 1983 at Page 208.

This conveyance is made subject to easements and restrictions of record or
otherwise affecting the property.

RETURN TO: RONALD R. HALL

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the said premises herein granted unto the Grantee, his/her heirs, successors and assigns forever.

And the Grantor does hereby bind herself, and her heirs, successors, and assigns, to warrant and forever defend all and singular the premises unto the Grantee, His heirs, successors and assigns against herself and her heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 28 Day of May, 1999.

Donald R. Hall

Allison Margerite Hall Wall
Allison Margerite Hall Wall

Alita M. Taylor

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, doth depose and state that (s)he saw the within named Allison Margarite Hall Will sign and deliver the within Deed; and that (s)he with the other witnesses whose signatures appear above witnessed the execution thereof.

Allison H. Taylor

Sworn To Before Me This 28 Day of May, 1999.

Ronald R. Hall (L.S.)

Notary Public For South Carolina

My Commission Expires: 6.30.2005

Prepared By:
Ronald R. Hall
Attorney at Law
1055 Sunset Blvd.
West Columbia, SC 29169
TEL: 803-791-3196
FAX: 803-791-3196

Affidavit

Revised 01/27/92
SC (Conventional)

REO No. 7190

EXHIBIT
12

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

KNOW ALL MEN BY THESE PRESENTS, That FANNIE MAE a/k/a
FEDERAL NATIONAL MORTGAGE ASSOCIATION (hereinafter called
"Grantor"), for and in consideration of the sum of One Dollar
No/100 (\$1.00) Dollar and other valuable consideration to it in
hand paid at and before the sealing of these presents, by NORTH
EDISTO LOGGING hereinafter called "Grantee") in the State
aforesaid, (the receipt of which is hereby acknowledged) has
granted, bargained, sold and released, and by these Presents does
grant, bargain, sell and release, unto the Grantee, his heirs,
successors and assigns:

The property is commonly known as is more particularly described
in Exhibit A attached hereto and made 1057 PINE GROVE ROAD,
LEESVILLE, SC 29070 a part hereof by this reference.

This being the same property conveyed to the Grantor herein
by deed of Master in Equity dated
12-3-03 and recorded in the RMC Office for Lexington County in Deed
Book 8962, at Page 309. TOGETHER with all and singular
the Rights, Members, Hereditaments and Appurtenances to the
Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before
mentioned unto the Grantee, his Heirs, Successors and Assigns
forever, and the Grantor does hereby bind itself and its
successors, to warrant and forever defend all and singular the
premises unto the Grantee, His Heirs, Successors, and Assigns
against the lawful claim of any person claiming by, through or
under the Grantor.

This conveyance is made subject to easements and restrictions
of record and otherwise affecting the property, and matters an
accurate survey would reveal.

IN WITNESS WHEREOF, the Grantor has caused these presents to
be executed in its name by its undersigned officer(s) and its seal
to be hereto affixed.

Date June 24, 2004.



(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Teresa M. Polay

Donna Ghassemi

FANNIE MAE
A/K/A

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By:

Sheryl Martin - Vice President

Attest:

D. Vanessa Brown - Asst. Sec.

STATE OF TEXAS) ss.
COUNTY OF DALLAS)

Personally appeared before me the undersigned witness, who, being
duly sworn, says that (s)he saw the within-named Grantor by its
officer(s) as its act and deed, sign, seal and deliver the within
Deed; and that (s)he with the other witness, whose signature
appears above witnessed the execution thereof.

SWORN to before me this 24TH June, 2004

GRANTEE'S ADDRESS:
000445

DEERE 001373

(SEAL)



STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

EXEMPT AFFIDAVIT

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

1. Property located at 1057 Pine Grove Road, bearing Lexington County Tax Map Number(s) 011300-01-030 was transferred by Federal National Mortgage Association to North Edisto Logging on June 25, 2004.

The transaction was (Check One):

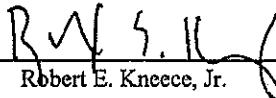
_____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$_____.*

_____ not an arm's length real property transaction and the fair market value of the property is \$_____.*

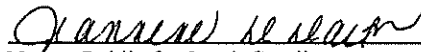
The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq., Otherwise exempted under the Laws and Constitution of this State or of the United States.

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

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fine not more than one thousand dollars or imprisoned nor more than one year, or both.


Robert E. Kneece, Jr.

SWORN to before me this
25th day of June, 2004.


Notary Public for South Carolina
My Commission Expires: 9-13-10

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrances existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

EXHIBIT A

All that certain piece, parcel or lot of land situate, lying and being in the County of Lexington, State of South Carolina, being known as Lot A containing 28.45 acres and Lot B, containing 1.26 acres on a plat prepared for Troy A. Tims and Sheryl L. Tims by Douglas E. Platt, Sr., dated August 12, 1998 and revised February 9, 2000 and recorded March 2, 2000 in Book 5673 at Page 68 in the Office of the Register of Deeds for Lexington County, SC; reference is also made to a plat recorded in Plat Slide 547 page 4, ROD Office for Lexington County, South Carolina.

This being the identical property conveyed to Federal National Mortgage Association by deed of Clyde N. Davis as Master in Equity for Lexington County dated December 3, 2003 and recorded in the Office of the ROD for Lexington County on January 14, 2004 in book 8962 at page 309.

Borrower, being mortgaged with the property, declares that it is the Borrower's intent that the mobile home loses its nature as personal and become realty. Borrower further declares that the mobile home shall remain permanently attached as a part of the real property and will not be removed therefrom.

TMS # 011300-01-030

STATE OF SOUTH CAROLINA,)
COUNTY OF LEXINGTON)

TITLE TO REAL ESTATE

EXHIBIT
13

KNOW ALL MEN BY THESE PRESENTS, that we, Osceola B. Baughman and Shelley B. Derrick

in the State aforesaid, for and in consideration the sum of Five Thousand and NO/100 (\$5,000.00) Dollars

paid to us by North Edisto Logging, Inc.

in the State aforesaid have granted, bargained, sold and released unto the said NORTH EDISTO LOGGING, INC., ITS SUCCESSORS AND ASSIGNS, the following described property:

All those certain pieces, parcels and lots of land, with improvements, lying and being in the Town of Steadman, County of Lexington, in said State, known as Lots 62; 64; 66; and 68, said lots jointly containing 1.82 acres, more or less, as more particularly shown on a plat prepared for the estate of Lloyd C. Hall by Arthur J. Weed, R.L.S., on November 18, 1981, said plat being recorded in the Office of the RMC, Lexington County, South Carolina, in Plat Book NO. 188-G, page 42; and being jointly bounded as follows: on the Northeast by the right of way of South Carolina Highway S-32-19 for a total distance of 309.35 a distance of 200 feet, more or less; on the Southwest by a 20 foot alley as shown on said plat for a distance of 400 feet, more or less; on the Northwest by the right of way of an unpaved road for a distance of 179.75 feet, more or less; and on the North and Northwest by the right of way of SC Highway S-32-19 for a total distance of 93 feet, more or less.

Derivation: This property was conveyed to Osceola B. Baughman and Shelley B. Derrick by deed of Evelyn H. Hall recorded July 16, 1994, in Record Book 3081, page 345.

Tax Map No.: 010400-03-024.

COMBINE WITH 010400-03-048.

Grantee's Address: [REDACTED]

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said NORTH EDISTO LOGGING, INC., ITS SUCCESSORS AND ASSIGNS FOREVER.

And we hereby bind ourselves and our heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said NORTH EDISTO LOGGING, INC., ITS SUCCESSORS AND ASSIGNS forever against us and our heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our hands and seals this 17th day of July in the year of our Lord two thousand-three (2003).

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
[Signature]

[Signature]
[Signature]

[Signature] (SEAL)
Osceola B. Baughman
[Signature] (SEAL)
Shelley B. Derrick

STATE OF SOUTH CAROLINA)
LEXINGTON COUNTY)

Personally appeared before me GINA HATCHELL and made oath that s/he saw the within-named Osceola B. Baughman and ~~Shelley B. Derrick~~ sign, seal, and as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that s/he, with James Ira Ruff witnessed the execution thereof.

SWORN to before me this 17th day of July, 2003.

(L.S.)

Notary Public for South Carolina
My Commission Expires: 4/17/2005

Witness

Gina Hatchell

STATE OF SOUTH CAROLINA,
LEXINGTON COUNTY.

PERSONALLY appeared before me Paul D. Gunter and made oath that s/he saw the within named Shelley B. Derrick seal, and as her act and deed, deliver the within written Deed, and that s/he with Robert L. McCarty witnessed the execution thereof.

SWORN to before me this 17th day of July, A.D. 2003.

(L.S.)

Notary Public for South Carolina

My Commission Expires: 4/17/2005

Paul D. Gunter

0027621 Bk: 5272 Pg: 0174

FILED, RECORDED, INDEXED
06/01/1999 06:01:50AM
Rec Fees 10.00 St Fees 76.00
Co Fees 33.00 Pages 3
LEX. CO. REGISTER OF DEEDS
DEBRA H. GUNTER

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

MARY ELIZABETH HALL STALEY (hereinafter referred to as "Grantor"),

For and in consideration of the sum of Thirty-Thousand and 00/100 (\$ 30,000.00) Dollars, to the Grantor in hand paid at and before the sealing of these presents, by

NORTH EDISTO LOGGING, INC.
[REDACTED]

(hereinafter referred to as "Grantee"),

In the State aforesaid (the receipt of which is herewith acknowledged) has granted, bargained, sold, and released and by these Presents does grant, bargain, sell, convey, and release unto the Grantee, his/her heirs, successors and assigns, the following described property:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, located, lying, and being in the County of Lexington, State of South Carolina, the same being shown and designated as Parcel "A" containing (15.40) acres, more or less upon that certain Plat dated May 2, 1991, prepared by Allen Associates, Inc. for Perry C. Hall, recorded in the Office of Deeds for Lexington County in Plat Book 247 at Page 159, which Plat is incorporated herein by reference, and having such boundaries and measurements as shown thereon, more or less.

TMS NO: 10400-03-011 (Portion)

DERIVATION: Being the same property conveyed to Mary Elizabeth Hall Staley by Deed from Perry C. Hall, dated November 18, 1991, recorded November 27, 1991 in the Office of Deeds for Lexington County in Record Book 1983 at Page 210.

This conveyance is made subject to easements and restrictions of record or otherwise affecting the property.

RETURN TO: RONALD R. HALL

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the said premises herein granted unto the Grantee, his/her heirs, successors and assigns forever.

And the Grantor does hereby bind herself, and her heirs, successors, and assigns, to warrant and forever defend all and singular the premises unto the Grantee, His heirs, successors and assigns against herself and her heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 28 Day of May, 1999.

Forced R. H. H. H.

Alida H. Taylor

Mary Elizabeth Hall Staley
Mary Elizabeth Hall Staley

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, doth depose and state that (s)he saw the within named Mary Elizabeth Hall Staley sign and deliver the within Deed; and that (s)he with the other witnesses whose signatures appear above witnessed the execution thereof.

M. Elizabeth Taylor

Sworn To Before Me This 28 Day of May, 1999.

Ronald R. Hall (L.S.)
Notary Public For South Carolina
My Commission Expires: 6-30-2005

Prepared By:
Ronald R. Hall
Attorney at Law
1055 Sunset Blvd.
West Columbia, SC 29169
TEL: 803-791-3196
FAX: 803-291-8754

EXHIBIT 15

440
20
BK 1955PG 177 NO TITLE EXAMINATION

TITLE TO REAL ESTATE FORM 1-8
COLUMBIA TRUST SUPPLY CO. COLUMBIA, S. C.

FILED

1991 OCT 18 PM 1:18

JOANNE B. TRIBBLE
RMC
LEXINGTON COUNTY, S.C.

State of South Carolina,

COUNTY OF LEXINGTON AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS, That I, DANIEL E. HALL, SR.

in the State aforesaid, FOR AND
sum of Five (\$5.00) Dollars and Exchange of Property
to me paid by PAUL D. GUNTER
in the State aforesaid

in consideration of the

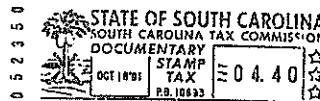
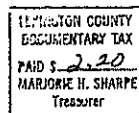
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said
PAUL D. GUNTER, his heirs and assigns:

All that certain piece, parcel or tract of land, situate, lying and being in School District # 3, County of Lexington, State of South Carolina, being fully shown and delineated as Parcel "B", containing 1.20 acres, more or less, on that Plat prepared for Paul D. Gunter & Daniel E. Hall, Sr. by Allen Associates, Inc., dated July 15, 1991 recorded in Plat Book 248, page 7, in the office of the RMC in and for the County of Lexington, State of South Carolina, and according to said plat, which plat is incorporated herein by reference, having the following metes and bounds, to wit: On the Northwest by property now or formerly of A. Gunter, measuring thereon a distance of 171.6 feet; on the Northeast by property now or formerly of Paul Gunter measuring thereon a distance of 350.0 feet; On the South by property now or formerly of Dan Hall, measuring thereon a distance of 191.7 feet; and on the Southwest by property now or formerly of Dan Hall, measuring thereon a distance of 261.4 feet.

TAX MAP NUMBER: 10400-04-11 (portion)

DERIVATION: This being a portion of that property conveyed to Daniel E. Hall, Sr. by Deed of Daniel E. Hall, Jr. recorded on July 8, 1991 in Record Book 1877, page 213 in the Office of the RMC in and for the County of Lexington, State of South Carolina.

Grantee's address:



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said
PAUL D. GUNTER, his

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors
and Administrators, to warrant and forever defend all and singular the said premises unto the said
PAUL D. GUNTER, his

Heirs and Assigns, against me and my Heirs and against every
person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 11 day of September

in the year of our Lord one thousand nine hundred and Ninety One

and in the two hundred and

and Independence of the United States of America.

year of the Sovereignty

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Richard L. O'Neil
Andrew L. Polatty

Daniel E. Hall Sr. (SEAL)
Daniel E. Hall, Sr.

(SEAL)

30432

BK1955PG178

STATE OF SOUTH CAROLINA.
Lexington COUNTY.

PERSONALLY appeared before me Richard O. Allen
and made oath that he saw the within-named Daniel E. Hall, Sr.
sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein
mentioned, and that he, with Audrey I. Polatty witnessed the
execution thereof.

SWORN to before me this 11th day of September, 1991

Danay C. Harmon (L.S.) Richard O. Allen
Notary Public of S. C.

My Commission expires: 6-5-95

State of South Carolina

County of _____

TO

TITLE OF REAL ESTATE

I hereby certify that the within Deed was filed for
record in my office at 1:18 P. M. o'clock on
the 18th day of October
1991, and was immediately entered upon the proper
indexes and duly recorded in Book 1955

of Deeds, page 177

John B. Stitt
Clerk of Court of Common Pleas and General Sessions

for Lexington County, S. C.

I hereby certify that the within Deed has been
this 18th day of

October, A. D. 1991. Recorded

in Book

of Deeds, page

Claudia Lee Hendrix Auditor

for Lexington County

— COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

BK1955PG179

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

AFFIDAVIT

Daniel E. Hall, Sr.

Grantor(s)

TO

Paul D. Gunter

Grantee(s)

DEED DATED 9/11/91

TRUE CONSIDERATION Exchange of Property
Valued at \$1800.00

The undersigned, affiant, being duly sworn says: That (s)he is familiar with the above captioned deed in which there is recited a nominal consideration and that the true consideration is as above shown.

SWORN to before me this

11th day of Sept 19 91

James P. Harmon
Notary Public of South Carolina
My Commission expires: 6/5/95

Richard Hall

State of South Carolina,
COUNTY OF LEXINGTON

TITLE TO REAL ESTATE
The R. L. Bryan (Clerk of Court), Lexington, S. C.

FILED
JUN 14 12 31 PM '66

CHARLES R. SHEALY
CLERK OF COURT
LEXINGTON, S. C.

EXHIBIT
16

Know All Men by These Presents, That I, Effie Lou S. Hall,



in the State aforesaid,

for and

in consideration of the

sum of *nine Hundred Dollars*

to me paid by Paul D. Gunter

in the State aforesaid, receipt of which is hereby acknowledged,

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

PAUL D. GUNTER, HIS HEIRS AND ASSIGNS:

All that certain piece, parcel or tract of land situate, lying and being in or near Steadman, School District No. 3, in the County of Lexington, State of South Carolina, containing One (1) acre, and being shown and delineated as Tract "A" on a plat prepared for Mrs. Effie Lou S. Hall by Dewey H. Campbell, Jr., Registered Land Surveyor, dated April 15, 1966, and recorded in Plat Book 86 G, at page 71, in the office of the Clerk of Court for Lexington County. Said tract being bounded as follows: on the North by Tract "B", as shown on said plat, being property of Mrs. Pansy Kneese, measuring thereon Two Hundred Twenty-three and Three-tenths (223.3') feet; on the East by S. C. Highway No. S-32-19, measuring thereon Two Hundred Twenty (220') feet; on the South by other property of Mrs. Effie Lou Hall, measuring thereon Two Hundred Sixteen (216') feet; and on the West by other property of Mrs. Effie Lou Hall, measuring thereon One Hundred Ninety-seven and Four-tenths (197.4') feet. This being a portion of the property conveyed to Effie Lou S. Hall by Daniel E. Hall and Perry C. Hall by deed dated _____, and recorded in Deed Book _____ at page _____, in the office of the Clerk of Court for Lexington County.

This conveyance is made subject to all easements, reservations, rights of way, restrictions, encroachments and covenants of record which may affect the above-described property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

PAUL D. Gunter, his

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Paul D. Gunter, his

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 28th day of April
in the year of our Lord one thousand nine hundred and sixty-six
and in the one hundred and ninetieth year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Daniel E. Hall } Effie Lou S. Hall (SEAL)
Margaret O. Hall } Effie Lou S. Hall (SEAL)

STATE OF SOUTH CAROLINA,
LEXINGTON COUNTY.

PERSONALLY appeared before me

DANIEL E. HALL

and made oath that Chap saw the within-named Effie Lou S. Hall
sign, seal and, as her act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with MARGARET O. HALL witnessed the
execution thereof.

SWORN to before me this 28th day of April, 1966.
Daniel E. Hall (L.S.)
Notary Public of S. C.

Daniel E. Hall
Margaret O. Hall

STATE OF SOUTH CAROLINA,
COUNTY.

NO RENUNCIATION OF DOWER
GRANTOR BEING A WOMAN.

I,

, do hereby certify

unto all whom it may concern, that Mrs.
the wife of the within-named

Recorded this 14th day of June A.D. 1966 at 12:31 P. M.
CHARLES R. SHEALY, C. C. P. & Q. & L.

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named

TITLE TO REAL ESTATE

Form 14

The R. L. Ryan Company, Inc.

FILED

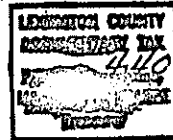
State of South Carolina,
County of Lexington.

Oct 21 1 01 PM '71

CLERK OF COURT
LEXINGTON COUNTY
CHARLES HEALY

EXHIBIT

17



Know All Men by These Presents, That I, Pansy Kneese,

In the State aforesaid,

for and

In consideration of the

sum of Four Thousand (\$4,000.00) Dollars - - - - -

to me paid by Paul Gunter, [REDACTED]

in the State aforesaid

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Paul Gunter, his heirs and assigns, the following described real estate:

All that certain piece, parcel or tract of land, together with all improvements thereon, containing four (4) acres, more or less, situate and being in the State of South Carolina, County of Lexington, and near the Town of Steadman, and bounded as follows: On the north by property now or formerly owned by T.B. Quattlebaum; east by a paved road; south and west by property formerly owned by Perry Hall. Said property being known as "Steadman White School" property. Being the same premises conveyed to the grantor herein by deed of Batesburg-Leesville School District No. 3, dated November, 1951, and recorded in the Office of Clerk of Court for Lexington County, S.C. in Deed Book 7-D at page 130.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said
Paul Gunter, his

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said
Paul Gunter, his

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 19th day of October
in the year of our Lord one thousand nine hundred and seventy-one
and in the one hundred and ninety-sixth year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Jim Nesbith } *Pansy Kneese* (SEAL)
Lindsay G. Hall } (SEAL)

STATE OF SOUTH CAROLINA,
Lexington COUNTY.

PERSONALLY appeared before me Jim Nesbith
and made oath that he saw the within-named Pansy Kneese
sign, seal and, as her act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with Lindsay G. Hall witnessed the
execution thereof.

SWORN to before me this 19th
day of October, 1971.
Lindsay G. Hall } *Jim Nesbith*
Notary Public of S.C.
My commission expires Oct. 8, 1979.

STATE OF SOUTH CAROLINA,
COUNTY.

NO RENUNCIATION OF DOWER,
GRANTOR A WOMAN.

I, Recorded this 21st day of OCTOBER, A.D., 1971, at 11:01 P.M.
CHARLES R. SHEALY, C. C. P. & G. S. do hereby certify
unto all whom it may concern, that Mrs.
the wife of the within-named
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named

And I do hereby bind myself and my Heirs and Assigns to warrant and forever defend, all and singular, the said Premises unto the said Paul Gunter, His Heirs and Assigns against myself and my Heirs, and against all persons whomsoever may come lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF the Grantor has set her hand and seal this 29th day of August, in the year of our Lord Two Thousand Five (2005).

In the Presence of:

Joni W. Mayle
[Signature]

Carolyn M. Watson
Carolyn M. Watson

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY APPEARED before me Joni W. Mayle, who, being duly sworn, deposes and says that (s)he saw the within named Grantor sign, seal and deliver the within Deed for the purposes therein stated, and that (s)he, together with George A. Kastanes, witnessed the execution thereof.

Joni W. Mayle

Sworn and Subscribed to before me
this 29th day of August, 2005.

[Signature]
Notary for South Carolina
My Commission Expires: 2/3/08

EXHIBIT
19

0013019 Bk: 5146 Pg: 0293

FILED, RECORDED, INDEXED
01/15/1999 04:31:03AM
Rec Fee: 10.00 St Fee: 116.20
Co Fee: 50.00 Pages: 3
LEX. CO. REGISTER OF DEEDS
DEBRA M. GUNTER

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

DANIEL E. HALL, JR (hereinafter referred to as "Grantor"),

For and in consideration of the sum of Forty-Five Thousand Three-Hundred
Ninety-Five and 00/100 (\$ 45,395.00) Dollars, to the Grantor in hand paid at and before
the sealing of these presents, by

PAUL D. GUNTER
[REDACTED]

(hereinafter referred to as "Grantee"),

In the State aforesaid (the receipt of which is herewith acknowledged) has granted,
bargained, sold, and released and by these Presents does grant, bargain, sell, convey,
and release unto the Grantee, his/her heirs, successors and assigns, the following
described property:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate,
located, lying, and being in the County of Lexington, State of South Carolina, the same being
shown and designated as Lot containing (12.97) acres, more or less upon that certain plat
prepared by Allen Associates, Inc. for Daniel E. Hall Sr. dated August 1, 1991, Recorded in the
Office of Deeds in Plat Book 248 at page 005, which Plat is incorporated herein by reference;
and having the following metes and bounds: Commencing at an iron located on the Southwest
side of North Edisto Road, Highway (S 32-19); thence proceeding S 86° 15' N for a distance of
(551.40') Feet; thence proceeding S 54° 02' W for a distance of (307.70') Feet; thence
proceeding N 32° 20' W for a distance of (812.60') Feet; thence proceeding N 51° 52' E for a
distance of (307.00') Feet; thence proceeding S 37° 08' E for a distance of (281.40') Feet;
thence proceeding N 70° 23' E for a distance of (471.90') Feet; thence proceeding S 18° 08' E
for a distance of (215.00') Feet; thence proceeding N 58° 52' E for a distance of (214.90') Feet;
thence proceeding S 18° 04' E for a distance of (480.40') Feet to point of beginning; all
measurements being a little more or less.

TMS NO.: 10400-04-11

DERIVATION: Being the same property conveyed to Daniel E. Hall, Jr. by Deed from Daniel E.
Hall, Sr. dated August 12, 1992, recorded August 21, 1992 in the Office of Deeds for Lexington
County in Record Book 2250 at Page 338.

RETURN TO: RONALD R. HALL

This conveyance is made subject to easements and restrictions of record or otherwise affecting the property.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in anywise incident or appertaining.

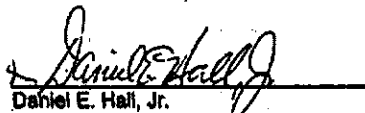
To have and to hold all and singular the said premises herein granted unto the Grantee, his/her heirs, successors and assigns forever.

And the Grantor does hereby bind herself, and her heirs, successors, and assigns, to warrant and forever defend all and singular the premises unto the Grantee, His heirs, successors and assigns against herself and her heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 12 Day of March, 1999.




Daniel E. Hall, Jr.



Sworn To Before Me This 12 Day of March, 1999.

Ronald Mall (L8.)

Notary Public For South Carolina

My Commission Expires: 6-22-2025

Prepared By:
Ronald R. Hall
Attorney at Law
1055 Sunset Blvd.
West Columbia, SC 29169
TEL: 803+791-3196
FAX: 803+791-8754

2004022160 FILED, RECORDED, INDEXED
 04/30/2004 08:20:48:928
 Rec Fee:\$10.00 St Fee:\$0.00EXEMPT
 Co Fee:\$0.00 Pages:3
 Lexington County ROD Debra M. Gunter
 DEED Bk:Pg 9222:346

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That

FURMAN T. HALL, (hereinafter referred to as "Grantor"),

For and in consideration of the sum of Five-Thousand and 00/100 (\$ 5,000.00) Dollars, to the Grantor in hand paid at and before the sealing of these presents, by

PAUL GUNTER

(hereinafter referred to as "Grantee"),

in the State aforesaid (the receipt of which is herewith acknowledged) has granted, bargained, sold, and released and by these Presents does grant, bargain, sell, convey, and release unto the Grantee, his/her heirs, successors and assigns, the following described property:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, located, lying, and being in School District # 3, the County of Lexington, State of South Carolina, the same being shown and designated as **Parcel "A" containing (2.72) Acres, more or less** on a Plat prepared for Furman T. Hall by Allen Associates, Inc. dated August 1, 1991, recorded in the Office of Deeds for Lexington County in Plat Book 248 at Page 6, which Plat is incorporated herein by reference; and having such boundaries and measurements as shown thereon, more or less.

TMS NO: 010400-04-015

DERIVATION: Being the same property conveyed to Furman T. Hall by Deed from Daniel E. Hall, Sr. dated September 11, 1991 recorded October 18, 1991 in the Office of Deeds for Lexington County in Book 1955 at Page 180.

