ALTA OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OYDA-08261651** **File Number: 2025-2**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:

a. a defect in the Title caused by:

i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;

ii. the failure of a person or Entity to have authorized a transfer or conveyance;

iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;

iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;

v. a document executed under a falsified, expired, or otherwise invalid power of attorney;

vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;

vii. a defective judicial or administrative proceeding; or

viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

Policy Issuer:
BALDERSON LAW OFFICE, PLLC
348 WEBSTER AVENUE
MORGANTOWN, WV 26505
PHONE: (304) 284-8822

Leslie Balderson
Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest David Wold Secretary

3. Unmarketable Title.

4. No right of access to and from the Land..

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:

   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:

   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:

   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

   In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

   a. "Affiliate": An Entity:
      i. that is wholly owned by the Insured;
      ii. that wholly owns the Insured; or
      iii. if that Entity and the Insured are both wholly owned by the same person or entity.
   b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
   c. "Date of Policy": The Date of Policy stated in Schedule A.
   d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
      i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
      ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
      iii. asserts a right to enforce a PACA-PSA Trust.
   f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
   g. "Insured":
      i. (a) The Insured named in Item 1 of Schedule A;
         (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
         (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;

(d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or

(e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:

(1) an Affiliate;

(2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;

(3) a spouse who receives the Title because of a dissolution of marriage;

(4) a transferee by a transfer effective on the death of an Insured as authorized by law; or

(5) another Insured named in Item 1 of Schedule A.

ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

a. retains an estate or interest in the Land;

b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or

c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

a. any litigation or other matter for which the Company may be liable under this policy; or

b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   - i. modify any prior endorsement,
   - ii. extend the Date of Policy,
   - iii. insure against loss or damage exceeding the Amount of Insurance, or
   - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

WEST VIRGINIA PAYMENT OF LOSS AMENDATORY ENDORSEMENT

File Number: 2025-2

To be attached to and become part of Policy No. **OYDA-08261651** of Old Republic National Title Insurance Company.

The provision entitled PAYMENT OF LOSS is hereby amended to read as follows:

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions the loss or damage shall be payable within 15 days thereafter.

Policy Issuer:
BALDERSON LAW OFFICE, PLLC
348 WEBSTER AVENUE
MORGANTOWN, WV 26505
PHONE: (304) 284-8822

Leslie Balderson

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 *www.oldrepublictitle.com*

By C Monroe President

Attest David Wold Secretary

ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Balderson Law Office, PLLC

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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.

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;

b. the Commitment to Issue Policy;

c. the Commitment Conditions;

d. Schedule A;

e. Schedule B, Part I—Requirements;**[** and**]**

f. Schedule B, Part II—Exceptions**[**; and

g. a counter-signature by the Company or its issuing agent that may be in electronic form**]**.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

   i. comply with the Schedule B, Part I—Requirements;

   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing[and authenticated by a person authorized by the Company].

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: **Balderson Law Office, PLLC**
Issuing Office: **164 Davison Rd, Point Marion PA 15474**
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: **2025-2**
Issuing Office File Number: **2025-2**
Property Address: **Tract 10 of Map 17 Parcel 16, , WV**
Revision Number:

SCHEDULE A
COMMITMENT

1. Commitment Date: **March 17, 2025 at 8:00 AM**
2. Policy to be issued:
    a. ALTA 2021 Owner's Policy
       Proposed Insured: **Bruner Land Company, Inc.**
       Proposed Amount of Insurance: **$85,800.00**
       The estate or interest to be insured: **Fee Simple**

    b. ALTA 2021 Loan Policy
       Proposed Insured:
       PO Box 98, Byesville OH 43723
       Proposed Amount of Insurance:
       The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in: ERP Environmental Fund, Inc.

5. The Land is described as follows:
   See Exhibit "A" attached hereto and made a part hereof.

By: Leslie Balderson
Authorized Signatory

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.

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. 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. Duly authorized and executed Deed from ERP Environmental Fund, Inc. vesting Fee Simple title in Bruner Land Company, Inc..

5. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.

6. Properly executed Owners' Affidavit or Sellers' Affidavit, to indicate satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

7. Receipt of properly executed and acknowledged Notice to Buyer of Owner's Coverage. (if purchase transaction)

8. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

9. Discharge or release of liens, mortgage(s) and/or encumbrances as set forth below:

SCHEDULE B II
COMMITMENT

EXCEPTIONS FROM COVERAGE

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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land. Easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.

3. Any lien, or claim of lien, for services, labor or materials arising by reason of any work of improvement now in progress or recently completed.

4. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.

5. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture of abated or discounted taxes, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority including but not limited to Board of Revision or other administrative proceedings.

6. 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. Taxes for the year , and all subsequent years.

7. Covenants, Conditions, Restrictions and Reservations as contained in Deed dated and recorded in the Office of the Clerk of the County Court of Boone County, West Virginia in Deed Book 84, Page 119, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, marital status, ancestry, disability, handicap, Familial status, or national origin, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604 (c). Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

EXHIBIT A
COMMITMENT

LEGAL DESCRIPTION

Tract 10

BEGINNING at a 5/8" rebar set with plastic cap, said rebar being a common corner to the following: Marshall Cavender (Tax Map 17G – Parcel 44), ERP Environmental Fund, Inc. Tract 9 (Tax Map 17 – Parcel 16); thence in a southeasterly direction along the boundary of Tract 9, S 28°05'32" E – 2,249.92 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to ERP Environmental Fund, Inc. Tract 15 (Tax Map 17 – Parcel 16); thence in a southwesterly direction along the boundary line of Tract 15 for the next two calls, S 09°39'04" W – 389.32 feet to a 5/8" rebar with plastic cap set; thence, S 61°35'32" W – 987.93 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner with Rhonda Pauley (Tax Map 22 – Parcel 3); thence in a northwesterly direction along the boundary of Parcel 3 for the next nine calls, N 61°35'41" W – 553.71 feet to a 5/8" rebar with plastic cap set; thence, N 36°02'12" W – 230.07 feet to a point; thence, N 27°18'33" W – 285.78 feet to a point; thence, N 30°18'52" W – 312.21 feet to a point; thence, N 15°36'40" W – 95.55 feet to a point; thence, N 11°08'38" W – 161.75 feet to a point; thence, N 02°55'43" W – 103.75 feet to a 5/8" rebar with plastic cap set; thence, N 29°33'28" W – 164.65 feet to a point; thence, N 24°34'20" W – 244.72 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to Wanda Kincaid (Tax Map 17 – Parcel 12); thence in a northwesterly direction along the boundary of Parcel 12 for the next four calls, N 85°52'40" W – 128.88 feet to a point; thence, N 53°31'56" W – 282.97 feet to a 5/8" rebar with plastic cap set; thence, N 31°44'57" W – 275.85 feet to a 5/8" rebar with plastic cap set; thence, N 60°40'01" W – 577.83 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to Jerry Walker (Tax Map 16 – Parcel 10); thence in a northwesterly direction along the boundary of Parcel 10, N 38°59'01" W – 285.57 feet to a point located inside of a 100 foot right-of-way, said point being a common corner to Shawn Lafferty (Tax Map 16 – Parcel 11); thence in a westerly direction along the boundary of Parcel 11, S 78°24'42" W – 57.40 feet to a point located on the eastern boundary of the right-of-way of Walker Hollow Road; thence in a northerly direction along the boundary of the right-of-way of Walker Hollow Road, N 14°03'38" E – 59.59 feet to a 5/8" rebar with plastic cap set along the southern boundary of Ridgeview-Nellis Road; thence in a northeasterly direction along the right-of-way of Ridgeview-Nellis Road for the next two calls; thence beginning a curve having a radius of 1,539.35 feet, an arc length of 165.00 feet, a chord length of 164.92 feet, a chord bearing of N 77°28'46" E, and a delta angle of 06°08'29" to a point; thence beginning a curve having a radius of 2,724.83 feet, an arc length of 161.63 feet, a chord length of 161.60 feet, a chord bearing of N 70°44'37" E, and a delta angle of 3°23'55" to a 5/8" rebar with plastic cap set, said rebar being a common corner to John Mark Pauley (Tax Map 17G – Parcels 39, 40, & 41); thence in an easterly direction along the boundary of Parcels 39, 40, & 41 for the next three calls, S 28°42'45" E – 223.55 feet, crossing Brush Creek, to a 5/8" rebar with plastic cap set; thence, N 72°40'43" E – 170.47 feet to a 5/8" rebar with plastic cap set; thence, N 26°30'49" W – 107.68 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to Frederick Maloskey (Tax Map 17G – Parcel 40); thence in an easterly direction along the boundary of Parcel 40 for the next two lines, N 82°01'26" E – 103.19 feet to a point; thence, N 67°39'35" E – 143.74 feet to a point, said point being a common corner with Donna Jean Maloskey (Tax Map 17G - Parcel 40.1); thence in a northeasterly direction along the boundary of Parcel 40.1 for the next two calls, N 70°29'24" E – 122.24 feet to a point; thence, N 16°27'11" W – 139.94 feet to a 5/8" rebar with plastic cap set, said rebar located along the southern boundary of the right-of-way of Ridgeview-Nellis Road; thence in a northeasterly direction along the boundary of the right-of-way of Ridgeview-Nellis Road for the next five calls, N 80°29'25" E – 125.02 feet to a point; thence, S 89°21'54" E – 359.96 feet to a point; thence, beginning a curve having a radius of 980.22 feet, an arc length of 165.09 feet, a chord length of 164.90 feet, a chord bearing of N 85°19'34" E, and a delta angle of 9°39'00" to a point; thence, beginning a curve having a radius of 898.04 feet, an arc length of 126.63 feet, a chord length of 126.53 feet, a chord bearing of N 76°14'06" E, and a delta angle of 08°04'45" to a 5/8" rebar with plastic cap set, said rebar being a common corner to Marshall Cavender (Tax Map 17G – Parcels 42, 43, & 44); thence in a southeasterly direction along the boundary of Parcels 42, 43, & 44 for the next six calls, S 24°10'02" E – 219.95 feet to a point; thence, S 14°35'54" E – 118.79 feet to a point; thence, S 35°43'34" E – 190.98 feet to a 5/8" rebar with plastic cap set; thence, N 60°26'59" E – 82.06 feet to a 5/8" rebar with plastic cap set; thence, N 15°41'01" W – 80.32 feet to a 5/8" rebar with plastic cap set; thence, N 47°03'15" E – 114.44 feet to the point of beginning, containing 111.61 acres, more or less. Owned by ERP Environmental Fund, Inc. (Tax Map 17 - Parcel 16).

