

[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 8

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 5085 at Page 4022**, 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. This Deed of Trust was Modified by Modification of Deed of Trust dated December 5, 2025 and of record in **Trust Deed Book 5086 at Page 8625**.

8. **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 # 06298534 and 06298384; Tax Map # 1 and 3, Parcels # 82 and 1, described as 60 acres and 74.75 acres surface, in the amount of \$145.98 and \$156.08 (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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Schedule B II – ALTA Commitment 2021 v. 01.00

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EXHIBIT A

DESCRIPTION OF PROPERTY

All of that certain lot, tract or parcel of land together with the buildings and improvements thereon, easements, rights of way, and the appurtenances thereunto belonging, situate in Shady Spring District, Raleigh County, and being a part of the same real property conveyed unto Stretcher Neck Properties, LLC by deed dated June 27, 1995 and of record in the Office of the Clerk of the County Commission of Raleigh County, WV on Microfilm Roll 79 Page 704 and more particularly designated and described as follows:

Beginning at a stone, whiteoak, chestnut and hickory on the west side of Spruce Fork of Mill Creek near Grandview.

N 74 55'	W	610.00'	to a set stone
N 17 54'	E	50.00'	to an iron pipe
S 74 32' 32"	E	272.17'	to a pipe
N 73 11' 50"	E	289.94'	to a hub
N 70 13' 15"	E	104.00'	to a pipe
N 43 15' 45"	E	195.24'	to a pipe
N 18 17' 20"	E	150.27'	to a pipe
N 6 9'	E	102.37'	to a hub
N 44 8' 20"	E	158.37'	to a tack root 24" hemlock
N 35 45'	E	237.71'	to a pipe
N 0 23' 30"	E	275.32'	to a pipe
N 41 31' 40"	E	221.38'	to a pipe
N 7 45' 20"	E	166.03'	to a hub
N 71 57'	W	130.58'	to a hub
N 16 30' 45"	E	234.94'	to a hub
N 19 37' 30"	E	270.42'	to a pipe
N 5 46' 25"	E	170.34'	to a pipe
N 30 15' 45"	W	80.47'	to a pipe
N 12 24' 30"	W	184.71'	to a hub
N 42 11' 10"	E	189.12'	to a hub
N 22 39' 25"	E	133.32'	to a hub
N 77 01' 50"	E	134.48'	to a hub
N 38 36' 25"	E	272.89'	to a pipe
N 42 24' 30"	E	74.52'	to a pipe
S 86 17' 05"	E	149.62'	to a pipe
N 14 03'	E	96.97'	to a pipe
N 24 25' 05"	E	164.43'	to a pipe
N 11 26' 50"	E	187.07'	to a hub
N 23 00' 20"	E	99.65'	to a hub
N 23 40' 10"	E	272.92'	to a hub
N 28 26'	E	217.79'	to a pipe
N 46 13' 30"	E	175.91'	to a pipe
N 11 54' 10"	W	100.60'	to a pipe
N 53 19' 10"	W	152.83'	to a pipe
N 10 48' 13"	E	66.79'	to a 14" maple
S 58 13' 49"	W	144.59'	to an 18" R.O.
S 36 42' 08"	W	164.77'	to a 24" Chestnut stump
N 26 1/2	E	1,728'	to a stake on the top of the cliff thence
S 25 01	E	641.69'	to a limestone monument (set) on strip south edge strip road sm poplar ptr.

Spruce Fork Tract (Surface Only)

S 25 01'	E	862.52'	to a 23" Birch corner (found) north bank of fork limestone monument (ref) bears N 17-26W 2.68 lead plug in rock in spruce fork bears S 22-32E 30.03 thence up with its meanders.
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S 47½	W	141.00'
S 82 50'	W	153'
S 11	W	90'
S 13	E	109'
S 41½	W	115'
S 68½	W	93'
S 28 ¾	W	287'
S 43½	W	294'
S 6	E	110'
S 40 ¾	W	383'
S 50½	W	76'
S 72	W	105'
S 37½	W	102'
S 6	W	144'
S 50	W	134'
S 72	W	135'
S 60½	W	70'
S 27	W	130'
S 24	W	99'
S 46½	W	127'
S 10½	W	354'
S 12 ¾	W	223'
S 11 ¾	W	109'
S 10 ¾	W	208'
S 31 50'	W	323'
S 21½	W	261'
S 1½	W	158'
S 50 ¾	W	351'
S 9 10'	E	113'
S 22½	W	155'
S 7 50'	W	199'

N 89 20'	W	360.00'
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to a large spruce on bank of creek (corner to Ewing and McCreery) thence to the beginning.

Comprising 74.75 +/- acres

Carper Tract 16 Surface Tract

Beginning at Point "A" at 1½" galv. pipe (found) near top of cliff in fence line; thence NE with meanders of cliff

N 44 15'	E	350.37'
S 64 43'	E	95.45'
N 44 49'	E	212.80'
N 74 00'	E	141.61'
S 84 04'	E	76.67'
N 25 25'	E	237.23'
S 89 22'	E	59.50'
N 43 14'	E	87.84'
N 29 40'	W	72.85'
N 80 24'	W	88.37'
N 26 34'	E	182.83'
N 50 53'	E	207.40'
N 59 16'	E	248.49'

to Point "B"

to a line rail in field at 34.24 lead plug (set) in rock outcrop top of cliff twin poplar ptr.

S 33 12'	E	576.80'
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past line rail (found) 0.41' east of line at 349.47' to a limestone monument (set) in spoil 10" locust, 2" maple ptrs.

S 25 47'	E	1,140.91'
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to point "C" on steep north bank of Mill Creek limestone monument (ref.) bears N25-47W 10.00 thence up Spruce Fork with its meanders

S 21 13'	W	138.54'
S 88 00'	W	188.00'
S 61 59'	W	116.22'
S 48 45'	W	70.11'
S 64 23'	W	123.74'
S 62 26'	W	68.36'
S 58 21'	W	156.01'
N 85 45'	W	104.85'
S 64 06'	W	201.63'
S 39 45'	W	235.00'
S 78 01'	W	83.11'
S 46 34'	W	166.39'
S 15 53'	W	175.49'
S 34 11'	W	69.44'

to Point "D" a 23" birch corner (found) north bank of fork limestone monument (ref.) bears N 17-26W 2.68 lead plug in rock in spruce fork bears S22-32E 30.03, thence

N 25 01'	W	862.52'
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to Point "E" a limestone monument (set) on strip south edge strip road sm. poplar ptr.

N 25 01'	W	641.69'
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to the beginning.

Comprising 58.647 ac. by Survey June 1992
by Fayette Engineering, revised October 1992