This conveyance is made subject to easements and restrictions of record or otherwise affecting the property;

Together with all and singular the Rights, Members, Hereditaments and

Appurtenances to the Premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the said premises herein granted unto the Grantee, his/her heirs, successors and assigns forever.

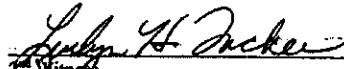
And the Grantor does hereby bind him/herself, and his/her heirs, successors, and assigns, to warrant and forever defend all and singular the premises unto the Grantee, his/her heirs, successors and assigns against him/herself and his/her heirs, successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Any reference in this instrument to the singular shall include the plural and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has set his/her hand and seal this 28 Day of April, 2004.

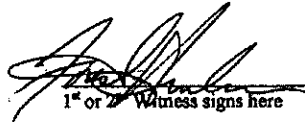

1st Witness


Furman T. Hall

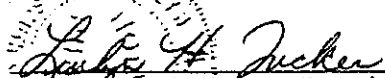

2nd Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, doth depose and state that (s)he saw the within named **Farman T. Hall** sign, seal and deliver the within Deed; and that (s)he with the other witnesses whose signatures appear above witnessed the execution thereof.


1st or 2nd Witness signs here

Sworn To Before Me This 28 Day of April, 2004.

 (L.S.)
Notary Public For South Carolina Lurlyn H Tucker
My Commission Expires: My Commission Expires August 19, 2004

Deed Prepared By:
Ronald R. Hall
1055 Sunset Blvd.
West Columbia, SC 29169
TEL: 803+791-3196
FAX: 803+791-8754

NOTE:
THIS OFFICE MAKES NO WARRANTY
OR CERTIFICATION RELATIVE TO MATTERS
OF TITLE, SURVEY, OR CONDITION/SUITABILITY OF
THIS PROPERTY FOR ANY USE OR PURPOSE.

2019030203 BK: 20824 PG: 5889 - 5895 7 PGS
DEED
Rec: \$12.00 Cnty: \$0.00 State: \$0.00
July 11, 2019 10:56:31 AM
FILED IN LEXINGTON COUNTY, SC

True Query

GENERAL WARRANTY DEED

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

EXHIBIT

21

TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS, THAT **PAUL D. GUNTER AND NORTH EDISTO LOGGING, INC.** (hereinafter whether singular or plural the "Grantor")

in the State aforesaid, for and in consideration of **TRANSFERRING**

TO MY ENTITY to the Grantor paid by

**PAUL GUNTER AS TRUSTEE OF THE
PAUL & BRENDA GUNTER REVOCABLE TRUST UTD MARCH 26, 2019**



(hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, Its Successors and assigns the following described property.

See attached Exhibit A

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

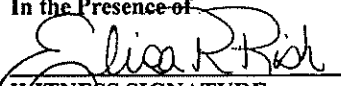
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, Its Successors and Assigns forever.

And the Grantor does hereby bind his Heirs and Assigns, to warrant and forever defend all and singular the said premises unto the said grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

**RETURN TO: BUSBEE LAW FIRM
P.O. BOX 596
WAGENER, SC 29164**

WITNESS the Hand and Seal of the Grantor this 26th day of
March in the year of our Lord Two Thousand Nineteen and in
the Two Hundredth and Forty-Fourth year of Sovereignty and
Independence of the United States of America.

Signed, Sealed and Delivered)
In the Presence of)


WITNESS SIGNATURE


NOTARY PUBLIC SIGNATURE

NORTH EDISTO LOGGING, INC.


BY: PAUL D. GUNTER
ITS: PRESIDENT


PAUL D. GUNTER

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

I, Jacqueline F. Busbee, Notary Public do hereby certify that the Grantor personally appeared
before me and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's
act and deed, deliver the within-written Deed for the uses and purposes therein mentioned.

SWORN to before me this)
26th Day of March 2019)

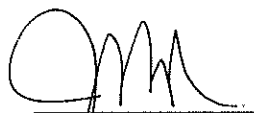

Notary Public for South Carolina
Commission Expires: 11/28/28
Printed name of Notary:
Jacqueline F. Busbee

EXHIBIT A

All that certain piece, parcel or tract of land, situate, lying and being in School District #3, Lexington County, South Carolina, being fully shown and delineated as Parcel B, containing 1.20 acres, more or less, as shown on a plat prepared for Paul D. Gunter and Daniel E. Hall, Sr. by Allen Associates, Inc. dated July 15, 1991 and recorded in Plat Book 248 Page 7 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to Paul D. Gunter by deed of Daniel E. Hall, Sr. recorded in Deed Book 195 Page 177 in the Lexington County ROD Office.
Tax Parcel # 010400-04-022

Also: All that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying and being near the Town of Steadman, Lexington County, South Carolina, containing four (4) acres, more or less, and being bounded as follows North by property of T. B. Quattlebaum; East by a paved road; South and west by property of Perry Hall. Boundaries being now or formerly.

This being the identical property conveyed to Paul Gunter by deed of Pansy Kneece recorded in Deed Book 20S Page 173 in the Lexington County ROD Office.
Tax Parcel # 010400-04-009

Also: All that certain piece, parcel or tract of land, situate, lying and being near the Town of Steadman, Lexington County, South Carolina, containing one (1) acre, more or less, and being shown and delineated as Tract A on a plat prepared for Mrs. Effie Lou S. Hall, prepared by Dewey H. Campbell, Jr. RLS dated April 15, 1966 and recorded in Plat Book 86 G Page 71 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to Paul D. Gunter by deed of Effie Lou S. Hall recorded in Deed Book 15-B Page 71 in the Lexington County ROD Office.
Tax Parcel #:010400-04-010

ALSO: All that certain piece, parcel or lot of land, with the improvements thereon, situate lying and being in School District No. 3, Lexington County, South Carolina, the same being shown and designated as Parcel A, containing 2.72 acres, more or less, on a plat prepared for Furman T. Hall, prepared by Allen Associates, Inc. dated August 1, 1991 and recorded in Plat Book 248 Page 6 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to Paul Gunter by deed of Furman T. Hall dated April 28, 2004 recorded April 30, 2004 in Deed Book 9222 Page 346 in the Lexington County ROD Office.
Tax Parcel #:010400-04-015

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina, located about eight (8) miles Southeast of the Town of Leesville, containing 2.21 acres, more or less, being shown and designated as Parcel No. 5 on a plat prepared for the Estate of W. Homer Hall, prepared by Arthur J. Weed, RLS, dated April 28, 1991 and being bounded incorporated herein by reference thereto, being bounded on the North by property now or formerly of Quattlebaum; East by Parcel No. 6; South by Ben Franklin Road; West by Parcel No. 4. All boundaries being now or formerly.
Tax Parcel #:009400-04-021

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina, located about eight (8) miles Southeast of the Town of Leesville, containing 2.21 acres, more or less, being shown and designated as Parcel No. 6 on a plat prepared for Algernon Quattlebaum, prepared by O. F. Hunter, Jr., RLS, dated November 25, 1996 and being bounded incorporated herein by reference thereto, being bounded on the North by Estate of A. J. Quattlebaum; East by Lot No. 7; South by Ben Franklin; and West by Lot No. 5. All boundaries being now or formerly. Tax Parcel #:009400-04-022

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina, located about eight (8) miles Southeast of the Town of Leesville, containing 2.21 acres, more or less, being shown and designated as Parcel No. 3 on a plat prepared for the Estate of W. Homer Hall, prepared by Arthur J. Weed, RLS, dated April 28, 1991 and being bounded incorporated herein by reference thereto, being bounded on the North by Quattlebaum; East by Lot No. 4; South by Ben Franklin; and West by Lot No. 2. All boundaries being now or formerly.

Tax Parcel #:009400-04-026

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina, located about eight (8) miles Southeast of the Town of Leesville, containing 2.21 acres, more or less, being shown and designated as Parcel No. 4 on a plat prepared for the Estate of W. Homer Hall, prepared by Arthur J. Weed, RLS, dated April 28, 1991 and being bounded incorporated herein by reference thereto, being bounded on the North by Quattlebaum; East by Lot No. 5; South by Ben Franklin; and West by Lot No. 3. All boundaries being now or formerly.

Tax Parcel #:009400-04-027

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina, located about eight (8) miles Southeast of the Town of Leesville, containing 114.11 acres, more or less, and being generally bounded on the North by right of way of U. S. Highway No. 20; East and Southeast by property of Clinton Hallman and Roy Frick; South by property of Roy Frick; and Southwest by property of the Estate of Homer Hall. All boundaries being now or formerly.

Tax Parcel #:009400-04-034

This being the identical property conveyed to Paul D. Gunter by deed of Tracy C. Gunter, Jr. dated May 31, 2000 and recorded June 15, 2000 in Deed Book 5831 Page 76 in the Lexington County ROD Office.

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina, located about eight (8) miles Southeast of the Town of Leesville, containing 12.97 acres, more or less, as shown on a plat prepared by Allen Associates, Inc., prepared for Daniel E. Hall, Sr., dated August 1, 1991 recorded in Plat Book 248 Page 5 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to Paul D. Gunter by deed of Daniel E. Hall, Jr. recorded March 15, 1999 in Deed Book 5146 Page 293 in the Lexington County ROD Office.

Tax Parcel #:010400-04-011

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina, Lot A, containing 28.45 acres, more or less, and Lot B, containing 1.26 acres, more or less, as shown on a plat prepared for Troy A. Tims and Sheryl L. Tims, prepared by Douglas E. Platt, Sr., dated August 12, 1998 and revised February 9, 2000 and recorded March 2, 2000 in Plat Book 5673 Page 68 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging by deed of Fannie Mae AKA Federal National Mortgage Association recorded June 30, 2004 in Deed Book 9376 Page 113 in the Lexington County ROD Office.

Tax Parcel #:011300-01-030

Also: All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being approximately four (4) miles East of Fairview, Lexington County, South Carolina, containing ten (10) acres, more or less, and being shown as Parcel C on a plat prepared for Teddy R. Gauble, prepared by Douglas E. Platt, Sr., RLS, dated October 30, 1974, revised June 9, 1975 and recorded in Plat Book 138-G Page 92 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging by deed of Paul D. Gunter recorded December 5, 2001 in Deed Book 6842 Page 27 in the Lexington County ROD Office.

Tax Parcel #:012500-02-002

Also: All that certain piece, parcel or tract of land, situate, lying and being near the Town of Steadman, Lexington County, South Carolina, containing sixty (60) acres, more or less, being the western portion of Tract No. 2, on a plat of property of Perry C. Hall and Danile E. Hall, prepared by B. P. Barber & Associates, Engineers, dated December 12, 1961 and recorded in Plat Book 62-G Page 18 in the Lexington County ROD, and being bounded on the North by County Road; the center line of which is the line; East by property of Macky E. Rush and J. David Rush, III; Southeast by property of Macky E. Rush and J. David Rush, III; South by property of W. C. Rogers; and West by property of Daniel E. Hall. The said property is all of that tract of land, containing 111.2 acres, more or less, shown and delineated on the plat above referred to, excepting a tract of land, containing 30.16 acres, conveyed to Mackey E. Rush and J. David Rush, III, prepared by Perry C. Hall by deed recorded in Deed Book 659 Page 51, and a tract of land, containing 21.5 acres, more or less, conveyed to Mackey E. Rush and J. David Rush, III by Perry C. Hall by deed recorded in Deed Book 685 Page 8 both of which tracts are shown and delineated on plat prepared for Mackey E. Rush and J. David Rush, III by C. Ashley Abel, dated May 31, 1984 and recorded in Plat Book 199-G Page 308 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging, Inc. by deed of Thomas Clay Chappell recorded August 10, 1999 in Deed Book 5392 Page 269 in the Lexington County ROD.

Tax Parcel #:010400-03-009

Also: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Lexington County, South Carolina, the same being shown and designated as Parcel A, containing 15.40 acres more or less, on a plat dated May 2, 1991 prepared by Allen Associates, Inc. prepared for Perry C. Hall, recorded in Plat Book 247 Page 159 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging, Inc. by deed of Mary Elizabeth Hall Staley recorded June 1, 1999 in Deed Book 5272 Page 174 in the Lexington County ROD.

Tax Parcel #:010400-03-011

Also: All those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in the Town of Steadman, Lexington County, South Carolina, known as Lots 62, 64, 66 and 68 said lots jointly containing 1.82 acres, more or less, as more particularly shown on a plat prepared for the estate of Lloyd C. Hall, prepared by Arthur J. Weed, RLS, dated November 18, 1981 said plat recorded in Plat Book 188-G Page 42 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging, Inc. by deed of Osceola B. Baughman and Shelley B. Derrick recorded July 23, 2003 in Deed Book 8439 Page 202 in the Lexington County ROD Office.

Tax Parcel #:010400-03-024

Also: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Lexington County, South Carolina, the same being shown and designated as Parcel B containing 15.40 acres, more or less, as shown on a plat dated May 2, 1991 prepared by Allen Associates, Inc. for Perry C. Hall, recorded in Plat Book 247 Page 159 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging, Inc. by deed of Susan Claudette Halls Mays recorded June 1, 1999 in Deed Book 5272 Page 168 in the Lexington County ROD Office.

Tax Parcel #:010400-03-048

Also: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Lexington County, South Carolina, the same being shown and designated as Parcel A containing 16.00 acres, more or less, as shown on a plat dated May 2, 1991 prepared by Allen Associates, Inc. for Perry C. Hall, recorded in Plat Book 248 Page 375 in the Lexington County

ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging, Inc. by deed of Allison Margarite Hall Wall recorded June 1, 1999 in Deed Book 5272 Page 171 in the Lexington County ROD Office.

Tax Parcel #:010400-03-049

Also: All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being approximately 18 miles southwest of Lexington near Fairfield Crossroads, Lexington County, South Carolina, being designated as Lot four (4) upon a plat of Candy Bar Ranches subdivision prepared by Glenn Associates Land Surveying Company dated January 8, 1990 and recorded in Plat Book 235 Page 167 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging, Inc. by deed of James O. Spence, Master in Equity for Lexington County recorded April 11, 2018 in Deed Book 19931 Page 39 in the Lexington County ROD Office.

Tax Parcel #:011417-01-004

Also: All those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in Lexington County, South Carolina being shown and delineated as Lot 41, containing 1.96 acres, more or less and Lot 42, containing 2.01 acres, more or less, as shown on a plat of West Fairview arms, Phase II prepared by George S. Todd, dated March 3, 1990 and recorded in Book 237 Page 82 in the Lexington County ROD Office. Reference being made to such plat for a more complete and accurate description thereof.

This being the identical property conveyed to North Edisto Logging, Inc. by deed of American General Financial Services, Inc. recorded August 4, 2008 in Deed Book 13069 Page 92 in the Lexington County ROD Office.

Tax Parcel #:011418-01-041

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

AFFIDAVIT OF CONSIDERATION

Personally appeared before me, JACQUELINE F. BUSBEE, who is duly sworn, deposed and says that the following is a true and correct statement concerning the consideration for the conveyance set forth below:

GRANTOR: PAUL D. GUNTER AND NORTH EDISTO LOGGING, INC.

GRANTEE (PAYOR): PAUL & BRENDA GUNTER REVOCABLE TRUST UTD
MARCH 26, 2019

GRANTEE MAILING ADDRESS: [REDACTED]

CONSIDERATION: TRANSFERRING TO MY ENTITY

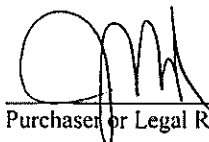
DATED: MARCH 26th 2019

TMS#: 010400-04-022, 010400-04-009, 010400-04-010, 010400-04-015, 009400-04-021,
009400-04-022, 009400-04-026, 009400-04-027, 009400-04-034, 010400-04-011, 011300-01-
030, 012500-02-002, 010400-03-009, 010400-03-011, 010400-03-024, 010400-03-048, 010400-
03-049, 011417-01-004, 011418-01-041

EXEMPTION (if applicable):

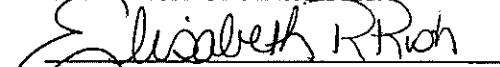
☒ This transfer is exempt from the deed recording fee based on by way of Exception #3.

☐ This transfer is subject to the deed recording fee as a transfer for the consideration amount listed above.


Purchaser or Legal Representative of Purchaser

SWORN TO BEFORE ME

This 26th DAY OF MARCH 2019


Notary Public for South Carolina
My Commission expires: 2/8/2020
Elisabeth R. Rish

2019030204 BK: 20824 PG: 5896 - 5899 4 PGS
DEED
Rec: \$10.00 Cnty: \$0.00 State: \$0.00
July 11, 2019 10:56:32 AM
FILED IN LEXINGTON COUNTY, SC

True Query

GENERAL WARRANTY DEED

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

EXHIBIT

22

TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS, THAT **PAUL GUNTER**
(hereinafter whether singular or plural the "Grantor")

in the State aforesaid, for and in consideration of **LOVE AND**

AFFECTION FOR MY GRANDSON to the Grantor paid by

MATTHEW CODY GUNTER

(hereinafter whether singular or plural the "Grantee") has
granted, bargained, sold and released, and by these presents does
grant, bargain, sell and release unto the said Grantee, his
heirs and assigns the following described property.

See attached Exhibit A

TOGETHER with all and singular, the rights, members,
hereditaments and appurtenances to the said premises belonging or
in anywise incident or appertaining.

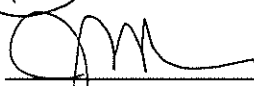
TO HAVE AND TO HOLD all and singular the premises before
mentioned unto the said Grantee, his Heirs and Assigns forever.

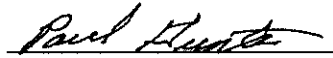
And the Grantor does hereby bind his Heirs and Assigns,
to warrant and forever defend all and singular the said premises
unto the said grantee and the Grantee's Heirs and Assigns,
against the Grantor and the Grantor's Heirs and against every
person whomsoever lawfully claiming, or to claim, the same or any
part thereof.

**RETURN TO: BUSBEE LAW FIRM
P.O. BOX 596
WAGENER, SC 29164**

WITNESS the Hand and Seal of the Grantor this 26th day of
March in the year of our Lord Two Thousand Nineteen and in
the Two Hundredth and Forty-Fourth year of Sovereignty and
Independence of the United States of America.

Signed, Sealed and Delivered)
In the Presence of)


WITNESS SIGNATURE

NOTARY PUBLIC SIGNATURE


PAUL GUNTER

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

I, Jacqueline F. Busbee, Notary Public do hereby certify that the Grantor personally appeared
before me and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's
act and deed, deliver the within-written Deed for the uses and purposes therein mentioned.

SWORN to before me this)
26th)
Day of March 2019)

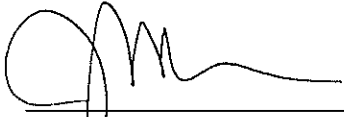

Notary Public for South Carolina
Commission Expires: 11/28/28
Printed name of Notary:
Jacqueline F. Busbee

EXHIBIT A

All that certain piece, parcel or tract of land, with improvements thereon, containing 15.83 acres, more or less, situate, lying and being near US Highway #178, in School District #3, Lexington County, South Carolina, being more particularly described and delineated as Tract B upon a plat prepared for Mike C. Watson, prepared by C. Ashley Abel, RLS dated March 1990 and measuring and bounded as follows: North by Parcel A as shown on a plat for a distance of 1,084.75 feet; East by lands of Freddie Givens, Jr. for a distance of 656.19 feet; South by lands of Ralph Kennedy for a distance of 1,252.67 feet; and West by lands of U. W. Collum now or formerly of Ridgell for a distance of 552.85 feet. All boundaries being now or formerly and measurements being more or less.

This being the identical property conveyed to Paul Gunter by deed of Carolyn M. Watson dated August 29, 2005 and recorded September 6, 2005 in Deed Book 10439 Page 328 in the Lexington County ROD Office.

Tax Parcel #:010400-05-021

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

AFFIDAVIT OF CONSIDERATION

Personally appeared before me, **Jacqueline F. Busbee**, who is duly sworn, deposed and says that the following is a true and correct statement concerning the consideration for the conveyance set forth below:

GRANTOR: PAUL GUNTER

GRANTEE (PAYOR): MATTHEW CODY GUNTER

GRANTEE MAILING ADDRESS: [REDACTED]

CONSIDERATION: LOVE AND AFFECTION FOR MY GRANSON

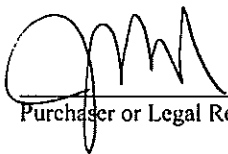
DATED: MARCH 26th 2018

TMS#: 010400-05-021

EXEMPTION (if applicable):

☒ X This transfer is exempt from the deed recording fee based on by way of Exception #3.

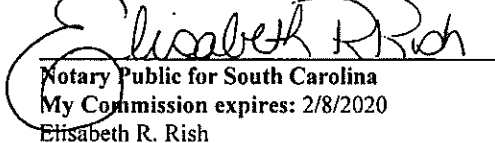
☐ This transfer is subject to the deed recording fee as a transfer for the consideration amount listed above.



Purchaser or Legal Representative of Purchaser

SWORN TO BEFORE ME

This 26th DAY OF MARCH 2019



Notary Public for South Carolina
My Commission expires: 2/8/2020
Elisabeth R. Rish

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	
Other Property	4.02	70,768	.06	4,250	4.02	70,768	.06	4,250	
Market Value Ag.		0		0		0		0	
Use Value Ag.		0		0		0		0	

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
Mailing Address: 916 N EDISTO RD
December 31, 2018 Owner: NORTH EDISTO LOGGING INC
Legal Description: WEST FAIRVIEW FARMS PH II LOTS 41 & 42
Legal Description Cont: WEST FAIRVIEW FARMS PH II LOTS 41 & 42
Property Location: 252 SUGAR BOTTOM RD

Bill Number: 4-104
TMS Number: 011418-01-041
Tax Year: 2019
Tax District: School District One
Property Type: Real Estate
Legal Residence: No

EXHIBIT
23

Current Tax Year						Previous Tax Year					
2019 Assessment: 4,250		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 4,250		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOLS											
School 1 Operation	322.400	1,370.20	0.00	0.00	1,370.20	322.400	1,370.20	0.00	0.00	1,370.20	
School 1 Bonds	90.000	382.50	0.00	-153.00	229.50	85.300	362.53	0.00	-147.84	214.69	
Subtotal School	412.400	1,752.70	0.00	-153.00	1,599.70	407.700	1,732.73	0.00	-147.84	1,584.89	
Percent Of Total Bill	77.53%				75.90%	77.33%				75.73%	
COUNTY											
County Ordinary	25.274	107.41	0.00	0.00	107.41	24.186	102.79	0.00	0.00	102.79	
Law Enforcement	34.354	146.00	0.00	0.00	146.00	34.354	146.00	0.00	0.00	146.00	
Fire Service Operation	20.363	86.54	0.00	0.00	86.54	20.363	86.54	0.00	0.00	86.54	
Toddlers Care	0.500	2.13	0.00	0.00	2.13	0.500	2.13	0.00	0.00	2.13	
Library Operations	6.180	26.27	0.00	0.00	26.27	6.180	26.27	0.00	0.00	26.27	
Solid Waste	7.877	33.48	0.00	0.00	33.48	7.877	33.48	0.00	0.00	33.48	
County Notes & Bonds	3.800	16.15	0.00	0.00	16.15	3.700	15.73	0.00	0.00	15.73	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	94.348	412.98	0.00	0.00	412.98	97.160	412.94	0.00	0.00	412.94	
Percent Of Total Bill	18.49%				19.83%	18.43%				19.73%	
AGENCY											
Rec & Aging Comm Ops	12.202	51.86	0.00	0.00	51.86	12.202	51.86	0.00	0.00	51.86	
Rec & Aging Comm Bonds	3.600	15.30	0.00	0.00	15.30	3.700	15.73	0.00	0.00	15.73	
Midland Tech Operation	2.956	12.56	0.00	0.00	12.56	2.956	12.56	0.00	0.00	12.56	
Midland Tech Capital	1.397	5.94	0.00	0.00	5.94	1.397	5.94	0.00	0.00	5.94	
Riverbank Park Bonds	1.000	4.25	0.00	0.00	4.25	1.000	4.25	0.00	0.00	4.25	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.000	4.25	0.00	0.00	4.25	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	89.91	0.00	0.00	89.91	22.343	94.96	0.00	0.00	94.96	
Percent Of Total Bill	3.98%				4.27%	4.24%				4.54%	
BILLING TOTALS	531.903	2,260.59	0.00	-153.00	2,107.59	527.203	2,240.63	0.00	-147.84	2,092.79	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803) 785-8181.

Credit card payments are accepted at the counter and online at www.lex-co.sc.gov. Electronic checks accepted online only. Convenience fees apply to all tax payments made with a credit card or electronic check.

