[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: 24-616

Issuing Office File Number: 24-616

Property Address:

Revision Number:

SCHEDULE A

COMMITMENT

1. Commitment Date: October 9, 2025

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: Bellwood Corporation, a West Virginia Corporation

b. The estate or interest to be insured: Bellwood Corporation, a West Virginia Corporation

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 Simple

4. The Title is, at the Commitment Date, vested in: Bellwood Corporation, a West Virginia Corporation;

5. The Land is described as follows:

See Attached Exhibit A

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 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:

- 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 Fayette County have been redeemed for 2022 taxes and 2023 taxes have been paid. Real Estate taxes for 2024 are unpaid and delinquent.
- 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.

BELLWOOD CORPORATION (FAYETTE COUNTY)

- 1. In Trust Deed Book 1104 at Page 182, there is of record an unreleased Credit Line Deed of Trust given by Bellwood Corporation, to Brian D. Gallagher, Trustee, dated December 20, 2024 securing Farmland Partners Operating Partnership, LP in the amount of \$6,380,000.00. As this Deed of Trust is unreleased, it constitutes a lien against the property under examination.
- 2. In Trust Deed Book 1104 at Page 200, there is of record an unreleased UCC given by Bellwood Corporation to Farmland Partners Operating Partnership, LP.

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ORT Form 4757 B I Schedule B I – ALTA Commitment 2021 v. 01.00 07/01/2021

SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number: 24-616

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:

- 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. 2024 and 2025 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.

BELLWOOD CORPORATION (FAYETTE COUNTY)

- 1. In Deed Book 52 at Page 115, there is of record an easement and right of way to Appalachian Power Company.
- 2. In Deed Book 790 at Page 595, there is of record a Supplemental Easement and Right of Way to Appalachian Power Company.

Alta TBD

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EXHIBIT A

DESCRIPTION OF PROPERTY for AUCTION TRACT 18

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 New Haven District, Fayette County, West Virginia and more particularly described as follows:

<u>EIGHTH TRACT</u>: That certain tract of surface land situate on the waters of Meadow Creek, New Haven District, Fayette County, West Virginia, and more particularly bounded and described as follows:

BEGINNING at a common corner of this tract, the Gooseneck tract and the John O. Hutchinson fee tract; thence with the common line between Hutchinson surface tract and the Hutchinson fee tract N. 68° E. 3928.5 feet to a stone and maple pointer; thence N. 14° 55' E. 2435 feet to a large white oak crossing the old state road to a large white oak; thence with the meanders of the old state road in a southeastern direction approximately 2250 feet to a stake designated on the aforesaid map, filed as aforesaid; thence S. 63° 24' W. 1018 feet to a white oak and gum; thence S. 1º 10' W. 1642 feet to a hickory; thence N. 59° W. 700 feet to a stake; thence S. 55° W. 462 feet to a stake, formerly fallen chestnut; thence S. 1º 15' W. 630 feet to a stake, formerly chestnut; thence S. 52° 11' E. 632 feet to a stake; thence S. 8° 53' W. 2137 feet to a stake; thence S. 25° E. 312 feet to a stake; thence S. 65° W. 81 feet to a forked hickory and chestnut; thence S. 81° 55' W. 1395 feet to a stake and 3 hickories and 2 cherry pointers; thence S. 58° 56' W. 1789 feet to a chestnut and hickory; thence S. 23° 50' W 677 feet to a Spanish oak (down); thence in a northeastern direction approximately 2500 feet to a stone, small poplar and locust; thence in a northeast direction with the common line between the John Q. Hutchinson surface tract and the Gooseneck tract in a northwesterly direction approximately 1800 feet to the point of beginning, containing 437.76 acres, more or less; and being that portion of the aforesaid 800 acre tract conveyed by Hutchinson Lumber Company to J. O. Hutchinson, by deed dated the 15th day of October, 1917, and recorded in said Clerk's Office in Deed Book No. 45, at page 271, from which the Hutchinson Lumber Company in said deed expressly excepted and reserved all the coal, oil and gas and other minerals and mineral substances, and only conveyed the surface of the 800 acre tract to J. Q. Hutchinson by said deed, and being the remainder of the 800 acre surface tract after J. Q. Hutchinson and Leila L. Hutchinson, his wife, conveyed to E. W. Ford, by deed dated December 15, 1917, and recorded on January 8, 1918, in Deed Book No. 45, at page 453, a surface tract of 362.24 acres, known as the Hamilton Place on the Old State Road, the 800 acre tract described as "Second Tract" in the aforesaid conveyance from Hutchinson Lumber Company to J. Q. Hutchinson, dated October 15, 1917, and of record in said Clerk's Office in Deed Book 45, at page 271.

It will be noted that after deducting the out conveyance of 362.24 acres from the 800 acres, leaves a remainder of 437.76 acres of surface land in the title and possession of the party of the first part, which is hereby conveyed, and the same should be charged on the Land Books of New

Haven District, Fayette County, West Virginia, in the name of Hutchinson Land Company, Sur. 437.76 acres, in lieu of the land book charge of 429.49 acres Little Meadows.

And being a portion of the property conveyed unto Bellwood Corporation, a West Virginia corporation, by deed dated December 23, 2013 from James C. Justice Companies, Inc. and of record in the Office of the Clerk of the County Commission of Fayette County, West Virginia in Deed Book 701 at Page 348.