The subject parcel is shown on a plat attached hereto and made a part hereof entitled "Plat Showing Tract 10 of Division of Property for ERP Environmental Fund, Inc." dated November 08th, 2024.

The above description was prepared by Charles B. Kurzyna, P.S. 1534 from an actual field survey made in 2024. Bearings are based on the State Plane NAD 83 West Virginia South Coordinate System as established by GPS observation. All iron pins set are 5/8" rebar with orange caps stamped "New River Engr Inc".

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Boone County
Roger Toney, Clerk
Instrument 202500001162
04/11/2025 @ 01:38:56 PM
DEED
Book 363 @ Page 700
Pages Recorded 9
Recording Cost $ 56.00
Transfer Tax $ 473.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 26th day of March, 2025, by and between **ERP ENVIRONMENTAL FUND, INC.**, a West Virginia non-profit corporation (hereinafter "<u>Grantor</u>"), and **BRUNER LAND COMPANY, INC.**, an Ohio corporation, (hereinafter "<u>Grantee</u>").

WITNESSETH:

THAT IN ACCORDANCE WITH that certain Order Granting Motion of Receiver for Entry of Order Authorizing Sale of Certain Real Estate Free and Clear of Liens, Claims and Encumbrances entered July 28, 2022, in Civil Action No. 20-C-282 in the Circuit Court of Kanawha County, West Virginia, Business Court Division, Harold D. Ward, Director, Division of Mining and Reclamation, West Virginia Department of Environmental Protection, Plaintiff, v. ERP Environmental Fund, Inc., Defendant; and

FOR and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby GRANTS AND CONVEYS, with covenants of SPECIAL WARRANTY, unto Grantee, its heirs and assigns forever, all of the right, title, and interest of Grantor in and to the SURFACE ONLY of the property more particularly described on **<u>Exhibit A</u>** attached hereto and made a part hereof (the "<u>Property</u>").

TOGETHER WITH a non-exclusive access easement and right of way ("<u>Grantee Easement</u>") over and across any private road that is currently existing as of the date hereof on the property of Grantor (or previously owned property of Grantor in which Grantor has reserved an easement) described by Tax Map and Parcel Number(s) 17/16 ("<u>Grantor Remainder Property</u>") only for the purpose of non-commercial vehicular ingress, egress, and regress to and from the Property. Grantee shall, and shall cause any successors and assigns, and its or their lessees, licensees, invitees, contractors, employees, agents, and representatives granted access to the Grantor Remainder Property by Grantee (each a "<u>Grantee Party</u>" and collectively the "<u>Grantee Parties</u>") to use the Grantee Easement only in such a manner so as not to interfere with use of the Grantor Remainder Property by the applicable owners thereof. Grantee shall, and cause any Grantee Parties to, comply with all applicable laws or regulations relating to its or their use of the Grantee Easement. Grantee's and any Grantee Parties' use of Grantor Remainder Property is at