↓ Detach Here

Detach Here ↓

Rev: 0 09/19/2019
Printed: 03/04/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 4-104
TMS #: 011418-01-041
Type: Real Estate
Tax Year: 2019
District: School District One
Description: WEST FAIRVIEW FARMS PH II LOTS 41 & 42
Description Cont: WEST FAIRVIEW FARMS PH II LOTS 41 & 42
Land: 1,450
Improvement: 2,800
Total Assessment: 4,250
L/R: No H/S: No

Pay This Amount

Due Date for Payment: 01/15/2020	2,107.59
3% Penalty from 01/16/2020 Thru 02/03/2020	2,170.82
10% Penalty from 02/04/2020 Thru 03/16/2020	2,318.35
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	2,453.73
Additional Execution Cost After 04/30/2020	2,483.73
Additional Execution Cost After 07/31/2020	2,533.73

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
916 N EDISTO RD
LEESVILLE SC 29070-9707

PAID

Paid on: 01/15/2020
Amount Paid: 2,107.59

000479

1927752410400002107592001150000217082200203000023183520031600002453738

DEERE 000004

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	
Other Property	1.00	7,897	.06	470	1.00	7,897	.06	470	
Market Value Ag.	8.64	32,181		0	8.64	32,181		0	
Use Value Ag.		967	.04	40		967	.04	40	

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
 Mailing Address: 916 N EDISTO RD
 December 31, 2018 Owner: NORTH EDISTO LOGGING
 Legal Description: PARCEL C
 Legal Description Cont: PARCEL C
 Property Location: 341 CONVENT CHURCH RD 345 CONVENT CHURCH

Bill Number: 22-100
 TMS Number: 012500-02-002
 Tax Year: 2019
 Tax District: School District One
 Property Type: Real Estate
 Legal Residence: No

**EXHIBIT
24**

Current Tax Year						Previous Tax Year					
2019 Assessment: 510		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 510		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 1 Operation	322.400	164.42	0.00	0.00	164.42	322.400	164.42	0.00	0.00	164.42	
School 1 Bonds	90.000	45.90	0.00	-19.16	26.74	85.300	43.30	0.00	-18.51	24.79	
Subtotal School	412.400	210.32	0.00	-19.16	191.16	407.700	207.72	0.00	-18.51	189.41	
Percent Of Total Bill	77.53%				75.82%	77.33%				75.66%	
COUNTY											
County Ordinary	25.274	12.89	0.00	0.00	12.89	24.186	12.33	0.00	0.00	12.33	
Law Enforcement	34.354	17.52	0.00	0.00	17.52	34.354	17.52	0.00	0.00	17.52	
Fire Service Operation	20.363	10.39	0.00	0.00	10.39	20.363	10.39	0.00	0.00	10.39	
Indigent Care	0.500	0.26	0.00	0.00	0.26	0.500	0.26	0.00	0.00	0.26	
Library Operations	6.180	3.15	0.00	0.00	3.15	6.180	3.15	0.00	0.00	3.15	
Solid Waste	7.877	4.02	0.00	0.00	4.02	7.877	4.02	0.00	0.00	4.02	
County Notes & Bonds	3.800	1.94	0.00	0.00	1.94	3.700	1.89	0.00	0.00	1.89	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	50.17	0.00	0.00	50.17	97.160	49.56	0.00	0.00	49.56	
Percent Of Total Bill	18.49%				19.90%	18.13%				19.80%	
AGENCY											
Rec & Aging Comm Ops	12.202	6.22	0.00	0.00	6.22	12.202	6.22	0.00	0.00	6.22	
Rec & Aging Comm Bonds	3.600	1.84	0.00	0.00	1.84	3.700	1.89	0.00	0.00	1.89	
Midland Tech Operation	2.956	1.51	0.00	0.00	1.51	2.956	1.51	0.00	0.00	1.51	
Midland Tech Capital	1.397	0.71	0.00	0.00	0.71	1.397	0.71	0.00	0.00	0.71	
Riverbank Park Bonds	1.000	0.51	0.00	0.00	0.51	1.000	0.51	0.00	0.00	0.51	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.55	0.00	0.00	0.55	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	10.79	0.00	0.00	10.79	22.343	11.39	0.00	0.00	11.39	
Percent Of Total Bill	3.98%				4.28%	4.24%				4.54%	
BILLING TOTALS	531.903	271.28	0.00	-19.16	252.12	527.203	268.87	0.00	-18.51	250.36	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803) 785-8181.

Credit card payments are accepted at the counter and online at www.lex-co.sc.gov. Electronic checks accepted online only. Convenience fees apply to all tax payments made with a credit card or electronic check.

↓ Detach Here

Detach Here ↓

Rev: 0 09/13/2019
 Printed: 03/05/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 22-100

Pay This Amount

TMS #: 012500-02-002
 Type: Real Estate
 Tax Year: 2019
 District: School District One
 Description: PARCEL C
 Description Cont:
 Land: 260
 Improvement: 250
 Total Assessment: 510
 L/R: No H/S: No

Due Date for Payment: 01/15/2020	252.12
3% Penalty from 01/16/2020 Thru 02/03/2020	259.68
10% Penalty from 02/04/2020 Thru 03/16/2020	277.33
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	319.94
Additional Execution Cost After 04/30/2020	349.94
Additional Execution Cost After 07/31/2020	399.94

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
 916 N EDISTO RD
 LEESVILLE SC 29070-9707

PAID

Paid on: 01/15/2020
 Amount Paid: 252.12

000480

129752210000000252122001150000025968200203000002773320031600000319941

DEERE 000612

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	0
Other Property		0		0		0		0	0
Market Value Ag.	15.20	39,933		0	15.40	40,733		0	0
Use Value Ag.		1,946	.04	80		1,971	.04	80	

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
 Mailing Address: 916 N EDISTO RD
 December 31, 2018 Owner: NORTH EDISTO LOGGING INC
 Legal Description: NONE
 Legal Description Cont: SWAMP RABBIT RD
 Property Location: SWAMP RABBIT RD

Bill Number: 3-100
 TMS Number: 010400-03-048
 Tax Year: 2019
 Tax District: School District Three
 Property Type: Real Estate
 Legal Residence: No

**EXHIBIT
25**

Current Tax Year						Previous Tax Year					
2019 Assessment: 80		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 80		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	21.83	0.00	0.00	21.83	272.880	21.83	0.00	0.00	21.83	
School 3 Bonds	84.600	6.77	0.00	-5.13	1.64	77.600	6.21	0.00	-5.00	1.21	
Subtotal School	357.480	28.60	0.00	-5.13	23.47	350.480	28.04	0.00	-5.00	23.04	
Percent Of Total Bill	74.95%				71.06%	74.57%				70.65%	
COUNTY											
County Ordinary	25.274	2.02	0.00	0.00	2.02	24.186	1.93	0.00	0.00	1.93	
Law Enforcement	34.354	2.75	0.00	0.00	2.75	34.354	2.75	0.00	0.00	2.75	
Fire Service Operation	20.363	1.63	0.00	0.00	1.63	20.363	1.63	0.00	0.00	1.63	
Indigent Care	0.500	0.04	0.00	0.00	0.04	0.500	0.04	0.00	0.00	0.04	
Library Operations	6.180	0.49	0.00	0.00	0.49	6.180	0.49	0.00	0.00	0.49	
Solid Waste	7.877	0.63	0.00	0.00	0.63	7.877	0.63	0.00	0.00	0.63	
County Notes & Bonds	3.800	0.30	0.00	0.00	0.30	3.700	0.30	0.00	0.00	0.30	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	7.86	0.00	0.00	7.86	97.160	7.77	0.00	0.00	7.77	
Percent Of Total Bill	20.62%				23.80%	20.67%				23.83%	
AGENCY											
Rec & Aging Comm Ops	12.202	0.98	0.00	0.00	0.98	12.202	0.98	0.00	0.00	0.98	
Rec & Aging Comm Bonds	3.600	0.29	0.00	0.00	0.29	3.700	0.30	0.00	0.00	0.30	
Midland Tech Operation	2.956	0.24	0.00	0.00	0.24	2.956	0.24	0.00	0.00	0.24	
Midland Tech Capital	1.397	0.11	0.00	0.00	0.11	1.397	0.11	0.00	0.00	0.11	
Riverbank Park Bonds	1.000	0.08	0.00	0.00	0.08	1.000	0.08	0.00	0.00	0.08	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.986	0.16	0.00	0.00	0.16	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	1.70	0.00	0.00	1.70	22.343	1.80	0.00	0.00	1.80	
Percent Of Total Bill	4.43%				5.14%	4.76%				5.52%	
BILLING TOTALS	476.983	38.16	0.00	-5.13	33.03	469.983	37.61	0.00	-5.00	32.61	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803) 785-8181.

Credit card payments are accepted at the counter and online at www.lex-co.sc.gov. Electronic checks accepted online only. Convenience fees apply to all tax payments made with a credit card or electronic check.

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Rev: 0 09/19/2019
 Printed: 03/08/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 3-100

Pay This Amount

TMS #: 010400-03-048
 Type: Real Estate
 Tax Year: 2019
 District: School District Three
 Description: NONE
 Description Cont:
 Land: 80
 Improvement: 0
 Total Assessment: 80
 L/R: No H/S: No

Due Date for Payment: 01/15/2020	33.03
3% Penalty from 01/16/2020 Thru 02/03/2020	34.02
10% Penalty from 02/04/2020 Thru 03/16/2020	36.33
15% Penalty & Cost From 03/17/2020 Thru 04/30/2020	67.98
Additional Execution Cost After 04/30/2020	97.98
Additional Execution Cost After 07/31/2020	147.98

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
 916 N EDISTO RD
 LEXINGTON SC 29070-9707

PAID

Paid on: 01/15/2020
 Amount Paid: 33.03

000481

112753310000000033032001150000003402200203000000363320031600000067983

DEERE 000935

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year			
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment
Owner Occupied		0		0		0		0
Other Property		0		0		0		0
Market Value Ag.	16.00	42,320		0	16.00	42,320		0
Use Value Ag.		2,048	.04	80		2,048	.04	80

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
 Mailing Address: 916 N EDISTO RD
 December 31, 2018 Owner: NORTH EDISTO LOGGING INC
 Legal Description: ON N EDISTO RV
 Legal Description Cont: SWAMP RABBIT RD
 Property Location: SWAMP RABBIT RD

Bill Number: 9-109
 TMS Number: 010400-03-049
 Tax Year: 2019
 Tax District: School District Three
 Property Type: Real Estate
 Legal Residence: No

**EXHIBIT
26**

Current Tax Year						Previous Tax Year					
2019 Assessment: 80		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 80		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	21.83	0.00	0.00	21.83	272.880	21.83	0.00	0.00	21.83	
School 3 Bonds	84.600	6.77	0.00	-5.39	1.38	77.600	6.21	0.00	-5.21	1.00	
Subtotal School	357.480	28.60	0.00	-5.39	23.21	250.480	28.04	0.00	-5.21	22.83	
Percent Of Total Bill	74.95%				70.83%	74.57%				70.46%	
COUNTY											
County Ordinary	25.274	2.02	0.00	0.00	2.02	24.185	1.93	0.00	0.00	1.93	
Law Enforcement	34.354	2.75	0.00	0.00	2.75	34.354	2.75	0.00	0.00	2.75	
Fire Service Operation	20.363	1.63	0.00	0.00	1.63	20.363	1.63	0.00	0.00	1.63	
Indigent Care	0.500	0.04	0.00	0.00	0.04	0.500	0.04	0.00	0.00	0.04	
Library Operations	6.180	0.49	0.00	0.00	0.49	6.180	0.49	0.00	0.00	0.49	
Solid Waste	7.877	0.63	0.00	0.00	0.63	7.877	0.63	0.00	0.00	0.63	
County Notes & Bonds	3.800	0.30	0.00	0.00	0.30	3.700	0.30	0.00	0.00	0.30	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	7.86	0.00	0.00	7.86	97.160	7.77	0.00	0.00	7.77	
Percent Of Total Bill	20.42%				23.99%	20.67%				23.98%	
AGENCY											
Rac & Aging Comm Ops	12.202	0.98	0.00	0.00	0.98	12.202	0.98	0.00	0.00	0.98	
Rac & Aging Comm Bonds	3.400	0.28	0.00	0.00	0.28	3.700	0.30	0.00	0.00	0.30	
Midland Tech Operation	2.956	0.24	0.00	0.00	0.24	2.956	0.24	0.00	0.00	0.24	
Midland Tech Capital	1.397	0.11	0.00	0.00	0.11	1.397	0.11	0.00	0.00	0.11	
Riverbank Park Bonds	1.000	0.08	0.00	0.00	0.08	1.000	0.08	0.00	0.00	0.08	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.09	0.00	0.00	0.09	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	1.70	0.00	0.00	1.70	22.343	1.80	0.00	0.00	1.80	
Percent Of Total Bill	4.43%				5.18%	4.76%				5.56%	
BILLING TOTALS	476.983	38.16	0.00	-5.39	32.77	469.983	37.61	0.00	-5.21	32.40	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803)785-8181.

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Rev: 0 09/13/2019
 Printed: 03/08/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 9-109

Pay This Amount

TMS #: 010400-03-049
 Type: Real Estate
 Tax Year: 2019
 District: School District Three
 Description: ON N EDISTO RV
 Description Cont:
 Land: 80
 Improvement: 0
 Total Assessment: 80
 L/R: No H/S: No

Due Date for Payment: 01/15/2020	32.77
3% Penalty from 01/16/2020 Thru 02/03/2020	33.75
10% Penalty from 02/04/2020 Thru 03/16/2020	36.05
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	67.69
Additional Execution Cost After 04/30/2020	97.69
Additional Execution Cost After 07/31/2020	147.69

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
 916 N EDISTO RD
 LEESVILLE SC 29070-9707

PAID

Paid on: 01/15/2020
 Amount Paid: 32.77

000482

1429752910900000032772001150000003375200203000000360520031600000067693

DEERE 001138

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year			
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment
Owner Occupied		0		0				
Other Property		0		0				
Market Value Ag.	11.90	47,600		0				
Use Value Ag.		1,166	.04	50				

Owner Name: MATTHEWS, SHARON C
 Mailing Address: 1057 PINE GROVE ROAD
 December 31, 2018 Owner: MATTHEWS, SHARON C
 Legal Description: PARCEL 2
 Legal Description Cont: PARCEL 2
 Property Location: PINE GROVE RD

Bill Number: 0-101
 TMS Number: 011300-01-045
 Tax Year: 2019
 Tax District: School District One
 Property Type: Real Estate
 Legal Residence: No

EXHIBIT
27

Current Tax Year						Previous Tax Year					
2019 Assessment: 50		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment:		H/S:		Tax Relief:	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 1 Operation	322.400	16.12	0.00	0.00	16.12						
School 1 Bonds	90.000	4.50	0.00	-2.53	1.97						
Subtotal School	412.400	20.62	0.00	-2.53	18.09						
Percent Of Total Bill	77.53%				75.16%						
COUNTY											
County Ordinary	25.274	1.26	0.00	0.00	1.26						
Law Enforcement	34.354	1.72	0.00	0.00	1.72						
Fire Service Operation	20.363	1.02	0.00	0.00	1.02						
Indigent Care	0.500	0.03	0.00	0.00	0.03						
Library Operations	6.180	0.31	0.00	0.00	0.31						
Solid Waste	7.877	0.39	0.00	0.00	0.39						
County Notes & Bonds	3.800	0.19	0.00	0.00	0.19						
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00						
Library Bonds	0.000	0.00	0.00	0.00	0.00						
Subtotal County	88.348	4.92	0.00	0.00	4.92						
Percent Of Total Bill	18.49%				20.44%						
AGENCY											
Rec & Aging Comm Ops	12.202	0.61	0.00	0.00	0.61						
Rec & Aging Comm Bonds	3.400	0.18	0.00	0.00	0.18						
Midland Tech Operation	2.956	0.15	0.00	0.00	0.15						
Midland Tech Capital	1.397	0.07	0.00	0.00	0.07						
Riverbank Park Bonds	1.000	0.05	0.00	0.00	0.05						
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00						
Mental Health	0.000	0.00	0.00	0.00	0.00						
Subtotal Agency	21.155	1.06	0.00	0.00	1.06						
Percent Of Total Bill	3.98%				4.40%						
BILLING TOTALS	531.903	26.60	0.00	-2.53	24.07						

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Rev: 0 09/19/2019
 Printed: 03/08/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 0-101

Pay This Amount

TMS #: 011300-01-045
 Type: Real Estate
 Tax Year: 2019
 District: School District One
 Description: PARCEL 2
 Description Cont: PARCEL 2
 Land: 50
 Improvement: 0
 Total Assessment: 50
 L/R: No H/S: No

Due Date for Payment: 01/15/2020	24.07
3% Penalty from 01/15/2020 Thru 02/03/2020	24.79
10% Penalty from 02/04/2020 Thru 03/16/2020	26.48
15% Penalty & Cost From 03/17/2020 Thru 04/30/2020	57.68
Additional Execution Cost After 04/30/2020	87.68
Additional Execution Cost After 07/31/2020	137.68

Return this portion with payment and make checks payable to: County of Lexington

MATTHEWS, SHARON C
 1057 PINE GROVE ROAD
 LEXINGTON SC 29070-9707

PAID

Paid on: 11/18/2019
 Amount Paid: 24.07

000483

1 128123010100000024072001150000002479200203000000264820031600000057683

DEERE 001350

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied	3.79	25,500	.04	1,020	1.50	8,165	.04	330	
Other Property		0		0		0		0	
Market Value Ag.		0		0		0		0	
Use Value Ag.		0		0		0		0	

Owner Name: MATTHEWS, SHARON C
 Mailing Address: 1057 PINE GROVE RD
 December 31, 2018 Owner: MATTHEWS, SHARON C
 Legal Description: PARCEL 1 & OTHER
 Legal Description Cont: PARCEL 1 & OTHER
 Property Location: 1057 PINE GROVE RD 1055 PINE GROVE RD

Bill Number: 2019-281229-101
 TMS Number: 011300-01-135
 Tax Year: 2019
 Tax District: School District One
 Property Type: Real Estate
 Legal Residence: Yes

Current Tax Year						Previous Tax Year					
2019 Assessment: 1,020		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 330		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 1 Operation	322.400	328.85	0.00	0.00	328.85	322.400	106.39	0.00	0.00	106.39	
School Tax Credit	0.000	0.00	0.00	-328.85	-328.85	0.000	0.00	0.00	-106.39	-106.39	
School 1 Bonds	90.000	91.80	0.00	-55.13	36.67	85.300	28.15	0.00	-17.07	11.08	
Subtotal School	412.400	420.65	0.00	-383.98	36.67	407.700	134.54	0.00	-123.46	11.08	
Percent Of Total Bill	77.53%				23.13%	77.33%				21.93%	
COUNTY											
County Ordinary	25.274	25.78	0.00	0.00	25.78	24.186	7.98	0.00	0.00	7.98	
Law Enforcement	34.354	35.04	0.00	0.00	35.04	34.354	11.34	0.00	0.00	11.34	
Fire Service Operation	20.363	20.77	0.00	0.00	20.77	20.363	6.72	0.00	0.00	6.72	
Indigent Care	0.500	0.51	0.00	0.00	0.51	0.500	0.17	0.00	0.00	0.17	
Library Operations	6.180	6.30	0.00	0.00	6.30	6.180	2.04	0.00	0.00	2.04	
Solid Waste	7.877	8.03	0.00	0.00	8.03	7.877	2.60	0.00	0.00	2.60	
County Notes & Bonds	3.800	3.88	0.00	0.00	3.88	3.700	1.22	0.00	0.00	1.22	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	100.31	0.00	0.00	100.31	97.160	32.07	0.00	0.00	32.07	
Percent Of Total Bill	18.49%				63.26%	18.43%				63.47%	
AGENCY											
Rec & Aging Comm Ops	12.202	12.45	0.00	0.00	12.45	12.202	4.03	0.00	0.00	4.03	
Rec & Aging Comm Bonds	3.600	3.67	0.00	0.00	3.67	3.700	1.22	0.00	0.00	1.22	
Midland Tech Operation	2.956	3.02	0.00	0.00	3.02	2.956	0.98	0.00	0.00	0.98	
Midland Tech Capital	1.397	1.42	0.00	0.00	1.42	1.397	0.46	0.00	0.00	0.46	
Riverbank Park Bonds	1.000	1.02	0.00	0.00	1.02	1.000	0.33	0.00	0.00	0.33	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.36	0.00	0.00	0.36	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	21.58	0.00	0.00	21.58	22.343	7.38	0.00	0.00	7.38	
Percent Of Total Bill	3.98%				13.61%	4.24%				14.60%	
BILLING TOTALS	531.903	542.54	0.00	-383.98	158.56	527.203	173.99	0.00	-123.46	50.53	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

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Rev: 0 09/19/2019
 Printed: 03/08/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number 2019-281229-101

Pay This Amount

TMS #: 011300-01-135
 Type: Real Estate
 Tax Year: 2019
 District: School District One
 Description: PARCEL 1 & OTHER
 Description Cont: PARCEL 1 & OTHER
 Land: 910
 Improvement: 110
 Total Assessment: 1,020
 L/R: Yes E/S: No

Due Date for Payment: 01/15/2020	158.56
3% Penalty from 01/16/2020 Thru 02/03/2020	163.32
10% Penalty from 02/04/2020 Thru 03/16/2020	174.42
15% Penalty & Cost From 03/17/2020 Thru 04/30/2020	212.34
Additional Execution Cost After 04/30/2020	242.34
Additional Execution Cost After 07/31/2020	292.34

Return this portion with payment and make checks payable to: County of Lexington

MATTHEWS, SHARON C
 1057 PINE GROVE RD
 LEESVILLE SC 29070

PAID

Paid on: 11/18/2019
 Amount Paid: 158.56

000484

1728122910100000158562001150000016332200203000001744220031600000212348

DEERE 001351

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	
Other Property	1.00	7,300	.06	440		2,800	.06	170	
Market Value Ag.	13.19	59,400		0	28.21	56,304		0	
Use Value Ag.		1,688	.04	70		3,611	.04	140	

Owner Name-----: ORTIZ, AUGUSTIN ALEXIS RODRIGUEZ
Mailing Address-----: 1457 C BRODIE ROAD
December 31, 2018 Owner: ORTIZ, AUGUSTIN ALEXIS RODRIGUEZ
Legal Description-----: PARCEL 3
Legal Description Cont-----:
Property Location-----: 1073 PINE GROVE RD

Bill Number-----: 2019-294748-109
TMS Number-----: 011300-01-030
Tax Year-----: 2019
Tax District-----: School District One
Property Type-----: Real Estate
Legal Residence-----: No

Current Tax Year						Previous Tax Year					
2019 Assessment: 510		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 310		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 1 Operation	322.400	164.42	0.00	0.00	164.42	322.400	99.94	0.00	0.00	99.94	
School 1 Bonds	90.000	45.90	0.00	-19.44	26.46	85.300	26.44	0.00	-13.39	13.05	
Subtotal School	412.400	210.32	0.00	-19.44	190.88	407.700	126.38	0.00	-13.39	112.99	
Percent Of Total Bill	77.53%				75.79%	77.33%				75.30%	
COUNTY											
County Ordinary	25.274	12.89	0.00	0.00	12.89	24.186	7.50	0.00	0.00	7.50	
Law Enforcement	34.354	17.32	0.00	0.00	17.32	34.354	10.45	0.00	0.00	10.45	
Fire Service Operation	20.363	10.39	0.00	0.00	10.39	20.363	6.31	0.00	0.00	6.31	
Indigent Care	0.500	0.26	0.00	0.00	0.26	0.500	0.16	0.00	0.00	0.16	
Library Operations	6.180	3.15	0.00	0.00	3.15	6.180	1.92	0.00	0.00	1.92	
Solid Waste	7.077	4.02	0.00	0.00	4.02	7.077	2.44	0.00	0.00	2.44	
County Notes & Bonds	3.800	1.94	0.00	0.00	1.94	3.780	1.15	0.00	0.00	1.15	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	50.17	0.00	0.00	50.17	97.160	30.13	0.00	0.00	30.13	
Percent Of Total Bill	18.49%				19.92%	18.43%				20.08%	
AGENCY											
Rac & Aging Comm Ops	12.202	6.22	0.00	0.00	6.22	12.202	3.78	0.00	0.00	3.78	
Rac & Aging Comm Bonds	3.600	1.84	0.00	0.00	1.84	3.700	1.15	0.00	0.00	1.15	
Midland Tech Operation	2.956	1.51	0.00	0.00	1.51	2.956	0.92	0.00	0.00	0.92	
Midland Tech Capital	1.397	0.71	0.00	0.00	0.71	1.397	0.43	0.00	0.00	0.43	
Riverbank Park Bonds	1.000	0.51	0.00	0.00	0.51	1.000	0.31	0.00	0.00	0.31	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.34	0.00	0.00	0.34	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	10.79	0.00	0.00	10.79	22.343	6.93	0.00	0.00	6.93	
Percent Of Total Bill	3.98%				4.29%	4.24%				4.62%	
BILLING TOTALS	531.903	271.28	0.00	-19.44	251.84	527.203	163.44	0.00	-13.39	150.05	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803)785-8181.

