

[Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: David M. Moore, Attorney

Issuing Office: David M. Moore, Attorney

Issuing Office's ALTA® Registry ID: 974714159

Loan ID Number:

Commitment Number: 26-221

Issuing Office File Number: 26-21

Property Address: Raleigh County

Revision Number:

SCHEDULE A

COMMITMENT

1. Commitment Date: May 10, 2026
2. Policy to be issued:
 - a. 2021 ALTA® Loan Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$ TBD
The estate or interest to be insured: TBD
 - b. The estate or interest to be insured: Stretcher Neck Properties, LLC
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.) Fee/Surface only*
4. The Title is, at the Commitment Date, vested in: Stretcher Neck Properties, LLC
5. The Land is described as follows:

See Attached Exhibit, Auction Tract 6

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ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SCHEDULE B I

COMMITMENT

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
 - a. Real Estate Taxes for 2025 are paid in full.
5. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

a. Deed from: Stretcher Neck Properties, LLC

To: TBD

7. **In Trust Deed Book 5087 at Page 1162**, there is of record an unreleased deed of Trust given by Stretcher Neck Properties, LLC to Brian D. Gallagher, dated April 17, 2025 to secure Farmland Partners Operating Partnership, LP in the amount of \$4,000,000. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination.

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SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number: 26-36

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
2. Any lien or right to a lien, for services, labor or material therefore or hereafter furnished, imposed by law and not shown in the public records.
3. Rights of parties in actual possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
4. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
 - a. 2026 Taxes constitute a lien,
5. **Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.**
6. Subject to those certain recorded and unrecorded rights-of-way for the public or private roads and for railroads, and easement public utility lines.
7. Right of the public, United States of America, State of West Virginia, and riparian owners in and to the beds and streams of any waterways and drainage areas.
8. Rights and claims of parties in possession.
9. Subject to rights of the owners of roadways.
10. Subject to rights of the owners of any cemeteries.
11. Subject to the rights of the owners of any railroad rights-of-ways.
12. Real property taxes have been assessed and paid on the property under examination through the year 2025. Taxes for the year 2025 are assessed in the name of Stretcher Neck Properties, Tax Account # 08588236; Tax Map # 10, Parcels # 61, described as 783.276 acres surface, in the amount of \$2,007.70, (without calculation for interest or discount) and are **paid**. Taxes for the year 2026 constitute a lien, but are not payable until July 15, 2026.
13. The following utility line easements and rights of ways may affect the property under examination:
 - a. In Deed Book 5047 at Page 4513, to WVDOT,
 - b. In Deed Book 5047 at Page 4515, to WVDOT,
 - c. In Deed Book Micro Film 25 at Page 1568, to APCO,
 - d. In Deed Book Micro Film 22 at Page 1418, to APCO.

14. The property in Raleigh County is subject to a potential right of way and easement reserved by the Erskine Company, Inc. in the event of foreclosure against Mountain Laurel Resources Company.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

Batoff Mountain Surface Tract

Beginning at a limestone monument (set) in field thence,

S 76° 16' 00" E 4,074'
S 30° 57' 50" W 1,067'

thence,
crossing West Virginia secondary Route 41
to a point on or near the center line of
a transmission line right of way thence
along said transmission line

S 57° 31' 38" E 566.04'
S 83° 30' 31" E 5,900'
S 13° 42' W 5,800'

thence
thence
to a stake in center main track (32' SW
measured along center of track from head
of block or point of switch)

S 56° W 624'

to a locust stake at mouth of Fat Creek
on east edge of Piney Creek thence up
Piney Creek with its meanders

S 57° W 429'
due West 479'

S 70° W 644'
N 40° W 396'
N 74° W 528'
S 75° W 660'
N 71° W 330'
N 72° W 528'
S 51° W 825'
S 71° W 660'
S 89° W 660'
N 73½° W 594'
N 82° W 891'
S 84° W 1,056'
S 48° W 198'

N 61° 39' W 100'

N 7° 39' 10" E 1,430.42'

to a birch and a spruce, thence leaving
Piney and up the mountain
to a limestone monument (ref) (set)
thence,
to a 5/8" x 25" threaded steel reinforcing
bar extending 6" out of ground, set 12'
from edge of rock cliff

N 2° 54' E 1,006.24'

N 89° 31' E 1,340'

due South 400'

to a triple maple thence with the meanders
of the top of the cliff

S 77° E 280'

N 79° E 2,169.7'

N 33½° E 726'

S 87° 10' E 2,760'

to a stake
to a double pine to 3 black jacks corner
to Ira Hurt exception
to a point

Batoff Mountain Surface Tract

S 59 42' E	38.87'	to 15" pine
S 71 56' E	29.16'	to 8" white oak
S 54 14' E	45.76'	to "X" cut in rock
N 1 38' W	51.60'	to 10" white oak
S 42 30' E	52.65'	to "X" cut in rock
N 83 35' E	37.49'	to "X" cut in rock
N 3 27' W	54.60'	to 18" oak
N 24 17' W	38.79'	to 7" oak
N 35 05' E	107.77'	to 3" oak
N 11 02' W	46.05'	to a T/hub
N 87 10' W	192.05'	to a tack lead plug in concrete
N 3 33' E	1,405'	to a rail, NE corner of Ira Hurt exception
N 87 10' W	2,740'	to NW corner of Ira Hurt exception
N 4 E	900'	to NE corner of Jesse Teel exception
N 86 50' W	1,650'	to NW corner of Jesse Teel exception
S 4 W	245'	to a stake in the line of J. R. Winchell
N 52 57' W	1,306.60'	to 2 oaks
N 4 07' W	362.82'	to a pine
N 40 26' E	165.25'	to a gum
N 65 03' E	636.99'	to a chestnut oak
N 44 02' W	1,419.86'	to a pine snag
N 73 18' W	1,310.61'	to a 24" maple stump (found) in the line of Jesse Radford
N 13 43' E	1,235.40'	to the beginning

With the exception of .1054 ac sold to Robert L. and Deborah Adkins
 ROL 45 Page 1300, 30 September 1993

Comprising 799.392 +/- acres