

[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 2

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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 # 08603814; Tax Map #8, Parcels # 67, described as 1,327.5 acres surface, in the amount of \$3,320.08, (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 269 at Page 199, to APCO.

- e. **In Deed Book 285 at Page 238**, to APCO,
- f. **In Deed Book 286 at Page 417**, to APCO,
- g. **In Deed Book 465 at Page 328**, to APCO,
- h. **In Deed Book 230 at Page 11**, to WV State Road Commission.

**The property descriptions provided herein are not based on a current, certified land survey. All descriptions have been prepared using deeds and plats of record, limited field location, GIS data, and other available public sources. These materials may contain inaccuracies, approximations, or outdated information. This information is supplied for reference purposes only and should not be relied upon for establishing boundary lines, property corners, or for any legal, engineering, or construction purposes. A West Virginia licensed professional land surveyor should be consulted to obtain an accurate and up-to-date survey of the property.**

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**ORT Form 4757 B II**

Schedule B II – ALTA Commitment 2021 v. 01.00

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Parcel 2 Description:

BEING a part of that certain parcel or boundary of land located along and north of Mill Creek Road, north of Terry, West Virginia, in the Town District of Raleigh County, West Virginia, designated on the Assessor's Tax Maps as Parcel 8-67, known as the Dunedin Fee Tract, and which property is more particularly described from records as follows:

BEGINNING at a limestone monument on a south hillside on the Fayette/Raleigh County line, a common corner to the Dunedin Fee Tract and the Coit 3 Surface Tract, shown on "Map Showing Fee and Surface Lands Located in Fayette & Raleigh Counties, WV, Owned by The Erskine Company, Staunton, Virginia," by Thomas W. Howard of Fayette Engineering Company, dated February 16, 1987, and on a line of property now or formerly owned by Arrow WV, LLC,; thence leaving Arrow WV, LLC and with the COIT 3 Surface Tract now or formerly owned by Stretcher Neck Properties, LLC S84° 14' 51"E 1960.05 feet to a limestone monument, a common corner with a tract now or formerly owned by the USA, shown on a plat titled, "New River Gorge National River, Fayette, Raleigh, and Summers Counties, West Virginia, Boundary Line Survey Made For The National Park Service of The Department of the Interior," by G. A. Tice, Inc., dated January, 1993, which is the basis of bearing of this description; thence leaving Coit 3 Surface Tract and with the USA Tract S1° 30' 54"E 925.31 feet to a point in the northern right-of-way of West Virginia Route 41/2 (Mill Creek/Huggietown Road); thence with the northern right-of-way of said road in a westerly direction approximately 4567 feet to a point on the line of the Dunedin Fee Tract and the Arrow WV, LLC property; thence with Dunedin and Arrow N65° 41' 32"E 917.59 feet to the point of beginning, and containing 90.32 acres, more or less.

AND BEING the northern part of the Dunedin Fee Tract on the above-mentioned plat by Thomas Howard found in Map File 2 page 270-A in the Office of the Clerk of Raleigh County, West Virginia, and also a part of the same property conveyed as the Dunedin Surface Tract from Dublin Properties, LLC, unto Stretcher Neck Properties, LLC, by deed dated the 27<sup>th</sup> of June 1995, of record in Roll 79 Page 704.