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Rev: 0 09/19/2019
Printed: 03/08/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number 2019-294748-109

Pay This Amount

TMS # -----: 011300-01-030
Type -----: Real Estate
Tax Year -----: 2019
District -----: School District One
Description -----: PARCEL 3
Description Cont -----:
Land -----: 340
Improvement -----: 170
Total Assessment: 510
L/R: No H/S: No

Due Date for Payment: 01/15/2020	251.84
3% Penalty from 01/16/2020 Thru 02/03/2020	259.40
10% Penalty from 02/04/2020 Thru 03/16/2020	277.02
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	319.62
Additional Execution Cost After 04/30/2020	349.62
Additional Execution Cost After 07/31/2020	399.62

Return this portion with payment and make checks payable to: County of Lexington

ORTIZ, AUGUSTIN ALEXIS RODRIGUEZ
1457 C BRODIE ROAD
LEXINGTON SC 29070-9707

PAID

Paid on: 04/22/2020
Amount Paid: 349.62

000485

1421474810900000251842001150000025940200203000002770220031600000319629

DEERE 001352

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	0
Other Property		0		0		0		0	0
Market Value Ag.	1.82	12,558		0	1.82	12,558		0	0
Use Value Ag.		233	.04	20		233	.04	20	20

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
 Mailing Address: 916 N EDISTO RD
 December 31, 2018 Owner: NORTH EDISTO LOGGING INC
 Legal Description: LOTS 62,64,66,68 1.82 AC TOTAL
 Legal Description Cont:
 Property Location: NORTH EDISTO RD

Bill Number: 8-102
 TMS Number: 010400-03-024
 Tax Year: 2019
 Tax District: School District Three
 Property Type: Real Estate
 Legal Residence: No

EXHIBIT
28

Current Tax Year						Previous Tax Year					
2019 Assessment: 20		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 20		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	5.46	0.00	0.00	5.46	272.880	5.46	0.00	0.00	5.46	
School 3 Bonds	84.600	1.69	0.00	-0.60	1.09	77.600	1.35	0.00	-0.38	0.97	
Subtotal School	357.480	7.15	0.00	-0.60	6.55	350.480	7.01	0.00	-0.38	6.63	
Percent Of Total Bill	74.95%				73.18%	74.57%				72.59%	
COUNTY											
County Ordinary	25.274	0.51	0.00	0.00	0.51	24.186	0.48	0.00	0.00	0.48	
Law Enforcement	34.354	0.69	0.00	0.00	0.69	34.354	0.69	0.00	0.00	0.69	
Fire Service Operation	20.363	0.41	0.00	0.00	0.41	20.363	0.41	0.00	0.00	0.41	
Indigent Care	0.500	0.01	0.00	0.00	0.01	0.500	0.01	0.00	0.00	0.01	
Library Operations	6.180	0.12	0.00	0.00	0.12	6.180	0.12	0.00	0.00	0.12	
Solid Waste	7.877	0.16	0.00	0.00	0.16	7.877	0.16	0.00	0.00	0.16	
County Notes & Bonds	3.800	0.08	0.00	0.00	0.08	3.700	0.07	0.00	0.00	0.07	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	1.98	0.00	0.00	1.98	97.160	1.94	0.00	0.00	1.94	
Percent Of Total Bill	20.62%				22.12%	20.87%				22.02%	
AGENCY											
Rec & Aging Comm Ops	12.202	0.24	0.00	0.00	0.24	12.202	0.24	0.00	0.00	0.24	
Rec & Aging Comm Bonds	3.600	0.07	0.00	0.00	0.07	3.700	0.07	0.00	0.00	0.07	
Midland Tech Operation	2.956	0.06	0.00	0.00	0.06	2.956	0.06	0.00	0.00	0.06	
Midland Tech Capital	1.397	0.03	0.00	0.00	0.03	1.397	0.03	0.00	0.00	0.03	
Riverbank Park Bonds	1.000	0.02	0.00	0.00	0.02	1.000	0.02	0.00	0.00	0.02	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	0.42	0.00	0.00	0.42	22.343	0.44	0.00	0.00	0.44	
Percent Of Total Bill	4.43%				4.70%	4.76%				4.99%	
BILLING TOTALS	476.983	9.55	0.00	-0.60	8.95	469.983	9.39	0.00	-0.38	8.81	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

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Rev: 0 09/19/2019
 Printed: 03/09/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 8-102
 TMS #: 010400-03-024
 Type: Real Estate
 Tax Year: 2019
 District: School District Three
 Description: LOTS 62,64,66,68 1.82 AC TOTAL
 Description Cont:
 Land: 20
 Improvement: 0
 Total Assessment: 20
 L/R: No H/S: No

Pay This Amount

Due Date for Payment: 01/15/2020	8.95
3% Penalty from 01/16/2020 Thru 02/03/2020	9.22
10% Penalty from 02/04/2020 Thru 03/16/2020	9.85
15% Penalty & Cost From 03/17/2020 Thru 04/30/2020	40.29
Additional Execution Cost After 04/30/2020	70.29
Additional Execution Cost After 07/31/2020	120.29

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
 916 N EDISTO RD
 LEXINGTON SC 29070-9707

PAID

Paid on: 01/15/2020
 Amount Paid: 8.95

000486

1129752810200000008752001150000000922200203000000098520031600000040293

DEERE 001502

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	
Other Property		0		0		0		0	
Market Value Ag.	15.40	40,733		0	15.40	40,733		0	
Use Value Ag.		1,971	.04	80		1,971	.04	80	

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
Mailing Address: 916 N EDISTO RD
December 31, 2018 Owner: NORTH EDISTO LOGGING INC
Legal Description: PARCEL A HWY ROW OBTAINED .22 AC
Legal Description Cont:
Property Location: NORTH EDISTO RD

Bill Number: 30-109
TMS Number: 010400-03-011
Tax Year: 2019
Tax District: School District Three
Property Type: Real Estate
Legal Residence: No

EXHIBIT
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Current Tax Year						Previous Tax Year					
2019 Assessment: 80		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 80		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	21.83	0.00	0.00	21.83	272.880	21.83	0.00	0.00	21.83	
School 3 Bonds	84.600	6.77	0.00	-5.18	1.59	77.600	6.21	0.00	-5.00	1.21	
Subtotal School	357.480	28.60	0.00	-5.18	23.42	350.480	28.04	0.00	-5.00	23.04	
Percent Of Total Bill	74.95%				71.01%	74.57%				70.63%	
COUNTY											
County Ordinary	25.274	2.02	0.00	0.00	2.02	24.186	1.93	0.00	0.00	1.93	
Law Enforcement	34.354	2.75	0.00	0.00	2.75	34.354	2.75	0.00	0.00	2.75	
Fire Service Operation	20.363	1.63	0.00	0.00	1.63	20.363	1.63	0.00	0.00	1.63	
Indigent Care	0.500	0.04	0.00	0.00	0.04	0.500	0.04	0.00	0.00	0.04	
Library Operations	6.180	0.49	0.00	0.00	0.49	6.180	0.49	0.00	0.00	0.49	
Solid Waste	7.877	0.63	0.00	0.00	0.63	7.877	0.63	0.00	0.00	0.63	
County Notes & Bonds	3.800	0.30	0.00	0.00	0.30	3.700	0.30	0.00	0.00	0.30	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	7.86	0.00	0.00	7.86	97.160	7.77	0.00	0.00	7.77	
Percent Of Total Bill	20.62%				23.83%	20.67%				23.83%	
AGENCY											
Rec & Aging Comm Ops	12.202	0.98	0.00	0.00	0.98	12.202	0.98	0.00	0.00	0.98	
Rec & Aging Comm Bonds	3.600	0.29	0.00	0.00	0.29	3.700	0.30	0.00	0.00	0.30	
Midland Tech Operation	2.956	0.24	0.00	0.00	0.24	2.956	0.24	0.00	0.00	0.24	
Midland Tech Capital	1.397	0.11	0.00	0.00	0.11	1.397	0.11	0.00	0.00	0.11	
Riverbank Park Bonds	1.000	0.08	0.00	0.00	0.08	1.000	0.08	0.00	0.00	0.08	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.688	0.09	0.00	0.00	0.09	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	1.70	0.00	0.00	1.70	22.343	1.80	0.00	0.00	1.80	
Percent Of Total Bill	4.43%				5.16%	4.76%				5.52%	
BILLING TOTALS	476.983	38.16	0.00	-5.18	32.98	469.983	37.61	0.00	-5.00	32.61	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803) 785-8181.

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Rev: 09/19/2019
Printed: 03/09/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 30-109

Pay This Amount

TMS #: 010400-03-011
Type: Real Estate
Tax Year: 2019
District: School District Three
Description: PARCEL A HWY ROW OBTAINED .22 AC
Description Cont:
Land: 80
Improvement: 0
Total Assessment: 80
L/R: No H/S: No

Due Date for Payment: 01/15/2020	32.98
3% Penalty from 01/16/2020 Thru 02/03/2020	33.97
10% Penalty from 02/04/2020 Thru 03/16/2020	36.28
15% Penalty & Cost From 03/17/2020 Thru 04/30/2020	67.93
Additional Execution Cost After 04/30/2020	97.93
Additional Execution Cost After 07/31/2020	147.93

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
916 N EDISTO RD
LEXINGTON SC 29070-9707

PAID

Paid on: 01/15/2020
Amount Paid: 32.98

000487

1129753010900000032982001150000003397200203000000362820031600000067932

DEERE 001751

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	0
Other Property		0		0		0		0	0
Market Value Ag.	2.06	14,214		0	2.06	14,214		0	0
Use Value Ag.		264	.04	20		264	.04	20	20

Owner Name: GUNTER, PAUL D
 Mailing Address: 916 N EDISTO RD
 December 31, 2018 Owner: GUNTER, PAUL D
 Legal Description: UNNUMBERED PARCEL & PARCEL B
 Legal Description Cont:
 Property Location: NORTH EDISTO RD

Bill Number: 25-101
 TMS Number: 010400-04-022
 Tax Year: 2019
 Tax District: School District Three
 Property Type: Real Estate
 Legal Residence: No

EXHIBIT
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Current Tax Year						Previous Tax Year					
2019 Assessment: 20		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 20		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	5.46	0.00	0.00	5.46	272.880	5.46	0.00	0.00	5.46	
School 3 Bonds	84.600	1.69	0.00	-0.68	1.01	77.600	1.55	0.00	-0.66	0.89	
Subtotal School	357.480	7.15	0.00	-0.68	6.47	350.480	7.01	0.00	-0.66	6.35	
Percent Of Total Bill	74.55%				72.94%	74.57%				72.74%	
COUNTY											
County Ordinary	25.274	0.51	0.00	0.00	0.51	24.186	0.48	0.00	0.00	0.48	
Law Enforcement	34.354	0.69	0.00	0.00	0.69	34.354	0.69	0.00	0.00	0.69	
Fire Service Operation	20.363	0.41	0.00	0.00	0.41	20.363	0.41	0.00	0.00	0.41	
Indigent Care	0.500	0.01	0.00	0.00	0.01	0.500	0.01	0.00	0.00	0.01	
Library Operations	6.180	0.12	0.00	0.00	0.12	6.180	0.12	0.00	0.00	0.12	
Solid Waste	7.877	0.16	0.00	0.00	0.16	7.877	0.16	0.00	0.00	0.16	
County Notes & Bonds	3.800	0.08	0.00	0.00	0.08	3.700	0.07	0.00	0.00	0.07	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	1.98	0.00	0.00	1.98	97.160	1.94	0.00	0.00	1.94	
Percent Of Total Bill	20.62%				22.32%	20.67%				22.22%	
AGENCY											
Rec & Aging Comm Ops	12.202	0.24	0.00	0.00	0.24	12.202	0.24	0.00	0.00	0.24	
Rec & Aging Comm Bonds	3.600	0.07	0.00	0.00	0.07	3.700	0.07	0.00	0.00	0.07	
Midland Tech Operation	2.956	0.06	0.00	0.00	0.06	2.956	0.06	0.00	0.00	0.06	
Midland Tech Capital	1.397	0.03	0.00	0.00	0.03	1.397	0.03	0.00	0.00	0.03	
Riverbank Park Bonds	1.000	0.02	0.00	0.00	0.02	1.000	0.02	0.00	0.00	0.02	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.02	0.00	0.00	0.02	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	0.42	0.00	0.00	0.42	22.343	0.44	0.00	0.00	0.44	
Percent Of Total Bill	4.43%				4.74%	4.76%				5.04%	
BILLING TOTALS	476.983	9.55	0.00	-0.68	8.87	469.983	9.39	0.00	-0.66	8.73	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803)785-8181.

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Rev: 0 09/19/2019
 Printed: 03/09/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 25-101

Pay This Amount

TMS #: 010400-04-022
 Type: Real Estate
 Tax Year: 2019
 District: School District Three
 Description: UNNUMBERED PARCEL & PARCEL B
 Description Cont:
 Land: 20
 Improvement: 0
 Total Assessment: 20
 L/R: No H/S: No

Due Date for Payment: 01/15/2020	8.87
3% Penalty from 01/16/2020 Thru 02/03/2020	9.14
10% Penalty from 02/04/2020 Thru 03/16/2020	9.76
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	40.20
Additional Execution Cost After 04/30/2020	70.20
Additional Execution Cost After 07/31/2020	120.20

Return this portion with payment and make checks payable to: County of Lexington

GUNTER, PAUL D
 916 N EDISTO RD
 LEESVILLE SC 29070-9707

PAID

Paid on: 01/15/2020
 Amount Paid: 8.87

000488

19248325101000000088720011500000009142002030000000976200316000000040205

DEERE 001949

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied	1.00	167,702	.04	6,710	1.00	167,702	.04	6,710	
Other Property		0		0		0		0	
Market Value Ag.		0		0		0		0	
Use Value Ag.		0		0		0		0	

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
Mailing Address: 916 N EDISTO RD
December 31, 2018 Owner: GUNTER, PAUL D
Legal Description: TRACT A
Legal Description Cont: TRACT A
Property Location: 916 N EDISTO RD

Bill Number: 010400-04-010
TMS Number: 010400-04-010
Tax Year: 2019
Tax District: School District Three
Property Type: Real Estate
Legal Residence: Yes

EXHIBIT
31

Current Tax Year						Previous Tax Year					
2019 Assessment: 6,710		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 6,710		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	1,831.02	0.00	0.00	1,831.02	272.880	1,831.02	0.00	0.00	1,831.02	
School Tax Credit	0.000	0.00	0.00	-1,831.02	-1,831.02	0.000	0.00	0.00	-1,831.02	-1,831.02	
School 3 Bonds	84.600	567.67	0.00	-441.05	126.62	77.600	520.70	0.00	-425.96	94.74	
Subtotal School	357.480	2,398.69	0.00	-2,272.07	126.62	350.480	2,351.72	0.00	-2,256.98	94.74	
Percent Of Total Bill	74.95%				13.64%	74.97%				10.97%	
COUNTY											
County Ordinary	25.274	169.59	0.00	0.00	169.59	24.186	162.29	0.00	0.00	162.29	
Law Enforcement	34.354	230.52	0.00	0.00	230.52	34.354	230.52	0.00	0.00	230.52	
Fire Service Operation	20.363	136.64	0.00	0.00	136.64	20.363	136.64	0.00	0.00	136.64	
Indigent Care	0.500	3.36	0.00	0.00	3.36	0.500	3.36	0.00	0.00	3.36	
Library Operations	6.180	41.47	0.00	0.00	41.47	6.180	41.47	0.00	0.00	41.47	
Solid Waste	7.877	52.85	0.00	0.00	52.85	7.877	52.85	0.00	0.00	52.85	
County Notes & Bonds	3.805	25.50	0.00	0.00	25.50	3.700	24.83	0.00	0.00	24.83	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	659.93	0.00	0.00	659.93	97.180	651.96	0.00	0.00	651.96	
Percent Of Total Bill	20.62%				53.07%	20.67%				72.71%	
AGENCY											
Rec & Aging Comm Ops	12.202	81.88	0.00	0.00	81.88	12.202	81.88	0.00	0.00	81.88	
Rec & Aging Comm Bonds	3.600	24.16	0.00	0.00	24.16	3.700	24.83	0.00	0.00	24.83	
Midland Tech Operation	2.956	19.83	0.00	0.00	19.83	2.956	19.83	0.00	0.00	19.83	
Midland Tech Capital	1.397	9.37	0.00	0.00	9.37	1.397	9.37	0.00	0.00	9.37	
Riverbank Park Bonds	1.000	6.71	0.00	0.00	6.71	1.000	6.71	0.00	0.00	6.71	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	7.30	0.00	0.00	7.30	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	141.95	0.00	0.00	141.95	22.343	149.92	0.00	0.00	149.92	
Percent Of Total Bill	4.43%				15.29%	4.76%				16.72%	
BILLING TOTALS	476.983	3,200.57	0.00	-2,272.07	928.50	469.983	3,153.60	0.00	-2,256.98	896.62	

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Rev: 0 09/19/2019
Printed: 03/09/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 010400-04-010

TMS #: 010400-04-010
Type: Real Estate
Tax Year: 2019
District: School District Three
Description: TRACT A
Description Cont: TRACT A
Land: 280
Improvement: 6,430
Total Assessment: 6,710
L/R: Yes H/S: No

Pay This Amount

Due Date for Payment: 01/15/2020	928.50
3% Penalty from 01/16/2020 Thru 02/03/2020	956.36
10% Penalty from 02/04/2020 Thru 03/16/2020	1,021.35
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	1,097.78
Additional Execution Cost After 04/30/2020	1,127.78
Additional Execution Cost After 07/31/2020	1,177.78

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
916 N EDISTO RD
LEXSVILLE SC 29070-9707

PAID

Paid on: 01/15/2020
Amount Paid: 928.50

000489

1425753210300000928502001150000095636200203000010213520031600001097786

DEERE 002117

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	
Other Property	1.00	17,703	.06	1,060	1.00	17,703	.06	1,060	
Market Value Ag.	3.00	38,000		0	3.00	38,000		0	
Use Value Ag.		20,384	.04	820		20,384	.04	820	

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
 Mailing Address: 916 N EDISTO RD
 December 31, 2018 Owner: GUNTER, PAUL
 Legal Description: TRACT B
 Legal Description Cont:
 Property Location: NORTH EDISTO RD

Bill Number: 1-106
 TMS Number: 010400-04-009
 Tax Year: 2019
 Tax District: School District Three
 Property Type: Real Estate
 Legal Residence: No

EXHIBIT
32

Current Tax Year						Previous Tax Year					
2019 Assessment: 1,880 Homestead Assessment: 0 Tax Relief: 0						2018 Assessment: 1,880 H/S: 0 Tax Relief: 0					
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	513.01	0.00	0.00	513.01	272.880	513.01	0.00	0.00	513.01	
School 3 Bonds	84.600	159.05	0.00	-100.18	58.87	77.600	145.89	0.00	-96.73	49.14	
Subtotal School	357.480	672.06	0.00	-100.18	571.88	350.480	658.90	0.00	-96.73	562.15	
Percent Of Total Bill	74.95%				71.79%	74.37%				71.44%	
COUNTY											
County Ordinary	25.274	47.52	0.00	0.00	47.52	24.186	45.47	0.00	0.00	45.47	
Law Enforcement	34.354	64.59	0.00	0.00	64.59	34.354	64.59	0.00	0.00	64.59	
Fire Service Operation	20.363	38.28	0.00	0.00	38.28	20.363	38.28	0.00	0.00	38.28	
Indigent Care	0.500	0.94	0.00	0.00	0.94	0.500	0.94	0.00	0.00	0.94	
Library Operations	6.180	11.62	0.00	0.00	11.62	6.180	11.62	0.00	0.00	11.62	
Solid Waste	7.877	14.81	0.00	0.00	14.81	7.877	14.81	0.00	0.00	14.81	
County Notes & Bonds	3.800	7.14	0.00	0.00	7.14	3.700	6.96	0.00	0.00	6.96	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	184.90	0.00	0.00	184.90	97.160	182.67	0.00	0.00	182.67	
Percent Of Total Bill	20.62%				23.21%	20.67%				23.22%	
AGENCY											
Rec & Aging Comm Ops	12.202	22.94	0.00	0.00	22.94	12.202	22.94	0.00	0.00	22.94	
Rec & Aging Comm Bonds	3.600	6.77	0.00	0.00	6.77	3.700	6.96	0.00	0.00	6.96	
Midland Tech Operation	2.956	5.56	0.00	0.00	5.56	2.956	5.56	0.00	0.00	5.56	
Midland Tech Capital	1.397	2.63	0.00	0.00	2.63	1.397	2.63	0.00	0.00	2.63	
Riverbank Park Bonds	1.000	1.88	0.00	0.00	1.88	1.000	1.88	0.00	0.00	1.88	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	2.05	0.00	0.00	2.05	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	39.78	0.00	0.00	39.78	22.343	42.02	0.00	0.00	42.02	
Percent Of Total Bill	4.43%				5.00%	4.76%				5.34%	
BILLING TOTALS	476.983	896.74	0.00	-100.18	796.56	469.983	883.59	0.00	-96.73	786.84	

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Rev: 0 09/19/2019
 Printed: 03/09/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 1-106
 TMS #: 010400-04-009
 Type: Real Estate
 Tax Year: 2019
 District: School District Three
 Description: TRACT B
 Description Cont:
 Land: 380
 Improvement: 1,500
 Total Assessment: 1,880
 L/R: No H/S: No

Pay This Amount

Due Date for Payment: 01/15/2020	796.56
3% Penalty from 01/16/2020 Thru 02/03/2020	820.46
10% Penalty from 02/04/2020 Thru 03/16/2020	876.22
15% Penalty & Cost From 03/17/2020 Thru 04/30/2020	946.04
Additional Execution Cost After 04/30/2020	976.04
Additional Execution Cost After 07/31/2020	1,026.04

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
 916 N EDISTO RD
 LEXINGTON SC 29070-9707

PAID

Paid on: 01/15/2020
 Amount Paid: 796.56

000499

1 929753110600000796562001150000082046200203000006762220031600000946046

DEERE 002289

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	0
Other Property		0		0		0		0	0
Market Value Ag.	15.83	41,871		0	15.83	41,871		0	0
Use Value Ag.		1,551	.06	90		1,551	.06	90	90

Owner Name: GUNTER, MATTHEW CODY
 Mailing Address: 911 NORTH EDISTO RD
 December 31, 2018 Owner: GUNTER, PAUL
 Legal Description: NONE
 Legal Description Cont: NONE
 Property Location: N EDISTO RD

Bill Number: 0-103
 TMS Number: 010400-05-021
 Tax Year: 2019
 Tax District: School District Three
 Property Type: Real Estate
 Legal Residence: No

EXHIBIT
33

Current Tax Year						Previous Tax Year					
2019 Assessment: 90		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 90		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	24.56	0.00	0.00	24.56	272.880	24.56	0.00	0.00	24.56	
School 3 Bonds	84.600	7.61	0.00	-4.08	3.53	77.600	6.98	0.00	-3.94	3.04	
Subtotal School	357.480	32.17	0.00	-4.08	28.09	350.480	31.54	0.00	-3.94	27.60	
Percent Of Total Bill	74.95%				72.30%	74.57%				71.93%	
COUNTY											
County Ordinary	25.274	2.27	0.00	0.00	2.27	24.186	2.18	0.00	0.00	2.18	
Law Enforcement	34.354	3.09	0.00	0.00	3.09	34.354	3.09	0.00	0.00	3.09	
Fire Service Operation	20.363	1.83	0.00	0.00	1.83	20.363	1.83	0.00	0.00	1.83	
Toddlers Care	0.500	0.05	0.00	0.00	0.05	0.500	0.05	0.00	0.00	0.05	
Library Operations	6.180	0.56	0.00	0.00	0.56	6.180	0.56	0.00	0.00	0.56	
Solid Waste	7.877	0.71	0.00	0.00	0.71	7.877	0.71	0.00	0.00	0.71	
County Notes & Bonds	3.800	0.34	0.00	0.00	0.34	3.700	0.33	0.00	0.00	0.33	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	8.85	0.00	0.00	8.85	97.160	8.75	0.00	0.00	8.75	
Percent Of Total Bill	20.62%				22.78%	20.67%				22.80%	
AGENCY											
Rec & Aging Comm Ops	12.202	1.10	0.00	0.00	1.10	12.202	1.10	0.00	0.00	1.10	
Rec & Aging Comm Bonds	3.600	0.32	0.00	0.00	0.32	3.700	0.33	0.00	0.00	0.33	
Midland Tech Operation	2.956	0.27	0.00	0.00	0.27	2.956	0.27	0.00	0.00	0.27	
Midland Tech Capital	1.397	0.13	0.00	0.00	0.13	1.397	0.13	0.00	0.00	0.13	
Riversbank Park Capital	1.000	0.09	0.00	0.00	0.09	1.000	0.09	0.00	0.00	0.09	
Riversbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.10	0.00	0.00	0.10	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	1.91	0.00	0.00	1.91	22.343	2.02	0.00	0.00	2.02	
Percent Of Total Bill	4.43%				4.92%	4.76%				5.27%	
BILLING TOTALS	476.983	42.93	0.00	-4.08	38.85	469.983	42.31	0.00	-3.94	38.37	

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Rev: 0 09/19/2019
 Printed: 03/10/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 0-103

Pay This Amount

TMS #: 010400-05-021
 Type: Real Estate
 Tax Year: 2019
 District: School District Three
 Description: NONE
 Description Cont:
 Land: 90
 Improvement: 0
 Total Assessment: 90
 L/R: No H/S: No

Due Date for Payment: 01/15/2020	38.85
3% Penalty from 01/16/2020 Thru 02/03/2020	40.02
10% Penalty from 02/04/2020 Thru 03/16/2020	42.74
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	74.68
Additional Execution Cost After 04/30/2020	104.68
Additional Execution Cost After 07/31/2020	154.68

Return this portion with payment and make checks payable to: County of Lexington

GUNTER, MATTHEW CODY
 911 NORTH EDISTO RD
 LEESVILLE SC 29070-9707

PAID

Paid on: 02/11/2020
 Amount Paid: 42.74

000491

1 124631010300000038852001150000004002200203000000427420031600000074683

DEERE 002404

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	0
Other Property		0		0		0		0	0
Market Value Ag.	12.97	34,304		0	12.97	34,304		0	0
Use Value Ag.		1,660	.04	70		1,660	.04	70	70

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
Mailing Address: 916 N EDISTO RD
December 31, 2018 Owner: GUNTER, PAUL D
Legal Description: NONE
Legal Description Cont: NONE
Property Location: NORTH EDISTO RD

Bill Number: 25-101
TMS Number: 010400-04-011
Tax Year: 2019
Tax District: School District Three
Property Type: Real Estate
Legal Residence: No

EXHIBIT
34

Current Tax Year						Previous Tax Year					
2019 Assessment: 70		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 70		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	19.10	0.00	0.00	19.10	272.880	19.10	0.00	0.00	19.10	
School 3 Bonds	84.600	5.92	0.00	-4.37	1.55	77.600	5.43	0.00	-4.22	1.21	
Subtotal School	357.480	25.02	0.00	-4.37	20.65	350.480	24.53	0.00	-4.22	20.31	
Percent Of Total Bill	74.95%				71.16%	74.57%				70.82%	
COUNTY											
County Ordinary	25.274	1.77	0.00	0.00	1.77	24.186	1.69	0.00	0.00	1.69	
Law Enforcement	34.354	2.40	0.00	0.00	2.40	34.354	2.40	0.00	0.00	2.40	
Fire Service Operation	20.363	1.43	0.00	0.00	1.43	20.363	1.43	0.00	0.00	1.43	
Indigent Care	0.500	0.04	0.00	0.00	0.04	0.500	0.04	0.00	0.00	0.04	
Library Operations	6.180	0.43	0.00	0.00	0.43	6.180	0.43	0.00	0.00	0.43	
Solid Waste	7.877	0.55	0.00	0.00	0.55	7.877	0.55	0.00	0.00	0.55	
County Notes & Bonds	3.800	0.27	0.00	0.00	0.27	3.700	0.26	0.00	0.00	0.26	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	6.89	0.00	0.00	6.89	97.160	6.80	0.00	0.00	6.80	
Percent Of Total Bill	20.62%				23.74%	20.67%				23.71%	
AGENCY											
Rec & Aging Comm Ops	12.202	0.85	0.00	0.00	0.85	12.202	0.85	0.00	0.00	0.85	
Rec & Aging Comm Bonds	3.600	0.25	0.00	0.00	0.25	3.700	0.26	0.00	0.00	0.26	
Midland Tech Operation	2.956	0.21	0.00	0.00	0.21	2.956	0.21	0.00	0.00	0.21	
Midland Tech Capital	1.397	0.10	0.00	0.00	0.10	1.397	0.10	0.00	0.00	0.10	
Riverbank Park Bonds	1.000	0.07	0.00	0.00	0.07	1.000	0.07	0.00	0.00	0.07	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.08	0.00	0.00	0.08	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	1.48	0.00	0.00	1.48	22.343	1.57	0.00	0.00	1.57	
Percent Of Total Bill	4.43%				5.10%	4.76%				5.47%	
BILLING TOTALS	476.983	33.39	0.00	-4.37	29.02	469.983	32.90	0.00	-4.22	28.68	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803) 785-8181.

Credit card payments are accepted at the counter and online at www.lex-co.sc.gov. Electronic checks accepted online only. Convenience fees apply to all tax payments made with a credit card or electronic check.

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Rev: 0 09/19/2019
Printed: 03/10/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 25-101

Pay This Amount

TMS #: 010400-04-011
Type: Real Estate
Tax Year: 2019
District: School District Three
Description: NONE
Description Cont: NONE
Land: 70
Improvement: 0
Total Assessment: 70
L/R: No H/S: No

Due Date for Payment: 01/15/2020	29.02
3% Penalty from 01/16/2020 Thru 02/03/2020	29.89
10% Penalty from 02/04/2020 Thru 03/16/2020	31.92
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	63.37
Additional Execution Cost After 04/30/2020	93.37
Additional Execution Cost After 07/31/2020	143.37

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
916 N EDISTO RD
LEXINGTOWN SC 29070-9707

PAID

Paid on: 01/15/2020
Amount Paid: 29.02

000492

1 12 97525101000000290220011500000029672002030000000319220031600000063372

DEERE 002569

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		0		0		0		0	
Other Property	1.00	9,471	.06	570	1.00	9,471	.06	570	
Market Value Ag.	1.72	11,597		0	1.72	11,597		0	
Use Value Ag.		220	.04	10		220	.04	10	

Owner Name: PAUL & BRENDA GUNTER REVOCABLE TRUST
Mailing Address: 916 N EDISTO RD
December 31, 2018 Owner: GUNTER, PAUL
Legal Description: PARCEL A
Legal Description Cont:
Property Location: 1008 NORTH EDISTO RD

Bill Number: 26-108
TMS Number: 010400-04-015
Tax Year: 2019
Tax District: School District Three
Property Type: Real Estate
Legal Residence: No

EXHIBIT
35

Current Tax Year						Previous Tax Year					
2019 Assessment: 580		Homestead Assessment: 0		Tax Relief: 0		2018 Assessment: 580		H/S: 0		Tax Relief: 0	
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	158.27	0.00	0.00	158.27	272.880	158.27	0.00	0.00	158.27	
School 3 Bonds	84.600	49.07	0.00	-25.48	23.59	77.400	45.01	0.00	-24.61	20.40	
Subtotal School	357.480	207.34	0.00	-25.48	134.76	250.280	203.28	0.00	-24.61	178.67	
Percent Of Total Bill	74.35%				72.41%	74.57%				72.05%	
COUNTY											
County Ordinary	25.274	14.66	0.00	0.00	14.66	24.186	14.03	0.00	0.00	14.03	
Law Enforcement	34.354	19.93	0.00	0.00	19.93	34.354	19.93	0.00	0.00	19.93	
Fire Service Operation	20.363	11.81	0.00	0.00	11.81	20.363	11.81	0.00	0.00	11.81	
Indigent Care	0.500	0.29	0.00	0.00	0.29	0.500	0.29	0.00	0.00	0.29	
Library Operations	6.180	3.58	0.00	0.00	3.58	6.180	3.58	0.00	0.00	3.58	
Solid Waste	7.877	4.57	0.00	0.00	4.57	7.877	4.57	0.00	0.00	4.57	
County Notes & Bonds	3.000	2.20	0.00	0.00	2.20	3.000	2.15	0.00	0.00	2.15	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	57.04	0.00	0.00	57.04	97.160	56.36	0.00	0.00	56.36	
Percent Of Total Bill	20.62%				22.71%	20.67%				22.73%	
AGENCY											
Rac & Aging Comm Ops	12.202	7.08	0.00	0.00	7.08	12.202	7.08	0.00	0.00	7.08	
Rac & Aging Comm Bonds	3.600	2.09	0.00	0.00	2.09	3.700	2.15	0.00	0.00	2.15	
Midland Tech Operation	2.935	1.71	0.00	0.00	1.71	2.935	1.71	0.00	0.00	1.71	
Midland Tech Capital	1.397	0.81	0.00	0.00	0.81	1.397	0.81	0.00	0.00	0.81	
Riverbank Park Bonds	1.000	0.58	0.00	0.00	0.58	1.000	0.58	0.00	0.00	0.58	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	0.63	0.00	0.00	0.63	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	12.27	0.00	0.00	12.27	22.343	12.96	0.00	0.00	12.96	
Percent Of Total Bill	4.33%				4.88%	4.76%				5.22%	
BILLING TOTALS						BILLING TOTALS					
	476.983	276.65	0.00	-25.48	251.17	469.983	272.60	0.00	-24.61	247.99	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

If this is your full time legal residence, you may qualify for property tax relief. For more information, contact the Assessor's Office at (803) 785-8190.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803) 785-8181.

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Rev: 0 09/19/2019
Printed: 03/10/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number: 26-108

Pay This Amount

TMS #: 010400-04-015
Type: Real Estate
Tax Year: 2019
District: School District Three
Description: PARCEL A
Description Cont:
Land: 420
Improvement: 160
Total Assessment: 580
L/R: No H/S: No

Due Date for Payment: 01/15/2020	251.17
3% Penalty from 01/16/2020 Thru 02/03/2020	258.71
10% Penalty from 02/04/2020 Thru 03/16/2020	276.29
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	318.85
Additional Execution Cost After 04/30/2020	348.85
Additional Execution Cost After 07/31/2020	398.85

Return this portion with payment and make checks payable to: County of Lexington

PAUL & BRENDA GUNTER REVOCABLE TRUST
916 N EDISTO RD
LEXINGTON SC 29070-9707

PAID

Paid on: 01/15/2020
Amount Paid: 251.17

000493

752610800000251172001150000025871200203000002762920031600000318857

DEERE 002740

COUNTY OF LEXINGTON, SOUTH CAROLINA

Current Tax Year					Previous Tax Year				
Classification	Acres/Lots	Taxable Value	X Ratio	= Assessment	Acres/Lots	Taxable Value	X Ratio	= Assessment	
Owner Occupied		40,100	.04	1,600		40,100	.04	1,600	
Other Property		0		0		0		0	
Market Value Ag.		0		0		0		0	
Use Value Ag.		0		0		0		0	

Owner Name-----: GUNTER, CODY
Mailing Address-----: 1008 NORTH EDISTO RD
December 31, 2018 Owner: GUNTER, CODY
Legal Description-----: 2009 RIVERBIRCH MOD4046-1 48x28
Legal Description Cont-----:
Property Location-----: 1008 NORTH EDISTO ROAD PARCEL A

Bill Number-----: 2019-248126-106
TMS Number-----: 010400-04-015
Tax Year-----: 2019
Tax District-----: School District Three
Property Type-----: Mobile Home #47863
Legal Residence-----: Yes

Current Tax Year						Previous Tax Year					
2019 Assessment: 1,600			Homestead Assessment: 0			2018 Assessment: 1,600			H/S: 0		
			Tax Relief: 0						Tax Relief: 0		
Taxing Agency	2019 Millage	2019 Taxes	Homestead Exempt	Tax Credits	Net Taxes	2018 Millage	2018 Taxes	Homestead Exempt	Tax Credits	Net Taxes	
SCHOOL											
School 3 Operations	272.880	436.61	0.00	0.00	436.61	272.880	436.61	0.00	0.00	436.61	
School Tax Credit	0.000	0.00	0.00	-436.61	-436.61	0.000	0.00	0.00	-436.61	-436.61	
School 3 Bonds	84.600	135.36	0.00	-105.46	29.90	77.600	124.16	0.00	-101.85	22.31	
Subtotal School	357.480	571.97	0.00	-542.07	129.90	350.480	560.77	0.00	-538.46	12.31	
Percent Of Total Bill	74.95%				13.52%	74.57%				10.45%	
COUNTY											
County Ordinary	25.274	40.44	0.00	0.00	40.44	24.186	38.70	0.00	0.00	38.70	
Law Enforcement	34.354	54.97	0.00	0.00	54.97	34.354	54.97	0.00	0.00	54.97	
Fire Service Operation	20.363	32.58	0.00	0.00	32.58	20.363	32.58	0.00	0.00	32.58	
Indigent Care	0.500	0.80	0.00	0.00	0.80	0.500	0.80	0.00	0.00	0.80	
Library Operations	6.180	9.89	0.00	0.00	9.89	6.180	9.89	0.00	0.00	9.89	
Solid Waste	7.877	12.60	0.00	0.00	12.60	7.877	12.60	0.00	0.00	12.60	
County Notes & Bonds	3.800	6.08	0.00	0.00	6.08	3.700	5.92	0.00	0.00	5.92	
Fire Service Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Library Bonds	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal County	98.348	157.36	0.00	0.00	157.36	97.160	155.46	0.00	0.00	155.46	
Percent Of Total Bill	20.62%				13.17%	20.67%				12.81%	
AGENCY											
Rec & Aging Comm Ops	12.202	19.52	0.00	0.00	19.52	12.202	19.52	0.00	0.00	19.52	
Rec & Aging Comm Bonds	3.600	5.76	0.00	0.00	5.76	3.700	5.92	0.00	0.00	5.92	
Midland Tech Operation	2.956	4.73	0.00	0.00	4.73	2.956	4.73	0.00	0.00	4.73	
Midland Tech Capital	1.397	2.24	0.00	0.00	2.24	1.397	2.24	0.00	0.00	2.24	
Riverbank Park Bonds	1.000	1.60	0.00	0.00	1.60	1.000	1.60	0.00	0.00	1.60	
Riverbank Park Oper.	0.000	0.00	0.00	0.00	0.00	1.088	1.74	0.00	0.00	1.74	
Mental Health	0.000	0.00	0.00	0.00	0.00	0.000	0.00	0.00	0.00	0.00	
Subtotal Agency	21.155	33.85	0.00	0.00	33.85	22.343	35.75	0.00	0.00	35.75	
Percent Of Total Bill	4.43%				13.31%	4.76%				16.74%	
BILLING TOTALS	476.983	763.19	0.00	-542.07	221.11	469.983	751.98	0.00	-538.46	213.52	

A mortgage company did not request your property tax information. If your property taxes are paid through escrow, you are responsible for providing them with this information.

You may qualify for the Homestead Exemption if you meet any one of the following requirements: Over age 65, certified as 100% disabled or certified as legally blind. Property must be the full time legal residence of applicant and applicant must have been a SC resident for one full calendar year. For more information, visit us at www.lex-co.sc.gov/auditor or contact the Lexington County Auditors Office at (803)785-8181.

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Rev: 0 09/19/2019
Printed: 03/10/2021

COUNTY OF LEXINGTON, SOUTH CAROLINA

OFFICIAL RECEIPT UPON VALIDATION

Bill Number 2019-248126-106

Pay This Amount

TMS #-----: 010400-04-015
Type-----: Mobile Home #47863
Tax Year-----: 2019
District-----: School District Three
Description-----: 2009 RIVERBIRCH MOD4046-1 48x28
Description Cont-----:
Land-----: 0
Improvement-----: 1,600
Total Assessment: 1,600
L/R: Yes N/S: No

Due Date for Payment: 01/15/2020	221.11
3% Penalty from 01/16/2020 Thru 02/03/2020	227.74
10% Penalty from 02/04/2020 Thru 03/16/2020	243.22
15% Penalty & Cost from 03/17/2020 Thru 04/30/2020	284.28
Additional Execution Cost After 04/30/2020	314.28
Additional Execution Cost After 07/31/2020	364.28

Return this portion with payment and make checks payable to: County of Lexington

GUNTER, CODY
1008 NORTH EDISTO RD
LEXINGTON SC 29070

PAID

Paid on: 05/14/2020
Amount Paid: 314.28

000494

192481261060000221112001150000022774200203000002432220031600000284282

DEERE 002741

THE PAUL AND BRENDA GUNTER REVOCABLE TRUST AGREEMENT

This Revocable Trust Agreement made this 20th day of March 2019 between Paul D. Gunter and Brenda Gunter, hereinafter referred to as the Settlor and Paul D. Gunter and Brenda Gunter hereinafter referred to as the Trustee.

ARTICLE I

The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto.

ARTICLE II

The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor all the net income from this Trust.

(2) During the lifetime of the Settlor the Trustee may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Settlor, taking into consideration the extent the Trustee deems advisable, any other income or resources of the Settlor known to the Trustee.

(3) The Settlor may at any time during his lifetime and from time to time, withdraw all or part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by him to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Settlor, free of trust, the property described in such agreement.

ARTICLE III

The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE IV

After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or his estate, reasonable expenses of administration of his estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's executor or administrator, from any beneficiary of insurance upon the Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the Settlor's estate for Federal estate Tax purposes and any interest so paid shall be charged generally against the income thereof, provided, however, any such payments of the state, inheritance, succession, death or similar taxes shall be charged against the principal and any interest so paid shall be charged against the income thereof. The Trustee may make such payments directly or may pay over the amounts thereof to the executor or administrator of the Settlor's estate. Written statements by the executor or administrator of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. The Trustee shall pay over to the executor of the Settlor's estate all obligations of the United States Government held hereunder which may be redeemed at par in payment of federal estate taxes.

ARTICLE V

Any Trustee may resign this trusteeship during the Settlor's lifetime by giving the Settlor Thirty (30) day notice in writing delivered to the Settlor in person or mailed to the Settlor's last known address, the resignation to become effective as hereinafter provided. Upon receipt of such notice Richard Bartl shall be the Trustee. If he is unavailable to serve then, Settlor or his attorney-in-fact shall appoint a successor Trustee is unwilling or unable to serve, then Settlor or his attorney-in-fact, shall appoint a successor Trustee which may be a bank or trust company qualified to do business in the state of the Settlor's domicile. Upon the appointment of and acceptance by the successor Trustee, the original Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the trust property and make a full and proper accounting to the Settlor, whereupon its resignation shall become effective. The substitute or successor Trustee upon acceptance of this trust and the trust property shall succeed to and possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named.

ARTICLE VI

The Settlor during the Settlor's lifetime may name a substitute or successor Trustee which may be **PAUL ROCKFORD GUNTER OR PAULA GUNTER** or a bank or trust company qualified to do business in the State of the Settlor's domicile by delivery to the Trustee herein a notice naming the successor or substitute Trustee and indicating an intent to replace the Trustee named herein. Upon receipt of such notice the Trustee named herein shall pay over, deliver, assign, transfer or convey to such substitute or successor Trustee (which accepts the appointment as trustee), the trust property and make a full and proper accounting to the Settlor, whereupon the Trustee named herein shall be discharged and have no further responsibility under this Trust Agreement. Upon the failure of the Trustee to make such

conveyance the Settlor may apply to the court having jurisdiction of this trust and such court may compel the conveyance by the Trustee. The substitute or successor Trustee upon acceptance of this trust and the trust property shall succeed to and possess all the rights, powers and duties, authority and responsibility conferred upon the Trust originally named herein.

After the death of the second Settlor, **PAUL ROCKFORD GUNTER** shall be named as the Successor Trustee, or if he is unable or unwilling to serve, the Settlor's beneficiaries may name a substitute or successor Trustee which may be **PAULA GUNTER** or a bank or a trust company qualified to do business in the Settlor's domicile by delivering to the Trustee herein a notice naming the successor or substitute Trustee and indicating an intent to replace the Trustee named herein. Upon the receipt of such notice the Trustee named herein shall pay over, deliver, assign, transfer or convey to such substitute or successor Trustee (which accepts the appointment as trustee), the trust property and make a full and proper accounting to the Settlor's beneficiary under this Trust Agreement, whereupon the Trustee named herein shall be discharged and have no further responsibility under this Trust Agreement. The substitute or successor Trustee upon acceptance of this trust and trust property shall succeed to and possess all rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE VII

Upon the death of the Settlor, the Trust Estate together with the proceeds of any policies of insurance received by the Trustee under this Trust and any other property added to this trust under the terms of the Settlor's Last Will and Testament shall be held and administered as follows:

To **PAUL ROCKFORD GUNTER**, Settlor gives and devises, free and clear of this Trust, Lexington County Tax Map #: 010400-04-010. Should be predcease both Settlers, then such shall go to **MATTHEW CODY GUNTER**;

To **PAUL ROCKFORD GUNTER**, per stirpes, Settlor gives and devises, free and clear of this Trust, Lexington County Tax Map #: 010400-03-009; and

To **COLTON BEDENBAUGH**, 16 acres, being Lexington County Tax Map#: 010400-03-049;

All remaining property, both real and personal shall be divided equally among my children, per stirpes.

ARTICLE VIII

Whenever the word "Trustee" or any modifying or substituted pronoun therefore is used in this Trust, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named hereon and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally herein named.

ARTICLE IX

For its services as Trustee, the Trustee shall receive reasonable compensation for the services rendered.

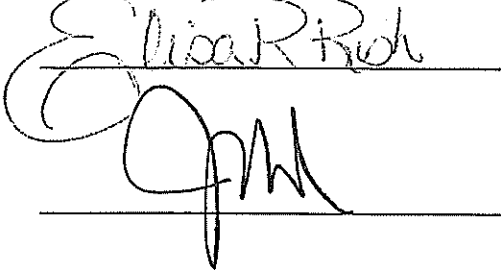
ARTICLE X

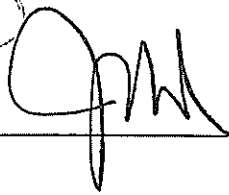
The Trustee is authorized in its absolute discretion with respect to any property, real or personal, at any time held under any provision of this Trust and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust:

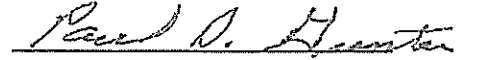
- (1) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or non-productivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.
- (2) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured and unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.
- (3) To sell or dispose of or grant options to purchase any property, real or personal, constituting part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it deems best, and no other person dealing with it shall be bound to see to the application of any monies paid. EXCEPT THAT THIS SHALL ONLY APPLY WHILE SETTLOR IS THE TRUSTEE.
- (4) To hold any securities or other property in its own name as Trustee, in its own name, in the name of the nominee (with or without disclosure of fiduciary relationship) or in bearer form.
- (5) To enter for any purpose into a lease as lessor or lessee for a term within or extending beyond the term of the trust.
- (6) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.
- (7) To collect, receive, and receipt for rents, issues profits and income of the Trust Estate.

- (8) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.
- (9) To compromise, adjust arbitrate, sue and or defend, abandon, or otherwise deal with and settle claims in favor or against the Trust Estate as the Trustee shall deem best.
- (10) To employ and compensate agents, accountants, investment advisors, brokers, attorneys-in-fact, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate.
- (11) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest and account for the several shares or parts thereof by appropriate.
- (12) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to executors, donors, insurance companies and other parties adding property to the Trust Estate.

IN WITNESS WHEREOF, the Settlor has set his/her hand and affixed his/her seal and the trustee in acceptance of this Trust has caused these presents to be executed and attested by his/her as trustee.





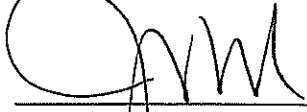

PAUL D. GUNTER (Settlor/Trustee)


BRENDA GUNTER (Settlor/Trustee)

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

I, **JACQUELINE F. BUSBEE**, a notary public within and for the state aforesaid do hereby certify that the foregoing instrument of writing was this date produced to me in said State and County by, * Paul D Gunter Settlor and Trustee, party hereto and was executed and acknowledged by said Settlor and as Trustee to be her free act and voluntary deed.

WITNESS MY SIGNATURE this 26th day of March 2019.



Notary Public for South Carolina
Commission expires: 11/28/28

* Brenda Gunter

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EXHIBIT

37

Form **1120-S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ Go to www.irs.gov/Form1120S for instructions and the latest information.

2019

For calendar year 2019 or tax year beginning

, 2019, ending

, 20

A S election effective date 01-01-1988	TYPE OR PRINT	Name NORTH EDISTO LOGGING INC Number, street, and room or suite no. If a P.O. box, see instructions. 916 NORTH EDISTO ROAD City or town, state or province, country, and ZIP or foreign postal code LEESVILLE SC 29070	D Employer identification number E Date incorporated 01-01-1984 F Total assets (see instructions) \$ 2,778,657
C Check if Sch. M-3 attached ☐			
G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed			
H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation			
I Enter the number of shareholders who were shareholders during any part of the tax year 2			
J Check if corporation: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes			

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Gross receipts or sales	1a	6,158,094	
	b Returns and allowances	1b		
	c Balance. Subtract line 1b from line 1a			1c 6,158,094
	2 Cost of goods sold (attach Form 1125-A)			2 2,590,515
	3 Gross profit. Subtract line 2 from line 1c			3 3,567,579
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)			4 435,787
Deductions (see instructions for limitations)	5 Other income (loss) (see instructions - attach statement)		Statement #1	5 6,000
	6 Total income (loss). Add lines 3 through 5			6 4,009,366
	7 Compensation of officers (see instructions - attach Form 1125-E)			7
	8 Salaries and wages (less employment credits)			8 998,710
	9 Repairs and maintenance			9 337,706
	10 Bad debts			10
	11 Rents			11
	12 Taxes and licenses		Wks Tax/Lic	12 121,485
	13 Interest (see instructions)			13 160,918
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			14 973,720
	15 Depletion (Do not deduct oil and gas depletion.)			15
	16 Advertising			16 4,973
	17 Pension, profit-sharing, etc., plans			17
	18 Employee benefit programs			18
	19 Other deductions (attach statement)		Statement #2	19 2,448,796
20 Total deductions. Add lines 7 through 19			20 5,046,306	
21 Ordinary business income (loss). Subtract line 20 from line 6			21 (1,036,942)	
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a		
	b Tax from Schedule D (Form 1120-S)	22b		
	c Add lines 22a and 22b (see instructions for additional taxes)			22c
	23 a 2019 estimated tax payments and 2018 overpayment credited to 2019	23a		
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
	d Reserved for future use	23d		
	e Add lines 23a through 23d			23e
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached			24
	25 Amount owed. If line 23e is smaller than the total of lines 22c and 24, enter amount owed			25
	26 Overpayment. If line 23e is larger than the total of lines 22c and 24, enter amount overpaid			26
27 Enter amount from line 26: Credited to 2020 estimated tax		Refunded	27	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below?
See instructions. ☐ Yes ☒ No

PAUL R GUNTER

Signature of officer

Date

PRESIDENT

Title

Paid

Preparer

Use Only

Print/Type preparer's name

Henry B Summer

Preparer's signature

Date

10-12-2020

Check ☐ if PTIN

self-employed

Firm's name ▶ **Henry B Summer and Co**

Firm's EIN ▶

Firm's address ▶ **1508 Lindsay St**

Phone no

000501

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Schedule B Other Information (see instructions)

1 Check accounting method: a ☐ Cash b ☒ Accrual
c ☐ Other (specify) ▶ _____

2 See the instructions and enter the:
a Business activity ▶ **LOGGING** b Product or service ▶ **TIMBER**

3 At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation

4 At the end of the tax year, did the corporation:
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5 a At the end of the tax year, did the corporation have any outstanding shares of restricted stock?

If "Yes," complete lines (i) and (ii) below.
(i) Total shares of restricted stock ▶ _____
(ii) Total shares of non-restricted stock ▶ _____

b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments?

If "Yes," complete lines (i) and (ii) below.
(i) Total shares of stock outstanding at the end of the tax year ▶ _____
(ii) Total shares of stock outstanding if all instruments were executed ▶ _____

6 Has this corporation filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?

7 Check this box if the corporation issued publicly offered debt instruments with original issue discount ☐
If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.

8 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years. See instructions ▶ \$ _____

9 Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions

10 Does the corporation satisfy one or more of the following? See instructions

- a The corporation owns a pass-through entity with current , or prior year carryover, excess business interest expense.
- b The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$26 million and the corporation has business interest expense.
- c The corporation is a tax shelter and the corporation has business interest expense.
If "Yes," complete and attach Form 8990.

11 Does the corporation satisfy both of the following conditions?

- a The corporation's total receipts (see instructions) for the tax year were less than \$250,000.
 - b The corporation's total assets at the end of the tax year were less than \$250,000.
- If "Yes," the corporation is not required to complete Schedules L and M-1.

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Form 1120S (2019) **NORTH EDISTO LOGGING INC**

Page 3

Schedule B Other Information (see instructions) (continued)		Yes	No
12	During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?		X
	If "Yes," enter the amount of principal reduction ▶ \$		
13	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		X
14 a	Did the corporation make any payments in 2019 that would require it to file Form(s) 1099?	X	
b	If "Yes," did the corporation file or will it file required Form(s) 1099?	X	
15	Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund?		X
	If "Yes," enter the amount from Form 8996, line 14 ▶ \$		

Schedule K Shareholders' Pro Rata Share Items		Total amount
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)	1 (1,036,942)
	2 Net rental real estate income (loss) (attach Form 8825)	2
	3a Other gross rental income (loss) 3a	
	b Expenses from other rental activities (attach statement) 3b	
	c Other net rental income (loss). Subtract line 3b from line 3a 3c	
	4 Interest income 4	26
	5 Dividends: a Ordinary dividends 5a	
	b Qualified dividends 5b	
	6 Royalties 6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120-S)) 7	
8a Net long-term capital gain (loss) (attach Schedule D (Form 1120-S)) 8a	(115,000)	
b Collectibles (28%) gain (loss) 8b		
c Unrecaptured section 1250 gain (attach statement) 8c		
9 Net section 1231 gain (loss) (attach Form 4797) 9		
10 Other income (loss) (see instructions) Type ▶ 10		
Deductions	11 Section 179 deduction (attach Form 4562) 11	
	12a Charitable contributions Statement - #9 12a 26,900	
	b Investment interest expense 12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶ 12c(2)	
d Other deductions (see instructions) Type ▶ 12d		
Credits	13a Low-income housing credit (section 42(j)(5)) 13a	
	b Low-income housing credit (other) 13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable) 13c	
	d Other rental real estate credits (see instructions) Type ▶ 13d	
	e Other rental credits (see instructions) Type ▶ 13e	
	f Biofuel producer credit (attach Form 6478) 13f	
	g Other credits (see instructions) Type ▶ 13g	
Foreign Transactions	14a Name of country or U.S. possession ▶ 14a	
	b Gross income from all sources 14b	
	c Gross income sourced at shareholder level 14c	
	Foreign gross income sourced at corporate level	
	d Reserved for future use 14d	
	e Foreign branch category 14e	
	f Passive category 14f	
	g General category 14g	
	h Other (attach statement) 14h	
	Deductions allocated and apportioned at shareholder level	
	i Interest expense 14i	
	j Other 14j	
	Deductions allocated and apportioned at corporate level to foreign source income	
	k Reserved for future use 14k	
	l Foreign branch category 14l	
	m Passive category 14m	
	n General category 14n	
o Other (attach statement) 14o		
Other information		
p Total foreign taxes (check one): ☐ Paid ☐ Accrued ▶ 14p		
q Reduction in taxes available for credit (attach statement) 14q		
r Other foreign tax information (attach statement)		

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Schedule K Shareholders' Pro Rata Share Items (continued)		Total amount
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a 2,892
	b Adjusted gain or loss	15b
	c Depletion (other than oil and gas)	15c
	d Oil, gas, and geothermal properties - gross income	15d
	e Oil, gas, and geothermal properties - deductions	15e
	f Other AMT items (attach statement)	15f
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a
	b Other tax-exempt income	16b
	c Nondeductible expenses Statement #16c	16c 3,336
	d Distributions (attach statement if required) (see instructions)	16d
	e Repayment of loans from shareholders	16e
Other Information	17a Investment income	17a 26
	b Investment expenses	17b
	c Dividend distributions paid from accumulated earnings and profits	17c
	d Other items and amounts (attach statement)	
Reconciliation	18 Income (loss) reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14p	18 (1,178,816)

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		236,349		65,088
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	()		()	
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)	Statement #19	23,069	Statement #19	14,559
7	Loans to shareholders		692,885		505,085
8	Mortgage and real estate loans				
9	Other investments (attach statement)	Statement #20	150,000	Statement #20	150,000
10a	Buildings and other depreciable assets	14,553,044		13,683,567	
b	Less accumulated depreciation	(12,570,157)	1,982,887	(11,946,642)	1,736,925
11a	Depletable assets				
b	Less accumulated depletion	()		()	
12	Land (net of any amortization)		482,004		307,000
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	()		()	
14	Other assets (attach statement)				
15	Total assets		3,567,194		2,778,657
Liabilities and Shareholders' Equity					
16	Accounts payable		125,034		69,534
17	Mortgages, notes, bonds payable in less than 1 year		595,063		595,063
18	Other current liabilities (attach statement)	Statement #22	19,029	Statement #22	1,745
19	Loans from shareholders		0		791,909
20	Mortgages, notes, bonds payable in 1 year or more		2,943,211		3,063,458
21	Other liabilities (attach statement)	Statement #23	140,028	Statement #23	140,028
22	Capital stock		1,000		0
23	Additional paid-in capital		445,757		1,000
24	Retained earnings		(701,928)		(1,884,080)
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock		()		()
27	Total liabilities and shareholders' equity		3,567,194		2,778,657

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1 Net income (loss) per books	(1,207,513)	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize).		a Tax-exempt interest \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14p (itemize):		6 Deductions included on Schedule K, lines 1 through 12 and 14p, not charged against book income this year (itemize):	
a Depreciation \$ 1,000		a Depreciation \$	
b Travel and entertainment \$ 3,336			
Statement #26 24,361			
	28,697	7 Add lines 5 and 6	
4 Add lines 1 through 3	(1,178,816)	8 Income (loss) (Schedule K, line 18). Subtract line 7 from line 4	(1,178,816)

Schedule M-2 Analysis of Accumulated Adjustments Account, Shareholders' Undistributed Taxable Income Previously Taxed, Accumulated Earnings and Profits, and Other Adjustments Account
(see instructions)

	(a) Accumulated adjustments account	(b) Shareholders' undistributed taxable income previously taxed	(c) Accumulated earnings and profits	(d) Other adjustments account
1 Balance at beginning of tax year	(701,928)			
2 Ordinary income from page 1, line 21				
3 Other additions Statement #29	26			
4 Loss from page 1, line 21	(1,036,942)			
5 Other reductions Statement #30	(145,236)			()
6 Combine lines 1 through 5	(1,884,080)			
7 Distributions				
8 Balance at end of tax year. Subtract line 7 from line 6	(1,884,080)			

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Form **1125-A**

Cost of Goods Sold

(Rev. November 2018)
Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1120, 1120-C, 1120-E, 1120S, or 1065.
▶ Go to www.irs.gov/Form1125A for the latest information.

OMB No. 1545-0123

Name

Employer identification number

NORTH EDISTO LOGGING INC

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	2,590,515
6	Total. Add lines 1 through 5	6	2,590,515
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return. See instructions	8	2,590,515

9a Check all methods used for valuing closing inventory:

(i) ☐ Cost

(ii) ☐ Lower of cost or market

(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity? See instructions ☐ Yes ☐ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☐ No

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**SCHEDULE D
(Form 1120-S)**

Capital Gains and Losses and Built-In Gains

OMB No. 1545-0123

▶ Attach to Form 1120-S.

2019

Department of the Treasury
Internal Revenue Service

▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.
▶ Go to www.irs.gov/Form1120S for instructions and the latest information.

Name

Employer identification number

NORTH EDISTO LOGGING INC

Did the corporation dispose of any investment(s) in a qualified opportunity fund during the tax year? ☐ Yes ☒ No
If "Yes," attach Form 8949 and see its instructions for additional requirements for reporting your gain or loss.

Part I Short-Term Capital Gains and Losses - Generally Assets Held One Year or Less (see instructions)

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off the cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				
4 Short-term capital gain from installment sales from Form 6252, line 26 or 37				4
5 Short-term capital gain or (loss) from like-kind exchanges from Form 8824				5
6 Tax on short-term capital gain included on line 23 below				6 ()
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). Enter here and on Form 1120-S, Schedule K, line 7 or 10				7

Part II Long-Term Capital Gains and Losses - Generally Assets Held More Than One Year (see instructions)

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off the cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked	60,000	175,000	0	(115,000)
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				
11 Long-term capital gain from installment sales from Form 6252, line 26 or 37				11
12 Long-term capital gain or (loss) from like-kind exchanges from Form 8824				12
13 Capital gain distributions (see instructions)				13
14 Tax on long-term capital gain included on line 23 below				14 ()
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Enter here and on Form 1120-S, Schedule K, line 8a or 10				15 (115,000)

For Paperwork Reduction Act Notice, see the Instructions for Form 1120-S.

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Schedule D (Form 1120-S) 2019 NORTH EDISTO LOGGING INC

Page 2

Part III Built-in Gains Tax (See instructions before completing this part.)

16	Excess of recognized built-in gains over recognized built-in losses (attach computation statement)	16	
17	Taxable income (attach computation statement)	17	
18	Net recognized built-in gain. Enter the smallest of line 16, line 17, or line 8 of Schedule B	18	
19	Section 1374(b)(2) deduction	19	
20	Subtract line 19 from line 18. If zero or less, enter -0- here and on line 23	20	
21	Enter 21% of line 20	21	
22	Section 1374(b)(3) business credit and minimum tax credit carryforwards from C corporation years	22	
23	Tax. Subtract line 22 from line 21 (if zero or less, enter -0-). Enter here and on Form 1120-S, page 1, line 22b	23	

EEA

Schedule D (Form 1120-S) 2019

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**Schedule K-1
(Form 1120-S)**

Department of the Treasury
Internal Revenue Service

2019

For calendar year 2019, or tax year

beginning 2019 ending _____

**Shareholder's Share of Income, Deductions,
Credits, etc.**

▶ See page 2 of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number

██████████

B Corporation's name, address, city, state, and ZIP code

NORTH EDISTO LOGGING INC

916 NORTH EDISTO ROAD

LEESVILLE SC 29070

C IRS Center where corporation filed return

E-FILE

Part II Information About the Shareholder

D Shareholder's identifying number

██████████

E Shareholder's name, address, city, state, and ZIP code

PAUL D GUNTER

916 NORTH EDISTO ROAD
LEESVILLE SC 29070

F Shareholder's percentage of stock
ownership for tax year

..... 25.00000 %

For IRS Use Only

☒ Final K-1

☐ Amended K-1

671115
OMB No. 1545-0123

**Part III Shareholder's Share of Current Year Income,
Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	13	Credits
	(259,236)		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income	7	
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
	(28,750)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
		A	723
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions	C*	STMT
A	6,725		
		17	Other information
		A	7
		V*	STMT
18	More than one activity for at-risk purposes*		
19	More than one activity for passive activity purposes*		

* See attached statement for additional information.

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Schedule K-1 Supplemental Information

2019

Shareholder's name

PAUL D GUNTER

Shareholder's ID Number

Name of S Corporation

NORTH EDISTO LOGGING INC

S Corporation's EIN

FORM 1120S SCHEDULE K-1 - LINE 16

CODE	DESCRIPTION	AMOUNT
C	OTHER NONDEDUCTIBLE EXPENSES	834
	MEALS	834
	TOTAL	834

Schedule K-1, Line 17, Code V

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2019

NORTH EDISTO LOGGING INC

Tax ID Number

Name(s) as shown on K1

14X10 NUMBER

[illegible]

1 Q815-LD

000511

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Shareholder's Adjusted Basis Worksheet

2019

Keep for your records.

Shareholder Number:	TIN:	Tax year ending: 12-31-2019	Ownership %: 25.000000
Shareholder Name: PAUL D GUNTER			
Corporation Name: NORTH EDISTO LOGGING INC			EN

Stock basis

1	Stock basis, beginning of year (Not less than zero)		1		
2	Additional Capital Contributions of Stock Purchased		2	791,909	
3	Increases for income and gain items:				
a	Ordinary Income (Sch K-1, Line 1)	a			
b	Real Estate Rental Income (Sch K-1, Line 2)	b			
c	Other Rental Income (Sch K-1, Line 3c)	c			
d	Interest, Dividends & Royalties (Sch K-1, Lines 4, 5 & 6)	d	7		
e	Capital Gain (Sch K-1, Lines 7 & 8a)	e			
f	Other Portfolio Income (Sch K-1, Line 10a)	f			
g	Section 1231 Gain (Sch K-1, Line 9)	g			
h	Other Income (Sch K-1, Line 10)	h			
	Total Income and Gain Items (Total lines 3a-3h)	3a-h	7		
i	Increase for Non-Taxable Income (Sch K-1, Lines 15a & b)	3i			
j	Increase for Excess Depletion Adjustment	3j			
k	Increase from Recapture of Business Credits (See IRC § 49(a), 50(a), 50(c)(2) & 1371(d))	3k			
l	Gain from 179 asset disposition	3l			
4	Stock Basis Before Distributions (Add lines 1 through 3)		4	791,916	
5	Reduction for Non-Taxable Distributions (Sch K-1, Line 16a)		5		
6	Stock Basis Before Non-Ded. Expense & Depletion (Cannot be negative)		6	791,916	
7a	Decrease for Non-Deductible Expense/Credit Adj (Sch K-1, Line 16c & 13)	a	834		
b	Decrease for Depletion (Sch K-1, Line 17i)	b			
8	Stock Basis Before Allowable Losses & Deductions (Cannot be negative)		7	834	
			8	791,082	
9	Decreases for Loss and Deduction items:				
a	Ordinary Loss (Page 2, Col e, Line 9a)	a	740,857		
b	Real Estate Rental Loss (Page 2, Col e, Line 9b)	b			
c	Other Rental Loss (Page 2, Col e, Line 9c)	c			
d	Capital Loss (Page 2, Col e, Line 9d)	d	28,750		
e	Other Portfolio Loss (Page 2, Col e, Line 9e)	e			
f	Section 1231 Loss (Page 2, Col e, Line 9f)	f			
g	Other Loss (Page 2, Col e, Line 9g)	g			
h	Charitable Contributions (Page 2, Col e, Line 9h)	h	9,284		
i	Section 179 Expense (Page 2, Col e, Line 9i)	i			
j	Portfolio Income Expenses (Page 2, Col e, Line 9j)	j			
k	Other Deductions (Page 2, Col e, Line 9k)	k			
l	Interest Expense on Investment Debt (Page 2, Col e, Line 9l)	l			
m	Total Foreign Taxes Paid/Accrued (Page 2, Col e, Line 9m)	m			
n	Section 59(e) Expenditures (Page 2, Col e, Line 9n)	n			
	Total Loss and Deduction Items (Total Lines 9a-9n)	9a-n	778,891		
o	Other decreases (Page 2, Col e, Line 9o)	9o			
p	Loss from 179 asset disposition (Page 2, Col e, Line 9p)	9p			
	Total Decrease for Loss and Deductions Items and Business Credits		9	778,891	
10	Less: net increase applied to debt basis		10		
11	Stock Basis at End of Year (Cannot be negative)		11	12,191	

Debt Basis

12	Debt basis at beginning of year (not less than zero)	12	
13	New loans to corporation during year	13	
14	Restoration of Debt Basis (Line 10)	14	
15	Less: Loans repaid by corporation during the year	15	
16	Less: Applied against excess loss and deductions / non-deductible items	16	
17	Debt basis at the end of tax year (combine lines 12-16) (not less than zero)	17	
18	Shareholder's total basis at end of tax year (combine lines 11 and 17)	18	12,191

Carryover

19	Total Beginning of year	487,395	Total Disallowed Losses		Debt Basis Applied Against Excess Losses and Deductions
20	Add: Losses and deductions this year	295,545			
21	Less: Applied this year	778,891			

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Allocation of Losses and Deductions

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2019

Keep for your records.

Shareholder Number:	TIN:	Year Ended:	Ownership %:			
		12-31-2019	25.000000			
Shareholder Name:						
PAUL D GUNTER						
Corporation Name:						
NORTH EDISTO LOGGING INC						
EIN:						
	(a) Beginning of Year Losses and Deductions	(b) Current Year Losses and Deductions	(c) Total Losses and Deductions	(d) %	(e) Allocable Losses and Deductions in Current Year	(f) Disallowed Losses and Deductions (Carryover to Next Year)
Ordinary losses from trade or business	481,621	259,236	740,857	95.116900	740,857	
Net losses from rental real estate activities						
Net losses from other rental activities						
Net short-term capital losses		28,750	28,750	3.691100	28,750	
Net long-term capital losses						
Other portfolio losses						
Net losses under Section 1231						
Other losses						
Charitable contributions	2,559	6,725	9,284	1.192000	9,284	
Section 179 expense deduction						
Portfolio income expenses						
Other deductions						
Interest expense on investment debts						
Foreign taxes paid or accrued						
Section 56(e) expenditures						
Other decreases						
Loss from 179 asset	484,180	294,711	778,891		778,891	
Total deductible losses and deductions						
Non deductible expenses & credit adj	3,215	834	4,049	100.000000	834	3,215
Oil and gas depletion						
Total non deductible losses and deductions	3,215	834	4,049		834	3,215
Totals	487,395	295,545	782,940		779,725	3,215

SAS-102

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**Schedule K-1
(Form 1120-S)**

Department of the Treasury
Internal Revenue Service

2019

For calendar year 2019, or tax year

beginning 2019 ending _____

**Shareholder's Share of Income, Deductions,
Credits, etc.**

▶ See page 2 of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number

B Corporation's name, address, city, state, and ZIP code

NORTH EDISTO LOGGING INC

916 NORTH EDISTO ROAD

LEESVILLE SC 29070

C IRS Center where corporation filed return

E-FILE

Part II Information About the Shareholder

D Shareholder's identifying number

E Shareholder's name, address, city, state, and ZIP code

PAUL R GUNTER

916 NOIRTH EDISTO ROAD

LEESVILLE SC 29070

F Shareholder's percentage of stock
ownership for tax year

..... **75.00000 %**

For IRS Use Only

☐ Final K-1

☐ Amended K-1

671119
OMB No. 1545-0023

**Part III Shareholder's Share of Current Year Income,
Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	13	Credits
	(777,706)		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
	19		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
	(86,250)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
		A	2,169
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions	C*	STMT
A	20,175		
		17	Other information
		A	19
		V*	STMT
18	More than one activity for at-risk purposes*		
19	More than one activity for passive activity purposes*		

* See attached statement for additional information

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Schedule K-1 Supplemental Information		2019
Shareholder's name PAUL R GUNTER		Shareholder's ID Number [REDACTED]
Name of S Corporation NORTH EDISTO LOGGING INC		S Corporation's EIN [REDACTED]
FORM 1120S SCHEDULE K-1 - LINE 16		
CODE	DESCRIPTION	AMOUNT
C	OTHER NONDEDUCTIBLE EXPENSES	2,502
	MEALS	2,502
	TOTAL	2,502

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STATEMENT A - QBI Pass-through Entity Reporting

Information Reported in Accordance with Section 199A-6
Schedule K-1, Line 17, Code V

2019

Name(s) as shown on return NORTH EDISTO LOGGING INC		Tax ID Number [REDACTED]	
Name(s) as shown on K1 PAUL R GUNTER		Tax ID Number [REDACTED]	
Description of Trade or Business NORTH EDISTO LOGGING INC		Taxpayer Identification Number [REDACTED]	PTP
Line No.			Aggregated
1			No
CONFIDENTIAL			
LINE NUMBER	NO. 1	NO.	NO.
Ordinary Business Income (Loss)	(777,706)		
Rental Income (Loss)			
Royalty Income (Loss)			
Section 1231 Gain (Loss)			
Other Income (Loss)			
Section 179			
Charitable Contributions	20,175		
Other Deductions			
N-2 Wages	749,032		
Unadjusted Basis Immediately After Acquisition	7,613,118		
Section 199A Dividends			

Shareholder's Adjusted Basis Worksheet

2019

Shareholder Number:	TIN:	Keep for your records	Tax year ending: 12-31-2019	Ownership %: 75.000000
Shareholder Name: PAUL R GUNTER				
Corporation Name: NORTH EDISTO LOGGING INC			EIN: [REDACTED]	

Stock basis

1	Stock basis, beginning of year (Not less than zero)		1		
2	Additional Capital Contributions of Stock Purchased		2	595,000	
3	Increases for income and gain items:				
a	Ordinary Income (Sch K-1, Line 1)	a			
b	Real Estate Rental Income (Sch K-1, Line 2)	b			
c	Other Rental Income (Sch K-1, Line 3c)	c			
d	Interest, Dividends & Royalties (Sch K-1, Lines 4, 5 & 6)	d	19		
e	Capital Gain (Sch K-1, Lines 7 & 8a)	e			
f	Other Portfolio Income (Sch K-1, Line 10a)	f			
g	Section 1231 Gain (Sch K-1, Line 9)	g			
h	Other Income (Sch K-1, Line 10)	h			
	Total Income and Gain Items (Total lines 3a-3h)	3a-h	19		
i	Increase for Non-Taxable Income (Sch K-1, Lines 16a & b)	3i			
j	Increase for Excess Depletion Adjustment	3j			
k	Increase from Recapture of Business Credits (See IRC § 49(a), 50(a), 50(c)(2) & 1371(d))	3k			
l	Gain from 179 asset disposition	3l			
4	Stock Basis Before Distributions (Add lines 1 through 3)		4	595,019	
5	Reduction for Non-Taxable Distributions (Sch K-1, Line 16d)		5		
6	Stock Basis Before Non-Ded. Expense & Depletion (Cannot be negative)		6	595,019	
7a	Decrease for Non-Deductible Expense/Credit Adj (Sch K-1, Line 16c & 13)	a	2,502		
b	Decrease for Depletion (Sch K-1, Line 17f)	b			
8	Stock Basis Before Allowable Losses & Deductions (Cannot be negative)		7	2,502	
9	Decreases for Loss and Deduction Items				
a	Ordinary Loss (Page 2, Col e, Line 9a)	a	521,195		
b	Real Estate Rental Loss (Page 2, Col e, Line 9b)	b			
c	Other Rental Loss (Page 2, Col e, Line 9c)	c			
d	Capital Loss (Page 2, Col e, Line 9d)	d	57,802		
e	Other Portfolio Loss (Page 2, Col e, Line 9e)	e			
f	Section 1231 Loss (Page 2, Col e, Line 9f)	f			
g	Other Loss (Page 2, Col e, Line 9g)	g			
h	Charitable Contributions (Page 2, Col e, Line 9h)	h	13,521		
i	Section 179 Expense (Page 2, Col e, Line 9i)	i			
j	Portfolio Income Expenses (Page 2, Col e, Line 9j)	j			
k	Other Deductions (Page 2, Col e, Line 9k)	k			
l	Interest Expense on Investment Debt (Page 2, Col e, Line 9l)	l			
m	Total Foreign Taxes Paid/Accrued (Page 2, Col e, Line 9m)	m			
n	Section 59(e) Expenditures (Page 2, Col e, Line 9n)	n			
	Total Loss and Deduction Items (Total Lines 9a-9n)	9a-n	592,518		
o	Other decreases (Page 2, Col e, Line 9o)	9o			
p	Loss from 179 asset disposition (Page 2, Col e, Line 9p)	9p			
	Total Decrease for Loss and Deductions Items and Business Credits				
10	Less: net increase applied to debt basis		9	592,518	
11	Stock Basis at End of Year (Cannot be negative)		10		
			11		

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Debt Basis

12	Debt basis at beginning of year (not less than zero)	12	
13	New loans to corporation during year	13	
14	Restoration of Debt Basis (Line 10)	14	
15	Less: Loans repaid by corporation during the year	15	
16	Less: Applied against excess loss and deductions / non-deductible items	16	
17	Debt basis at the end of tax year (combine lines 12-16) (not less than zero)	17	
18	Shareholder's total basis at end of tax year (combine lines 11 and 17)	18	

Carryover

19	Total Beginning of year		
20	Add: Losses and deductions this year	886,633	
21	Less: Applied this year	506,000	

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Allocation of Losses and Deductions

2019

Shareholder Number:		Year Ended:		Ownership %:		
TIN:		12-31-2019		75.000000		
Shareholder Name: PAUL R GUNTER						
Corporation Name: NORTH EDISTO LOGGING INC						
EIN: [REDACTED]						
CONFIDENTIAL						
	(a) Beginning of Year Losses and Deductions	(b) Current Year Losses and Deductions	(c) Total Losses and Deductions	(d) %	(e) Allocable Losses and Deductions in Current Year	(f) Disallowed Losses and Deductions (Carryover to Next Year)
Ordinary losses from trade or business (Sch K, Line 1)		777,706	777,706	87.962800	521,195	256,511
Net losses from rental real estate activities (Sch K, Line 2)						
Net losses from other rental activities (Sch K, Line 3c)						
Net short-term capital losses (Sch K, Lines 7 & 8a)		86,250	86,250	9.755300	57,802	28,448
Net long-term capital losses (Sch K, Line 10a)						
Other portfolio losses (Sch K, Line 9)						
Net losses under Section 1231 (Sch K, Line 10e)						
Other losses (Sch K, Line 12a n)		20,175	20,175	2.281900	13,521	6,654
Charitable contributions (Sch K, Line 11)						
Section 179 expense deduction (Sch K, Line 12i)						
Portfolio income expenses (Sch K, Line 12j)						
Other deductions (Sch K, Line 12k)						
Interest expense on investment debts (Sch K, Line 14i & m)						
Foreign taxes paid or accrued (Sch K, Line 12j)						
Section 52(e) expenditures (Sch K, Line 12j)						
Other decreases						
Loss from 179 asset		884,131	884,131		592,518	291,613
Total deductible losses and deductions		2,502	2,502	100.000000	2,502	
Nonrefundable expenses & credit adj (Sch K, Line 16c & 13)						
Oil and gas depletion (Sch K, Line 17i)		2,502	2,502		2,502	
Total nonrefundable losses and deductions		886,633	886,633		595,020	291,613
Totals						

K_SBAS-LD2

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Compensation of Officers

▶ Attach to Form 1120, 1120-C, 1120-F, 1120-REIT, 1120-RIC, or 1120S.

▶ Information about Form 1125-E and its separate instructions is at www.irs.gov/form1125e.

OMB No. 1545-0123

Employer identification number

NORTH EDISTO LOGGING INC

Note: Complete Form 1125-E only if total receipts are \$500,000 or more. See instructions for definition of total receipts.

[illegible]

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2	Total compensation of officers	2	
3	Compensation of officers claimed on Form 1125-A or elsewhere on return	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1120, page 1, line 12 or the appropriate line of your tax return	4	

For Paperwork Reduction Act Notice, see separate instructions.

Form 1125-E (Rev. 10-2016)

EEA

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Form 4562

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on returnDepreciation and Amortization
(Including Information on Listed Property)▶ Attach to your tax return.
▶ Go to www.irs.gov/Form4562 for instructions and the latest information

OMB No. 1545-0172

2019

Attachment
Sequence No. 179

NORTH EDISTO LOGGING INC

FORM 1120S

Identifying number

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2018 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2020. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	0
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	880,003

Part III MACRS Depreciation (Don't include listed property. See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2019	17	20,841
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B - Assets Placed in Service During 2019 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property	#567					
b 5-year property Statement						68,941
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C - Assets Placed in Service During 2019 Tax Year Using the Alternative Depreciation System

(a) Class life	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	3,935
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	973,720
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Rollover Reduction Act Notice, see separate instructions

Form 4562 (2019)

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Form 4562 (2019) NORTH EDISTO LOGGING INC

Page 2

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No **24b** If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
--	----------------------------------	--	----------------------------	--	---------------------------	------------------------------	----------------------------------	------------------------------------

25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use. See instructions **25**

26 Property used more than 50% in a qualified business use:

2018	RAM 3500	03-01-2019	100.0%	39,348	39,348	5	S/L-HY	3,935
			%					
			%					

27 Property used 50% or less in a qualified business use:

		%			S/L-		
		%			S/L-		
		%			S/L-		

28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 **28** 3,935

29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 **29**

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1	(b) Vehicle 2	(c) Vehicle 3	(d) Vehicle 4	(e) Vehicle 5	(f) Vehicle 6
30 Total business/investment miles driven during the year (don't include commuting miles)						
31 Total commuting miles driven during the year						
32 Total other personal (noncommuting) miles driven						
33 Total miles driven during the year. Add lines 30 through 32						
34 Was the vehicle available for personal use during off-duty hours?	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
35 Was the vehicle used primarily by a more than 5% owner or related person?						
36 Is another vehicle available for personal use?						

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons. See instructions.

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? See instructions		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
-----------------------------	------------------------------------	---------------------------	---------------------	--	-----------------------------------

42 Amortization of costs that begins during your 2019 tax year (see instructions).

--	--	--	--	--	--

43 Amortization of costs that began before your 2019 tax year **43**

44 Total. Add amounts in column (f). See the instructions for where to report **44**

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Form **4797**

Sales of Business Property
(Also Involuntary Conversions and Recapture Amounts
Under Sections 179 and 280F(b)(2))

OMB No. 1545-0184

2019

Department of the Treasury
Internal Revenue Service

► Attach to your tax return.
► Go to www.irs.gov/Form4797 for instructions and the latest information.

Attachment
Sequence No. **27**

Name(s) shown on return

Identifying number

NORTH EDISTO LOGGING INC

1 Enter the gross proceeds from sales or exchanges reported to you for 2019 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20. See instructions

1

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft - Most Property Held More Than 1 Year (see instructions)

2	(a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
3	Gain, if any, from Form 4684, line 39						3
4	Section 1231 gain from installment sales from Form 6252, line 26 or 37						4
5	Section 1231 gain or (loss) from like-kind exchanges from Form 8824						5
6	Gain, if any, from line 32, from other than casualty or theft						6
7	Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows						7
Partnerships and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.							
Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you didn't have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.							
8	Nonrecaptured net section 1231 losses from prior years. See instructions						8
9	Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return. See instructions						9

Part II Ordinary Gains and Losses (see instructions)

10	Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):						
11	Loss, if any, from line 7						11 ()
12	Gain, if any, from line 7 or amount from line 8, if applicable						12
13	Gain, if any, from line 31						13 435,787
14	Net gain or (loss) from Form 4684, lines 31 and 38a						14
15	Ordinary gain from installment sales from Form 6252, line 25 or 36						15
16	Ordinary gain or (loss) from like-kind exchanges from Form 8824						16
17	Combine lines 10 through 16						17 435,787
18	For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below.						
a	If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the loss from income-producing property on Schedule A (Form 1040 or Form 1040-SR), line 16. (Do not include any loss on property used as an employee.) Identify as from "Form 4797, line 18a." See instructions						18a
b	Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Schedule 1 (Form 1040 or Form 1040-SR), Part I, line 4						18b

For Paperwork Reduction Act Notice, see separate instructions.

Form 4797 (2019)

EEA

000522

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Form 4797 (2019) NORTH EDISTO LOGGING INC

Page 2

Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255
(see instructions)

19 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:		(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)
A Statement #605			
B			
C			
D			

These columns relate to the properties on lines 19A through 19D. ▶		Property A	Property B	Property C	Property D
20	Gross sales price (Note: See line 1 before completing.)	20 435,787			
21	Cost or other basis plus expense of sale	21 1,598,235			
22	Depreciation (or depletion) allowed or allowable	22 1,598,235			
23	Adjusted basis. Subtract line 22 from line 21	23 0			
24	Total gain. Subtract line 23 from line 20	24 435,787			
25 If section 1245 property:					
a	Depreciation allowed or allowable from line 22	25a			
b	Enter the smaller of line 24 or 25a	25b 435,787			
26 If section 1250 property: If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a	Additional depreciation after 1975. See instructions	26a			
b	Applicable percentage multiplied by the smaller of line 24 or line 26a. See instructions	26b			
c	Subtract line 26a from line 24. If residential rental property or line 24 isn't more than line 26a, skip lines 26d and 26e	26c			
d	Additional depreciation after 1969 and before 1976	26d			
e	Enter the smaller of line 26c or 26d	26e			
f	Section 291 amount (corporations only)	26f			
g	Add lines 26b, 26e, and 26f	26g			
27 If section 1252 property: Skip this section if you didn't dispose of farmland or if this form is being completed for a partnership.					
a	Soil, water, and land clearing expenses	27a			
b	Line 27a multiplied by applicable percentage. See instructions	27b			
c	Enter the smaller of line 24 or 27b	27c			
28 If section 1254 property:					
a	Intangible drilling and development costs, expenditures for development of mines and other natural deposits, mining exploration costs, and depletion. See instructions	28a			
b	Enter the smaller of line 24 or 28a	28b			
29 If section 1255 property:					
a	Applicable percentage of payments excluded from income under section 126. See instructions	29a			
b	Enter the smaller of line 24 or 29a. See instructions	29b			

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30	Total gains for all properties. Add property columns A through D, line 24	30 435,787
31	Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13	31 435,787
32	Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 33. Enter the portion from other than casualty or theft on Form 4797, line 6	32 0

Part IV Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less
(see instructions)

	(a) Section 179	(b) Section 280F(b)(2)
33 Section 179 expense deduction or depreciation allowable in prior years	33	
34 Recomputed depreciation. See instructions	34	
35 Recapture amount. Subtract line 34 from line 33. See the instructions for where to report	35	

Form 4797 (2019)

000523

Social security number or taxpayer identification number

*** 2009年7月**

Part II Long-Term. Transactions involving capital assets you held more than 1 year are generally long-term (see instructions). For short-term transactions, see page 1.

You must check Box D, E, or F below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- ☒ (D) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see Note above)
- ☐ (E) Long-term transactions reported on Form(s) 1099-B showing basis wasn't reported to the IRS
- ☐ (F) Long-term transactions not reported to you on Form 1099-B

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Note: If you checked Box D above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (a) to correct the basis. See *Column (a)* in the separate instructions for how to figure the amount of the adjustment.

Special Depreciation Elections

2019 PG01

Name(s) as shown on return

NORTH EDISTO LOGGING INC

Tax ID Number

THE TAXPAYER MAKES THE FOLLOWING ELECTIONS RELATED TO
BONUS DEPRECIATION FOR THE 2019 TAX YEAR.

I ELECT OUT OF ALL BONUS DEPRECIATION FOR ALL CLASSES OF PROPERTY.

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Federal Supporting Statements

2019 PG01

Name(s) as shown on return

NORTH EDISTO LOGGING INC

Tax ID Number

FORM 1120S - LINE 5 - OTHER INCOME

Statement #1

DESCRIPTIONAMOUNT

SALE OF OLD EQUIPMENT

6,000

TOTAL

6,000

FORM 1120S - LINE 19 - OTHER DEDUCTIONS

PG01

Statement #2

DESCRIPTIONAMOUNT

BANK CHARGES

15,176

DUES AND SUBSCRIPTIONS

680

EDUCATION AND TRAINING

772

INSURANCE

560,046

JANITORIAL

650

LEGAL AND PROFESSIONAL

25,640

50% MEALS

3,336

MISCELLANEOUS

4,375

OFFICE EXPENSE

6,719

OUTSIDE SERVICES/SUB CONTRACTORS

30,231

POSTAGE/SHIPPING

2,000

SUPPLIES

17,675

TELEPHONE

26,232

TOOLS

10,514

UNIFORMS

14,773

UTILITIES

13,513

WASTE REMOVAL

1,430

CASUAL LABOR

7,833

EMPLOYEE DRUG SCREENING

454

LOAN EXPENSES

10,000

BONUSES

1,200

TRAVEL AND RELOCATION

36,578

YARD MAINTENANCE

765

COMMISSIONS

110,277

GENERAL

12,927

PEST CONTROL

125

CONTRACT LABOR

481,772

FUEL GAS OIL

989,003

TIRES

64,100

TOTAL

2,448,796

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Federal Supporting Statements

2019 PG01

Name(s) as shown on return

NORTH EDISTO LOGGING INC

Tax ID Number

SCHEDULE K - LINE 12a - Contributions

Statement #9

DESCRIPTION	AMOUNT
CASH CONTRIBUTIONS (60%)	26,900
TOTAL	26,900

SCHEDULE K - LINE 16C - NONDEDUCTIBLE EXPENSESPG01
Statement #16c

DESCRIPTION	AMOUNT
MEALS	3,336
TOTAL	3,336

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SCHEDULE L - LINE 6 - OTHER CURRENT ASSETSPG01
Statement #19

DESCRIPTION	BEG OF YEAR	END OF YEAR
EMPLOYEE REC GEO BRE	4,500	
REC FROM EMPLOYEE	18,569	14,559
TOTAL	23,069	14,559

SCHEDULE L - LINE 9 - OTHER INVESTMENTSPG01
Statement #20

DESCRIPTION	BEG OF YEAR	END OF YEAR
NOTE REC CURRENT YR	150,000	150,000
TOTAL	150,000	150,000

Federal Supporting Statements

2019 PG01

Name(s) as shown on return

Tax ID Number

NORTH EDISTO LOGGING INC

SCHEDULE L - LINE 18 - OTHER CURRENT LIABILITIES

Statement #22

<u>DESCRIPTION</u>	<u>BEG OF YEAR</u>	<u>END OF YEAR</u>
FED UNEMPLOYMENT	920	
FED WITHHOLDING	12,112	1,689
STATE INCOME WH	5,269	
STATE UNEMPLOYMENT	728	56
TOTAL	19,029	1,745

SCHEDULE L - LINE 21 - OTHER LIABILITIESPG01
Statement #23

<u>DESCRIPTION</u>	<u>BEG OF YEAR</u>	<u>END OF YEAR</u>
NOTE PAY ROCKY GUNTE	140,028	140,028
TOTAL	140,028	140,028

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SCHEDULE M-1 - LINE 3B - EXPENSE RECORDED ON BOOKSPG01
Statement #26

<u>DESCRIPTION</u>	<u>AMOUNT</u>
PENALTIES	24,361
TOTAL	24,361

Federal Supporting Statements

2019 PG01

Name(s) as shown on return

Tax ID Number

NORTH EDISTO LOGGING INC

SCHEDULE M-2 - LINE 3 OTHER ADJUSTMENTS

Statement #29

DESCRIPTION	AMOUNT
INTEREST INCOME	26
TOTAL	26

SCHEDULE M-2 - LINE 5 - OTHER REDUCTIONSPG01
Statement #30

DESCRIPTION	AMOUNT
NET LONG-TERM CAPITAL LOSS	115,000
CONTRIBUTIONS	26,900
NONDEDUCTIBLE EXPENSES	3,336
TOTAL	145,236

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FORM1125A - LINE 5 - OTHER COSTPG01
Statement #5

DESCRIPTION	AMOUNT
EQUIPMENT LEASING	509,003
HAULING	532,388
STUMPAGE	1,549,124
TOTAL	2,590,515

Federal Supporting Statements

2019 PG01

Name(s) as shown on return

Tax ID Number

NORTH EDISTO LOGGING INC

FORM 4562 - LINE 19B

Statement #567

<u>BASIS</u>	<u>RP</u>	<u>CV</u>	<u>METHOD</u>	<u>DEDUCTION</u>
59,100	5	HY	SL	5,910
9,409	5	HY	SL	941
26,500	5	HY	SL	2,650
130,000	5	HY	SL	13,000
145,000	5	HY	SL	14,500
250,000	5	HY	SL	25,000
67,900	5	HY	SL	6,790
1,500	5	HY	SL	150
TOTAL				68,941

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Federal Supporting Statements

2019 PG01

Tax ID Number

Name(s) as shown on return

NORTH EDISTO LOGGING INC

FORM 4797 - PART 3

Statement #605

DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET	LINE 20	LINE 21	LINE 22	LINE 24	LINE 25A	LINE 25B
CAT 324D EXCAVATOR	06-08-2009	11-07-2019	140,000	281,880	281,880	140,000					281,880	140,000
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
JE 850J DOZER	09-15-2009	07-01-2019	60,000	134,566	134,566	60,000					134,566	60,000
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
6300 TIGERCAT SKID	08-20-2010	10-07-2019	27,197	190,750	190,750	27,197					190,750	27,197
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
234 TIGERCAT LOADE	12-12-2010	08-19-2019	20,787	178,255	178,255	20,787					178,255	20,787
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
553 CAT FILLER BUN	05-05-2011	10-07-2019	20,199	141,670	141,670	20,199					141,670	20,199
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
JD 4723D LOADFER	07-28-2011	10-07-2019	19,248	135,000	135,000	19,248					135,000	19,248
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
525 C CAT SKIDDER	08-30-2011	10-07-2019	29,841	209,300	209,300	29,841					209,300	29,841
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
2011 DODGE RAM 350	10-11-2011	09-12-2019	30,000	43,314	43,314	30,000					43,314	30,000
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
559 CAT LOADER	12-30-2011	07-01-2019	60,000	83,500	83,500	60,000					83,500	60,000
DESCRIPTION	ACQUIRED	SOLD	SALE PRICE	COST/BASIS	DEPR.	NET					LINE 25A	LINE 25B
2005 CAT 545 SKIDD	05-17-2006	10-07-2019	28,515	200,000	200,000	28,515					200,000	28,515
TOTAL			435,787	1,598,235	1,598,235	435,787						

FORM 4797, LINE 31 = 435,787

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Schedule M-1 or Schedule M-3 Book-to-tax Adjustment

(Keep for your records)

2019

Tax ID Number

NORTH EDISTO LOGGING INC

Depreciation

Book Depreciation

1. End of year book depreciation (Schedule L, line 10b, column c) 11,946,642
2. Beginning of year book depreciation (Schedule L, line 10b, column a) 12,570,157
3. Book depreciation (subtract line 2 from line 1) (623,515)

Tax Depreciation

4. Form 4562, line 22 (current year depreciation) 973,720
5. Section 179 expense deduction (Form 4562, line 12)
6. Cost of Goods Sold, depreciation (screen A, line 5, depreciation override field)
7. Form 8825, line 14 (rental real estate depreciation)
8. Rent form, line 15 (rental activity depreciation)
9. Subtotal of tax depreciation (combine lines 4 through 8) 973,720
10. Depreciation allowed or allowable (Form 4797, line 2, column e; line 10, column e; line 22) 1,598,235
11. WK_179 total depreciation plus 179 expense deduction
12. Depreciation from assets sold (combine lines 10 and 11) 1,598,235
13. Tax depreciation (subtract line 12 from line 9) (624,515)

14. Difference between book and tax depreciation

(subtract line 13 from line 3) 1,000

If line 14 is positive then flow amount to:

- Schedule M-1, line 3a (Additions to income)
- Schedule M-3, Part III, line 24 as a negative amount and Form 8916-A, line 2l, as a negative amount for assets selected on the 4562 detail screen for COGS.

If line 14 is negative then flow amount to:

- Schedule M-1, line 6a (Subtractions to income)
- Schedule M-3, Part III, line 24 as a positive amount and Form 8916-A, line 2l, as a positive amount for assets selected on the 4562 detail screen for COGS.

Amortization

Book Amortization

1. End of year book amortization (Schedule L, line 13b, column c)
2. Beginning of year book amortization (Schedule L, line 13b, column a)
3. Book amortization (subtract line 2 from line 1)

Tax Amortization

4. Form 4562, line 44 (current year amortization)
5. Cost of Goods Sold, amortization (Form 1125-A, line 5)
6. Form 8825, line 15 (rental real estate amortization)
7. Rent form, line 16b (rental activity amortization)
8. Subtotal of tax amortization (combine lines 4 through 7)
9. Amortization allowed or allowable (Form 4797, line 2, column e; line 10, column e; line 22)
10. Tax amortization (subtract line 9 from line 8)
11. Difference between book and tax amortization (subtract line 10 from line 3)

If line 11 is positive then flow amount to:

- Schedule M-1, line 3b (Additions to income)
- Schedule M-3, Part III, line 2l as a negative amount and Form 8916-A, line 2j, as a negative amount for assets selected on the 4562 detail screen for COGS.

If line 11 is negative then flow amount to:

- Schedule M-1, line 6a (Subtractions to income)
- Schedule M-3, Part III, line 2l as a positive amount and Form 8916-A, line 2j, as a positive amount for assets selected on the 4562 detail screen for COGS.

All adjustments should be reviewed for accuracy. To override the calculations for Schedule M1, go to the M1 screen and enter the amount on the appropriate lines. To override the calculation for the Schedule M3, go to the M3 screen and enter the amounts on the appropriate lines and columns.

CMS-10

Group Sale Summary Report

2019

PG01

Tax ID Number

Name(s) as shown on return

NORTH EDISTO LOGGING INC

Group Sale Information:

DESCRIPTION: GROUP SALE 01

DATE SOLD: 10-07-2019

TYPE OF SALE: STANDARD

SALE PRICE: 125,000

EXPENSE OF SALE:

DESCRIPTION	ACQUIRED	PROP TYPE	SALE PRICE	COST/BASIS	EXPENSE	DEPR.	GAIN/LOSS	RECAPTURE	NET
6300 TIGERCAT SKID	08-20-2010	1245	27,197	190,750	0	190,750	27,197	27,197	0
553 CAT FELLER BUN	05-05-2011	1245	20,199	141,670	0	141,670	20,199	20,199	0
JD 4723D LOADER	07-28-2011	1245	19,248	135,000	0	135,000	19,248	19,248	0
525 C CAT SKIDDER	08-30-2011	1245	29,841	209,300	0	209,300	29,841	29,841	0
2005 CAT 545 SKIDD	05-17-2006	1245	28,515	200,000	0	200,000	28,515	28,515	0
TOTAL			125,000	876,720	0	876,720	125,000	125,000	0

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Qualified Business Income Information

Summary of Statement A - QBI PTE Reporting
(Keep for your records)

2019

Tax ID Number

Name(s) as shown on return NORTH EDISTO LOGGING INC						Tax ID Number [REDACTED]	
Line No.	Description of Trade or Business	Taxpayer Identification Number	PTP	Aggregated	SSTB		
1	NORTH EDISTO LOGGING INC	[REDACTED]			No		
LINE NUMBER	NO. 1	NO.	NO.	NO.	NO.		
Ordinary Business Income (Loss)	(1,036,942)						
Rental Income (Loss)							
Royalty Income (Loss)							
Section 1231 Gain (Loss)							
Other Income (Loss)							
Section 179							
Charitable Contributions	26,900						
Other Deductions							
W-2 Wages	998,710						
Unadjusted Basis Immediately After Acquisition	10,150,824						
Section 199A Dividends							

Q71-1807MM

000534

Depreciation-Detail-Listing

FORM 1120S

For your records only

Social security number EIN

NORTH EDISTO LOGGING INC

* Item is included in UBA

for Section 199A calculations.

See "UBIA" in lower right corner.

Name(s) as shown on return

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
1	BARN	09061995	17,945		100.00			17,945	20	SL	0	17,945		17,945	
2	SHOP IMPROVEMENTS	01012007	61,766		100.00			61,766	39	SL	2.564	18,812	1,584	20,396	1.58
3	2002 THUNDERBIRD	05082002	31,407		100.00			31,407	5		0	31,407		31,407	
4	2004 INTL SVC TRK	03162007	24,600		100.00			24,600	5		0	24,600		24,600	
5	2004 INT TRUCK	06042007	44,300		100.00			44,300	5		0	44,300		44,300	
6	GRAVELY TRACTOR	06282007	5,700		100.00			5,700	5		0	5,700		5,700	
7	LOWEON TRAILER	11172007	34,500		100.00			34,500	5		0	34,500		34,500	
8	2007 DODGE RAM TRUCK	11202007	24,815		100.00			24,815	5		0	24,815		24,815	
9	1999 JEEP	12312007	8,000		100.00			8,000	5		0	8,000		8,000	
10	2007 PRENTICE 2470 BU	08222007	143,990		100.00			143,990	5		0	143,990		143,990	
11	2007 PRENTICE 2670 BU	08222007	164,390		100.00			164,390	5		0	164,390		164,390	
12	2006 FORD F150	01012007	29,820		100.00			29,820	5		0	29,820		29,820	
13	2006 INTL TRUCK	09242007	29,016		100.00			29,016	5		0	29,016		29,016	
14	95 FIAT ALFA DOZER	01302008	6,000		100.00			6,000	5		0	6,000		6,000	
15	VE848H SKIDDER	04292008	226,816		100.00			226,816	5		0	226,816		226,816	
16	2000 INT TRUCK	05162008	36,660		100.00			36,660	5		0	36,660		36,660	
17	34 PITTS TRAILER	06242007	2,200		100.00			2,200	5		0	2,200		2,200	
18	2007 ESCALADE	07242008	29,000		100.00			29,000	5		0	28,999		28,999	
19	07 INFINITY	07252008	23,775		100.00			23,775	5		0	23,775		23,775	
20	030 DODGE 1500 TRK	08192008	14,000		100.00			14,000	5		0	14,000		14,000	
21	05 INT TRUCK	08232008	21,703		100.00			21,703	5		0	21,703		21,703	
22	2000 INT TRUCK	08252008	5,775		100.00			5,775	5		0	5,775		5,775	
23	2670 HYDROX	09302008	161,958		100.00			161,958	5		0	161,958		161,958	
24	2384 PRENTICE LDR	09302008	161,958		100.00			161,958	5		0	161,958		161,958	
25	05 FRANKLIN SKIDDER	10162008	35,030		100.00			35,030	5		0	35,030		35,030	
26	310 E FORENTICE LDR	10222008	16,000		100.00			16,000	5		0	16,000		16,000	
27	05 EVANS TRAILER	10222008	9,900		100.00			9,900	5		0	9,900		9,900	
28	05 FORD F650 TRK	10222008	34,300		100.00			34,300	5		0	34,300		34,300	
29	2000 FORD F350 TRK	10222008	3,938		100.00			3,938	5		0	3,938		3,938	
30	04 FORD F250 TRK	10222008	4,463		100.00			4,463	5		0	4,463		4,463	

CONFIDENTIAL

2019

PAGE 2

Depreciation Detail Listing

FORM 1120S

For your records only

* Item is included in UBIA
for Section 199A calculations.
See "UBIA" in lower right corner.

Name(s) as shown on return

NORTH EDISTO LOGGING INC

Social security number/EIN

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
31	LOWBOY TRAILER	10242008	16,365		100.00			16,365	5		0	16,365		16,365	
32	CAT HYDROAX	11102008	168,500		100.00			168,500	5		0	168,500		168,500	
33	FUEL TANK	11262008	750		100.00			750	5		0	750		750	
34	PRESSURE WASHER	12112008	3,500		100.00			3,500	5		0	3,500		3,500	
35	04 DODGE 1500 TRK	12312008	10,000		100.00			10,000	5		0	10,000		10,000	
36	BITTS LOWBOY TRK	06082009	49,853		100.00			49,853	5		0	49,853		49,853	
37	37 INT TRK	06092009	8,026		100.00			8,026	5		0	8,026		8,026	
38	37 FORD RANGER	07152009	1,500		100.00			1,500	5		0	1,500		1,500	
39	CSI DL4400	07162009	16,000		100.00			16,000	5		0	16,000		16,000	
40	2 LOWPRO TRAILERS	07202009	35,896		100.00			35,896	5		0	35,896		35,896	
41	043 FORD F450	11112009	10,500		100.00			10,500	5		0	10,500		10,500	
42	LOG TRAILER	12282009	2,000		100.00			2,000	5		0	2,000		2,000	
43	08 JD 753J BUNCHER	06302009	302,686		100.00			302,686	5		0	302,686		302,686	
46	CAT 559 LOG LOADER	12312009	160,300		100.00			160,300	5		0	160,300		160,300	
47	34 INT TRK	01072010	7,500		100.00			7,500	5		0	7,500		7,500	
48	OFFICE FURNITURE	01082010	220		100.00			220	5		0	220		220	
49	FORD FUEL TRUCK	02102010	8,300		100.00			8,300	5		0	8,300		8,300	
50	MOBILE HOME EMPL	02222010	10,300		100.00			10,300	15	150 DB HY	5.9	6,118	608	6,726	608
51	ATV	02262010	6,000		100.00			6,000	5		0	6,000		6,000	
52	FUEL STATION EQUIPMENT	03242010	5,000		100.00			5,000	5		0	5,000		5,000	
53	2004 INT TRUCK	03242010	24,775		100.00			24,775	5		0	24,775		24,775	
54	05 INT TRK	03242010	25,300		100.00			25,300	5		0	25,300		25,300	
55	07 FREIGHTLINER	04302010	30,515		100.00			30,515	5		0	30,515		30,515	
56	06 BARKO LOADER	05062010	95,400		100.00			95,400	5		0	95,400		95,400	
57	2010 DOGE RAM	06302010	52,000		100.00			52,000	5		0	52,000		52,000	
58	2004 JD EXCAVATOR	03012010	60,516		100.00			60,516	5		0	60,516		60,516	
59	JD 648 H SKIDDER	06102010	216,297		100.00			216,297	5		0	216,297		216,297	
60	HYDROX FELLER BUNCHER	06012010	205,300		100.00			205,300	5		0	205,300		205,300	
62	2010 CHEVY SVC TRK	09222010	33,077		100.00			33,077	5		0	33,077		33,077	
63	2010 CHEVY SVC TRUCK	09222010	33,377		100.00			33,377	5		0	33,377		33,377	

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Depreciation-Detail-Listing

2019

FORM 1120S

PAGE 3

For your records only

* Item is included in UBI/A

for Section 199A calculations.

See "UBI/A" in lower right corner.

Name(s) as shown on return

Social security number EIN

NORTH EDISTO LOGGING INC

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
64	PRESSURE WASHER	09/24/2010	5,000*		100.00			5,000	5		0	5,000		5,000	
65	KUBOTA MOWER	10/01/2010	8,950*		100.00			8,950	5		0	8,950		8,950	
66	KUBOTA RTV 500	10/01/2010	8,450*		100.00			8,450	5		0	8,450		8,450	
67	2003 INT TRUCK	10/22/2010	33,300*		100.00			33,300	5		0	33,300		33,300	
68	2005 DODGE TRUCK	11/09/2010	5,000*		100.00			5,000	5		0	5,000		5,000	
69	BUCK SAW WELDER	11/18/2010	11,024*		100.00			11,024	5		0	11,024		11,024	
71	PITTS LOG TRAILER	12/16/2010	20,003*		100.00			20,003	5		0	20,003		20,003	
72	PITTS LOG TRAILER	12/16/2010	19,695*		100.00			19,695	5		0	19,695		19,695	
73	2 PITTS LOG TRAILERS	12/31/2010	35,760*		100.00			35,760	5		0	35,760		35,760	
74	POLARIS RANGER	01/01/2011	8,114*		100.00			8,114	5		0	8,114		8,114	
76	6205 TIGERCAT SKIDDER	07/05/2011	213,958*		100.00			213,958	5		0	213,958		213,958	
78	CSI PTD 264 DELINER	07/28/2011	45,000*		100.00			45,000	5		0	45,000		45,000	
79	KOD 148 L TRAILER	07/28/2011	20,516*		100.00			20,516	5		0	20,516		20,516	
81	USED JEEP	09/11/2011	4,800*		100.00			4,800	5		0	4,800		4,800	
82	USED CHIP VANS	09/12/2011	47,840*		100.00			47,840	5		0	47,840		47,840	
84	2004 MACK TRUCK	11/08/2011	35,800*		100.00			35,800	5		0	35,800		35,800	
85	7 TON DECKOVER TRAILER	11/28/2011	4,815*		100.00			4,815	5		0	4,815		4,815	
87	2011 MORBARK CHIPPER	12/31/2011	351,000*		100.00			351,000	5		0	351,000		351,000	
88	2005 FREIGHTLINER	01/01/2005	91,450		100.00			91,450	5		0	91,450		91,450	
89	2005 FORD F350	01/01/2005	27,405		100.00			27,405	5		0	27,405		27,405	
90	2006 FREIGHTLINER	01/01/2005	95,150		100.00			95,150	5		0	95,150		95,150	
91	LOWBOY TRAILER	01/01/2005	9,300		100.00			9,300	5		0	9,300		9,300	
92	2005 WESTERN STAR	01/01/2005	99,600		100.00			99,600	5		0	99,600		99,600	
93	2000 INT TRUCK	01/01/2005	38,800		100.00			38,800	5		0	38,800		38,800	
94	570 DISC HARROW	01/01/2005	5,800		100.00			5,800	5		0	5,800		5,800	
95	2006 INT TRUCK	01/01/2005	96,919		100.00			96,919	5		0	96,919		96,919	
96	84 PRENTICE LDR	01/01/2005	160,000		100.00			160,000	5		0	160,000		160,000	
97	2006 EVANS TRL	01/01/2005	20,200		100.00			20,200	5		0	20,200		20,200	
98	1995 EVANS TRL	01/01/2005	9,000		100.00			9,000	5		0	9,000		9,000	
99	1996 EVANS TRL	01/01/2005	9,625		100.00			9,625	5		0	9,625		9,625	

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Depreciation Detail Listing

FORM 11208

For your records only

* Item is included in UBI/A

for Section 199A calculations.

See "UBIA" in lower right corner.

Name(s) as shown on return

NORTH EDISTO LOGGING INC

Social security number/EIN

NORTH EDISTO LOGGING INC															
No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
1001997	FORD F150	01012005	5,478		100.00			5,478	5		0	5,478		5,478	
101437	KNUCKLEBOOM LDR	01012005	164,102		100.00			164,102	5		0	164,102		164,102	
1021005	KUBOTA TRACTOR	01012005	39,058		100.00			39,058	5		0	39,058		39,058	
1032005	FORD F350	01012006	16,833		100.00			16,833	5		0	16,833		16,833	
1042000	FORD SVC TRK	10102001	19,547		100.00			19,547	5		0	19,547		19,547	
1052007	DODGE R/M TRUCK	12222006	36,047		100.00			36,047	5		0	36,047		36,047	
1062006	DODGE R/M 1500	03292006	26,060		100.00			26,060	5		0	26,060		26,060	
1082007	CHEVY SUBURBAN	06092006	49,566		100.00			49,566	5		0	49,566		49,566	
1091988	JEEP PU	08302006	2,129		100.00			2,129	5		0	2,129		2,129	
1102000	INT TRUCK	09012006	25,800		100.00			25,800	5		0	25,800		25,800	
11119914	WHITE TRLS TWO	09192006	14,240		100.00			14,240	5		0	14,240		14,240	
1122002	INT TRUCK	10312006	39,300		100.00			39,300	5		0	39,300		39,300	
1132005	INT TRUCK	11032006	71,017		100.00			71,017	5		0	71,017		71,017	
1147D	473 C NUCKLE GBOON	11292006	170,000		100.00			170,000	5		0	170,000		170,000	
1151995	BIG JOHN TRL	12302006	6,750		100.00			6,750	5		0	6,750		6,750	
1161994	FORD F 150	12302006	4,000		100.00			4,000	5		0	4,000		4,000	
1171999	JEEP	01222007	6,000		100.00			6,000	5		0	6,000		6,000	
1181990	ATV	02132007	11,034		100.00			11,034	5		0	11,034		11,034	
1192004	EVANS TRAILER	02232007	7,000		100.00			7,000	5		0	7,000		7,000	
1201000	DIAMOND BACK TRAILER	12112012	22,500		100.00			22,500	5		0	22,500		22,500	
1212002	INTL TRUCK	10292012	20,000		100.00			20,000	5		0	20,000		20,000	
1221002	JOHN MODEL LOG TR	07012012	12,000		100.00			12,000	5		0	12,000		12,000	
1232003	CHEVY 2500	12212012	12,000		100.00			12,000	5		0	12,000		12,000	
1241999	JEEP	02132012	6,024		100.00			6,024	5		0	6,024		6,024	
1252013	PETERBILT	05022012	135,575		100.00			135,575	5		0	135,575		135,575	
1262013	PETERBILT	05212012	135,575		100.00			135,575	5		0	135,575		135,575	
1272008	MACLENDON PLANT	09112012	15,900		100.00			15,900	5		0	15,900		15,900	
1282011	PEERLESS INWOODS	03232012	30,395		100.00			30,395	5		0	30,395		30,395	
1292011	PEERLESS INWOODS	03232012	213,500		100.00			213,500	5		0	213,500		213,500	
1302011	PEERLESS INWOODS	03232012	213,500		100.00			213,500	5		0	213,500		213,500	

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Depreciation Detail Listing

FORM 1120S

For your records only

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Name(s) as shown on return

Social security number(s)

NORTH EDISTO LOGGING INC

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
131537	C CATERPILLAR WHE01112012		244,000*		100.00			244,000	5		0	122,000		122,000	
132011	TIGERCAT 720 S R02212012		204,231*		100.00			204,231	5		0	102,115		102,115	
1332011	MOOREBARK 40/35 P07012012		351,000*		100.00			351,000	5		0	175,500		175,500	
134563	CATERPILLAR WHEE08012012		230,000*		100.00			230,000	5		0	230,000		230,000	
135345	C CATERPILLAR SN 01232013		274,281*		100.00			274,281	5		0	137,140		137,140	
136941	LOGGING ANDRE01302013		22,500*		100.00			22,500	5		0	11,250		11,250	
137563	C CATERPILLAR WHE01022013		230,300*		100.00			230,300	5		0	115,150		115,150	
138349	WELDING DELIN01102014		5,300*		100.00			5,300	5	SL	HY	4,770	530	5,300	53
13970	753 TELLER BUNCHE01312014		315,966*		100.00			315,966	5	SL	HY	284,369	31,597	315,966	31,59
140247	559C KAS00289 LON02282014		218,000*		100.00			218,000	5	SL	HY	196,200	21,800	218,000	21,80
141007	TRACTOR 50083 06042014		24,550*		100.00			24,550	5	SL	HY	22,095	2,455	24,550	2,45
14270	753J FELER BUNCHE07102014		311,895*		100.00			311,895	5	SL	HY	280,706	31,189	311,895	31,18
143215	LOGGER EXCAVATOR08302014		285,532*		100.00			285,532	5	SL	HY	256,977	28,555	285,532	28,55
1448	MARCHMAN PRESSURE W09152014		6,000*		100.00			6,000	5	SL	HY	5,400	600	6,000	60
14570	BUCKLEBOOM LOG LOADE09302014		211,532*		100.00			211,532	5	SL	HY	190,377	21,155	211,532	21,15
1462015	MOBARK SM478-11604302015		415,000*		100.00			415,000	5	SL	HY	290,500	83,000	373,500	83,00
1473	CHIP VANS 05292015		125,377*		100.00			125,377	5	SL	HY	87,763	25,075	112,838	25,07
1482014	BARKO 295 ML MAG07302015		173,000*		100.00			173,000	5	SL	HY	121,100	34,600	155,700	34,60
1492015	JD853 M TRACK F09302015		459,613*		100.00			459,613	5	SL	HY	321,731	91,923	413,654	91,92
1502015	BARKO IONDER 11504172015		215,800*		100.00			215,800	5	SL	HY	151,060	43,160	194,220	43,16
1512014	DL4400 SLASHE SR05052005		17,700		100.00			17,700	5		0				
152735	TIMBERJACK SHOVEL09172015		55,000*		100.00			55,000	5	SL	HY	38,500	11,000	49,500	11,00
15370	TIGERCAT 724G7243297 02012016		265,850*		100.00			265,850	5	SL	MQ	155,079	53,170	208,249	53,17
15470	FORESTRY FIRST SHOVEL03142016		50,000*		100.00			50,000	5	SL	MQ	28,333	10,000	38,333	10,00
155247	55 D SKIDDER 05312016		283,900*		100.00			283,900	5	SL	MQ	146,682	56,780	203,462	56,78
156247	EDWARDS BRIDGE MATS 09262016		34,000*		100.00			34,000	5	SL	MQ	15,300	6,800	22,100	6,80
1572016	TIGERCAT SKIDDER10262016		10,649*		100.00			10,649	5	SL	MQ	4,615	2,130	6,745	2,13
158349	IONDER 1165921910312016		210,000*		100.00			210,000	5	SL	MQ	91,000	42,000	133,000	42,00
1592016	TIGERCAT 630EO 610312016		364,450*		100.00			364,450	5	SL	MQ	157,928	72,890	230,818	72,89
160247	HOG HILLS MACHIN11122016		4,665*		100.00			4,665	5	SL	MQ	2,022	933	2,955	93

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Depreciation Detail Listing

FORM 11208

For your records only

Social security number/EIN

NORTH EDISTO LOGGING INC

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for Section 199A calculations.

See "UBIA" in lower right corner.

Name(s) as shown on return

No.	Description	Date	Cost	Base Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
161	CASE CX210D EXCAVATOR	12/29/2017	88,500*		100.00			88,500*	5	200 DB HY	19.2	46,020	16,992	63,012	16.95
162	2017 TOYOTA 724G FELLER	03/09/2017	235,850*		100.00			235,850*	5	SL	HY 20	50,540	47,170	97,710	47.17
163	CASE CRAWLER DOZIER	01/01/2017	97,000*		100.00			97,000*	5	SL	HY 20	20,786	19,400	40,186	19.40
164	CASE CRAWLER DOZER	03/31/2017	13,800*		100.00			13,800*	5	SL	HY 20	4,140	2,760	6,900	2.76
165	JD 753 J06 CAT SK	04/30/2017	60,200*		100.00			60,200*	5	SL	HY 20	18,060	12,040	30,100	12.04
166	KUBOTA 6243	08/19/2017	27,882*		100.00			27,882*	5	SL	HY 20	8,364	5,576	13,940	5.57
167	CASE CRAWLER 2050M	08/19/2017	275,000*		100.00			275,000*	5	SL	HY 20	82,500	55,000	137,500	55.00
168	RAM 3500 CREW DODGE	05/07/2013	39,000*		100.00			39,000*						19,500	
169	DODGE RAM 30C	04/09/2013	28,876*		100.00			28,876*						14,438	
170	2013 DODGE RAM 2500	01/01/2014	56,271*		100.00			56,271*	5	200 DB HY	5.76	53,030	3,241	56,271	3.24
171	2015 CHEVY SILVERADO	05/01/2015	43,997*		100.00			43,997*	5	SL	HY 20	30,797	8,799	39,596	8.79
172	2015 DODGE RAM 3500	03/10/2015	43,967*		100.00			43,967*	5	SL	HY 20	30,776	8,793	39,569	8.79
173	2015 CHEVY SILVERADO	01/01/2015	48,522*		100.00			48,522*	5	SL	HY 20	33,964	9,704	43,668	9.70
174	2016 TOYOTA RAV4	04/25/2016	30,978*		100.00			30,978*	5	SL	MQ 20	11,310	6,196	17,506	6.19
175	2011 JEEP IJ4G	05/01/2016	3,000*		100.00			3,000*	5	SL	MQ 20	1,750	600	2,350	60
176	2011 JEEP IJ4G	05/01/2016	5,000*		100.00			5,000*	5	SL	MQ 20	2,917	1,000	3,917	1.00
177	2011 JEEP IJ4G	04/11/2016	1,700*		100.00			1,700*	5	SL	MQ 20	935	340	1,275	34
178	2016 RAM 3500	07/31/2016	51,800*		100.00			51,800*	5	SL	MQ 20	25,037	10,360	35,397	10.36
179	2017 FORD TRUCK	01/01/2017	72,050*		100.00			72,050*	5	SL	HY 20	21,615	14,410	36,025	14.41
180	2016 RENEGADE ZACCUR	05/21/2016	24,646*		100.00			24,646*	5	SL	MQ 20	13,144	4,929	18,073	4.92
181	KUBOTA SVL 75	02/02/2019	59,100*		100.00			59,100*	5	SL	HY 10		5,910	5,910	5.91
182	TEXA DEALER LEVEL	09/24/2019	9,409*		100.00			9,409*	5	SL	HY 10		941	941	94
183	2017 PITS CHIPPER	07/19/2019	26,500*		100.00			26,500*	5	SL	HY 10		2,650	2,650	2.65
184	2016 TIGERCAT FELLER	07/11/2019	130,000*		100.00			130,000*	5	SL	HY 10		13,000	13,000	13.00
185	USED 720 6 TIGERCAT	06/12/2019	145,000*		100.00			145,000*	5	SL	HY 10		14,500	14,500	14.50
186	2014 BRANDIT	02/01/2019	250,000*		100.00			250,000*	5	SL	HY 10		25,000	25,000	25.00
187	2017 PITS CHIP VAN	02/18/2019	67,900*		100.00			67,900*	5	SL	HY 10		6,790	6,790	6.79
188	PAX ON EQUIPMENT	03/22/2019	1,500*		100.00			1,500*	5	SL	HY 10		150	150	15
189	2018 RAM 3500	03/01/2019	39,348*		100.00			39,348*	5	SL	HY 10		3,935	3,935	3.93
	Assets Sold/Abandoned														

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2019

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Depreciation Detail-Listing

FORM 1120S

For your records only

Social security number: EN

* Item is included in UBI/A

for Section 199A calculations.

See "UBIA" in lower right corner.

Name(s) as shown on return

NORTH EDISTO LOGGING INC

No.	Description	Date	Cost	Units Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
44	CAT 324D EXCAVATOR	06082009	281,880		100.00			281,880	5		0	281,880		281,880	
45	JE 850J DOZER	09152009	134,566		100.00			134,566	5		0	134,566		134,566	
61	5300 TIGERCAT SKIDDER	08202010	190,750		100.00			190,750	5		0	190,750		190,750	
70	234 TIGERCAT LOADER	12122010	178,255		100.00			178,255	5		0	178,255		178,255	
75	553 CAT FELLER BUNCHER	05052011	141,670		100.00			141,670	5		0	141,670		141,670	
77	JD 4723D LOADER	07282011	135,000		100.00			135,000	5		0	135,000		135,000	
80	525 C CAT SKIDDER	08302011	209,300		100.00			209,300	5		0	209,300		209,300	
83	2011 DODGE RAM 3500	10112011	43,314		100.00			43,314	5		0	43,314		43,314	
86	559 CAT LOADER	12302011	83,500		100.00			83,500	5		0	83,500		83,500	
107	2005 CAT 545 SKIDDER	05172006	200,000		100.00			200,000	5		0	200,000		200,000	
CONFIDENTIAL															
Totals								15,281,804				11,464,579	973,720	12,438,299	970,82
Land Amount								CY 179 and CY Bonus							
Net Depreciable Cost								TOTAL CY Depr including 179/bonus							
								ST ADJ: 10,150,824							

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Depreciation Reconciliation for NORTH EDISTO LOGGING INC

	Cost	Basis	Current Depreciation	Accumulated Depreciation	Bonus Depreciation
Beginning of Year	14,553,047	14,553,047	900,844	12,365,423	
Placed in Service in Current Year	728,757	728,757	72,876	72,876	
Removed from Service in Current Year	1,598,235	1,598,235		1,598,235	
End of Year	13,683,569	13,683,569	973,720	10,840,064	

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dor.sc.gov

STATE OF SOUTH CAROLINA
'S' CORPORATION INCOME TAX RETURN
 Return is due on or before the 15th day of the 3rd month following the close of the taxable year.

SC 1120S
 (Rev. 7/16/19)
 3095

SC file #

Income Tax period ending 12-31-2019
 License Fee period ending 12-31-2020
 FEIN [REDACTED]
 Name NORTH EDISTO LOGGING INC
 Mailing address 916 NORTH EDISTO ROAD
 City LEESVILLE State SC ZIP 29070

Change of ☐ Address ☐ Accounting Period
☐ Officers

Attach complete copy of federal return
☐ Check if you filed a federal or state extension

Check if: ☐ Initial Return ☐ Amended Return
☐ Includes QSSSs and/or Disregarded LLCs (See Schedule L)

County or counties in SC where property is located:

Check if: ☐ Merged ☐ Reorganized ☐ Final

Audit location: Street address, city, state, and ZIP

916 N EDISTO RD
LEESVILLE

SC

Total gross receipts

Total cost of depreciable personal property in SC

Audit contact

Phone number

☐ 6,158,094 ☐ 13,683,567

Does the corporation have any shareholders who are nonresidents of South Carolina?

☐ Yes☒ NoPART I
COMPUTATION OF INCOME TAX LIABILITY

1. Total of line 1 through 10, Schedule K of the federal 1120S	1.	(1,151,916)	00
2. Net adjustment from Schedule A and B, line 15	2.	0	00
3. Total net income as reconciled (add line 1 and line 2)	3.	(1,151,916)	00
4. If multi-state corporation, enter amount from Schedule G, line 6; otherwise, enter amount from line 3	4.	(1,151,916)	00
5. LESS: Income on line 4 taxed to shareholders of S Corporation	5.	<1,151,916	00 >
6. South Carolina net income subject to tax (subtract line 5 from line 4)	6.	0	00
7. TAX: Multiply line 6 by .05 (5%)	7.	0	00
8. Payments: (a) Tax withheld (attach 1099s, I-290s, and/or W-2s)	8a.	0	00
(b) Paid by declaration	8b.		00
(c) Paid with extension	8c.		00
(d) Credit from Line 23b	8d.		00
Refundable Credits: (e) Ammonia Additive	8e.		00
(f) Milk Credit	8f.		00
(g) Motor Fuel Income Tax Credit	8g.		00
9. Total payments and refundable credits (add lines 8a through 8g)	9.	0	00
10. Balance of tax (subtract line 9 from line 7)	10.	0	00
11. (a) Interest	11a.	0	00
(b) Late file/pay penalty	11b.	0	00
(c) Declaration penalty (attach SC2220)	11c.	0	00
Total (add lines 11a, 11b, and 11c.) See penalty and interest in SC1120 Instructions	11.	0	00
12. Total Income Tax, interest and penalty (add lines 10 and 11)	12.	0	00
13. Overpayment (subtract line 7 from line 12)			00
To be applied as follows: (a) Estimated Tax	13a.		00
(b) License Fee	13b.		00
(c) REFUND	13c.		00

PART II COMPUTATION OF LICENSE FEE AND SCHEDULES A AND B PAGE 2

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PART II
COMPUTATION OF LICENSE FEE

14. Total capital and paid in surplus (Multi-state corporations see Schedule E)	▶ 14.	1,000	00
15. License Fee: multiply line 14 by .001, then add \$15 (Fee cannot be less than \$25)	▶ 15.	25	00
16. LESS: Credits taken this year against License Fee from SC1120TC, Part II, Column C (attach SC1120TC)	▶ 16.	<	00 >
17. Balance (subtract line 16 from line 15)	17.	25	00
18. Payments: (a) Paid with extension	▶ 18a.		00
(b) Credit from line 13b	18b.		00
19. Total payments (add line 18a and 18b)	19.	0	00
20. Balance of License Fee (subtract line 19 from line 17)	▶ 20.	25	00
21. (a) Interest 00 (b) Late file/pay penalty 00			
Total (add lines 21a and 21b.) See penalty and interest in SC1120 Instructions	▶ 21.		00
22. Total License Fee, interest, and penalty (add lines 20 and 21)		BALANCE DUE	25 00
23. Overpayment (subtract line 17 from line 19)		00	To be applied as follows:
(a) Estimated Tax ▶ 00 (b) Income Tax ▶ 00 (c) REFUND ▶ 00			
24. GRAND TOTAL: INCOME TAX and LICENSE FEE DUE (add lines 12 and 22)	24.	25	00

SCHEDULE A AND B

ADDITIONS TO FEDERAL TAXABLE INCOME

1. Taxes on or measured by income	1.	0
2. Excess net passive income subject to federal tax	2.	0
3. Taxable portion of certain built-in gains subject to federal tax	3.	
4.	4.	
5.	5.	
6. Other additions (attach schedule)	6.	
7. Total additions (add lines 1 through 6)		0

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DEDUCTIONS FROM FEDERAL TAXABLE INCOME

8.	8.	
9.	9.	
10.	10.	
11.	11.	
12.	12.	
13. Other deductions (attach schedule)	13.	
14. Total deductions (add lines 8 through 13)	14.	0
15. Net adjustment (subtract line 14 from line 7) Also enter on SC1120S, Part 1, line 2	15.	0

SCHEDULE C

RESERVED

As a principal officer of the corporation for which this return is made, I declare that this return, including accompanying annual report, statements, and schedules, has been examined by me and is to the best of my knowledge and belief, true and complete.

Sign Here

Signature of officer PAUL GUNTER	Officer's title PRESIDENT	Email
Print officer's name	Date 10-12-2020	Phone number
I authorize the Director of the SDOR or delegate to discuss this return, attachments, and related tax matters with the preparer.		Print preparer's name Henry B Summer
Paid Preparer's signature	Date 10-12-2020	Check if self-employed ☐
Firm's name (or yours if self-employed) and address Henry B Summer and Co 1508 Lindsay St Newberry SC	PTIN or FEIN	Preparer's phone number 803-276-4246
ZIP	29108	

If this is a corporation's final return, signing here authorizes the SCDOR to disclose that information to the South Carolina Secretary of State (SCSOS). You must close with the SCSOS and the SCDOR.

Taxpayer's signature

Date

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**SCHEDULE D ANNUAL REPORT TO BE COMPLETED BY ALL CORPORATIONS**

1. Name NORTH EDISTO LOGGING INC
2. Incorporated under the laws of the state of SC
3. Location of the registered office of the corporation in South Carolina 916 NORTH EDISTO ROAD
In the city of LEESVILLE Registered agent at this address PAUL R GUNTER
4. Location of principal office (street address) 916 NORTH EDISTO ROAD LEESVILLE SC 29070
Nature of principal business in South Carolina LOGGING
5. The total number of authorized shares of capital stock, itemized by class and series, if any, within each class:
- | Number of shares | Class | Series |
|------------------|---------------|----------------|
| <u>100,000</u> | <u>COMMON</u> | <u>COMMO N</u> |
6. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class:
- | Number of shares | Class | Series |
|------------------|---------------|-------------|
| <u>1,000</u> | <u>COMMON</u> | <u>1000</u> |
7. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation:
Attach separate schedules if you need more space.
- | Name | Title | Business address |
|-----------------------|-------------------|---|
| <u>BRENDA GUNTER;</u> | <u>PRESIDENT;</u> | <u>916 N EDISTO RD; LEESVILLE, SC 29070</u> |
| <u>ROCKY GUNTER;</u> | <u>VICE PRES;</u> | <u>916 N EDISTO RD; LEESVILLE, SC 29070</u> |
| <u>PAULA GUNTER;</u> | <u>SECRETARY;</u> | <u>916 N EDISTO RD; LEESVILLE, SC 29070</u> |
8. Date incorporated 01-01-1984 Date commenced business in South Carolina 01-01-1984
9. Date of this report 10-12-2020 FEIN [REDACTED]
10. If foreign corporation, the date qualified to do business in South Carolina _____
11. Was the name of the corporation changed during the year? NO Previous name _____
12. The corporation's books are in the care of % PAULA GUNTER
Located at (street address) 916 N EDISTO RD LEESVILLE SC 29070
13. The total amount of stated capital per balance sheet:
- | | |
|---|-----------------|
| A. Total paid in capital stock (cannot be a negative amount) | \$ <u>0</u> |
| B. Total paid in capital surplus (cannot be a negative amount) | \$ <u>1,000</u> |
| C. Total amount of stated capital (cannot be a negative amount) | \$ <u>1,000</u> |

ATTACH COMPLETE COPY OF YOUR FEDERAL RETURN**CONFIDENTIAL**

File electronically using Modernized Electronic Filing (MeF).

Pay online using our free tax portal, MyDORWAY, at dor.sc.gov/pay.

Select Business Income Tax Payment to get started.

If you pay by check, make your check payable to SCDOR and write business name and FEIN in the memo.

Mail Balance Due returns to:

SCDOR
Corporate Taxable
PO Box 100151
Columbia, SC 29202

Mail Refund or Zero Tax returns to:

SCDOR
Corporate Refund
PO Box 125
Columbia, SC 29214-0032

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SCHEDULE SC-K WORKSHEET

* Enter amounts from corresponding lines on your federal Schedule K in Column B.

	(A) Description	(B) * Amounts From Federal Schedule K	(C) Plus or Minus South Carolina Adjustments	(D) Federal Schedule K Amounts After SC Adjustments	(E) Col. (D) Amounts Not Apportioned or Allocated to SC	(F) Col. (D) Amounts Apportioned or Allocated to SC
1	Ordinary business income (loss)	(1,036,942)		(1,036,942)		(1,036,942)
2	Net rental real estate income (loss)					
3	Other net rental income (loss)					
4	Interest income	26		26		26
5	Dividends					
6	Royalties					
7	Net short-term capital gain (loss)					
8	Net long-term capital gain (loss)	(115,000)		(115,000)		(115,000)
9	Net section 1231 gain (loss)					
10	Other income (loss)					
11	Section 179 deduction					
12a	Contributions	26,900		26,900		26,900
12b	Investment interest expense					
12c	Section 59(e)(2) expenditures					
12d	Other deductions					

Non-Refundable Tax Credits: Enter Total Credits from SC1120TC

SC1120TC must be attached to return.

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**SCHEDULE L****QSSSs AND DISREGARDED LLCs INCLUDED IN RETURN**

A. List each **Qualified Subchapter S Subsidiary (QSSS)** doing business in South Carolina or registered with the SCSOS.

Name	FEIN	SC File # (if applicable)

B. List each disregarded **Limited Liability Company (LLC)** doing business in South Carolina or registered with the SCSOS.

Name	FEIN	SC File # (if applicable)

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PROPERTY INFORMATION

	(a) Beginning Period	(b) Ending Period
1. Land	482,004	307,000
2. Buildings	14,553,044	13,683,567
3. Machinery and equipment		
4. Construction in progress		
5. Other property*		
Total	15,035,048	13,990,567

Description of Property	(a) Beginning Period	(b) Ending Period
Total		

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dor.sc.gov

DEPARTMENT OF REVENUE

SHAREHOLDER'S SHARE OF SOUTH CAROLINA
INCOME, DEDUCTIONS, CREDITS, ETC.

SC11205

K-1

(Rev. 8/16/19)

3517

For calendar year 12-31-2019 or tax year beginning and ending

Shareholder's identifying number ▶

S Corporation's FEIN ▶

Shareholder's name, address and ZIP code

PAUL D GUNTER
916 NORTH EDISTO ROAD
LEESVILLE, SC 29070

S Corporation's name, address and ZIP code

NORTH EDISTO LOGGING INC
916 NORTH EDISTO ROAD
LEESVILLE, SC 29070

Shareholder's percentage of stock ownership for tax year

25.0000 %

Check if applicable: (1) ☒ Final K-1 (2) ☐ Amended K-1 (3) ☐ NonresidentShareholder's Pro Rata Share of Current
Year Income, Deductions, Credits, etc.(A)
Federal
K-1 Amounts(B)
Plus or Minus
SC Adjustments(C)
Amounts Not
Allocated
or Apportioned to SC(D)
Amounts Allocated or
Apportioned to SC

Income (Loss)

1 Ordinary business income (loss) . . .	1	(259,236)	1	1	1	(259,236)
2 Net rental real estate income (loss) .	2		2	2	2	
3 Other net rental income (loss)	3		3	3	3	
4 Interest income	4	7	4	4	4	7
5 Dividends	5		5	5	5	
6 Royalties	6		6	6	6	
7 Net short-term capital gain (loss) . .	7		7	7	7	
8 Net long-term capital gain (loss) . . .	8	(28,750)	8	8	8	(28,750)
9 Net Section 1231 gain (loss)	9		9	9	9	
10 Other income (loss)	10		10	10	10	

Deductions

11 Section 179 deduction	11		11	11	11	
12 Other deductions CONTRIBS	12	6,725	12	12	12	6,725

13 Withholding Tax for nonresident shareholder 13

List applicable South Carolina tax credits. (Attach an additional sheet if needed.)

Credits

14		14
15		15
16		16
17		17
18 Total South Carolina tax credits		18

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