Grantee's sole cost and risk without any liability of Grantor. Grantee shall repair or pay Grantor for any damages to the Grantor Remainder Property caused by Grantee or any of the Grantee Parties. Grantee shall indemnify, defend, and hold harmless the Grantor and its successors and assigns from and against all claims for damages (including without limitation claims, demands, fines, penalties, judgments, or other liabilities) to person or property arising out of, incidental to, or in any way connected with the use of the Grantee Easement by Grantee or any of the Grantee Parties. Notwithstanding any other provision herein to the contrary, including covenants of special warranty, the Grantee Easement is granted unto Grantee only to the extent of Grantor's power and lawful right to grant the same and is limited to such rights as Grantor possesses, and is subject to the Disclaimer of Warranties set forth below as if such Disclaimer of Warranties was made with respect to the Grantor Remainder Property in place of the Property in all respects.]

Grantor hereby expressly **EXCEPTS AND RESERVES** from this conveyance, for the use and benefit of Grantor and Grantor's successors, assigns, and its and their lessees, licensees, invitees, contractors, employees, agents, and representatives the following:

A. Reserved Minerals. All minerals of any nature, kind, or description whatsoever (whether gaseous, liquid, or solid), including, without limitation, any coal, oil, gas, methane gas, or any other minerals (together, the "Minerals") in, under, or upon the Property, and further excepts and reserves the following rights and privileges with respect to the Property, whether Grantor is the owner of, and by this instrument excepting and reserving, the Minerals herein:

1. the right to mine and remove all or part of the coal underlying the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability for any injury or damage to the surface or to anything therein or thereon for surface or subsurface subsidence caused by mining out the coal, including, but not limited to, by not leaving pillars or partial pillars or artificial supports under the Property and mining by longwall or other full extraction methods; and

2. the right to use underground passageways and voids before or after said coal is mined for any lawful purpose necessary or convenient to the mining of coal, in perpetuity, including, but without limitation, transporting coal (including third-party coal), ventilation, power supply, transportation of men, transportation and storage of materials and supplies, and storage or disposal of mining waste materials, including, but not limited to, coal slurry, coal, combustion

materials, coal ash refuse, course refuse, and any other substance which may be lawfully stored underground, in each instance free of any royalty or wheelage payments; and

3. the right to use any voids, geologic formations, coal, or other mineral seams or strata for all lawful purposes; and

4, the right of ingress and egress at all times for the purpose of conducting subsidence mitigation and other restoration or reclamation work and for reconstruction of drainage patterns which may be necessary to correct any material damage resulting from subsidence to the Property and nearby lands and for the purpose of engineering, reclamation, surveying, inspection, drilling, exploring, and for the performance of such other corrective, remedial, safety, or other operations as may be required by law or regulation in force this date or hereinafter imposed; and

5. all other non-surface development rights, easements, privileges, and options related to the mining, production, extraction, and removal of Minerals, whether express or implied.

This conveyance is made subject to, and there is expressly excepted from the warranty contained in this Deed: (a) any and all matters not created or caused to be created by Grantor or any person or entity acting by, through, or under Grantor or in its name, place, or stead; (b) governmental laws, ordinances, and regulations affecting the Property; (c) the lien for ad valorem real property taxes for the current calendar year assumed by Grantee; (d) all recorded and unrecorded outconveyances, exceptions, reservations, conditions, easements, licenses, zoning restrictions, rights of way, restrictions, or defects or irregularities in the title not created or caused to be created by Grantor or any person or entity acting by, through, or under Grantor or in its name, place or stead.

Subject to all matters identified herein and all the terms and conditions of this Deed, Grantor hereby covenants with Grantee that it will WARRANT SPECIALLY the title to the Property and all rights conveyed herein, and agrees that it will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other; and that it has the right to convey the Property.

BY EXECUTION OF THIS DEED, THE GRANTEE DOES HEREBY ACKNOWLEDGE AND AGREE THAT: (A) IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND IN ITS CURRENT CONDITION; (B) GRANTOR MAKES NO EXPRESS WARRANTIES WITH RESPECT TO THE CONDITION, QUALITY, LOCATION, SAFETY, COMPLIANCE WITH LAWS OR REGULATIONS (INCLUDING

WITHOUT LIMITATION, ENVIRONMENTAL LAWS OR REGULATIONS), OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH HEREIN; (C) THE PROPERTY HAS PREVIOUSLY BEEN USED FOR COAL MINING AND COAL MINING PURPOSES, AND EXPRESSLY ACCEPTS THE PROPERTY WITH KNOWLEDGE OF THE SAME; (D) NO CLAIM SHALL EVER BE ASSERTED BY GRANTEE OR ITS HEIRS, SUCCESSORS, AND / OR ASSIGNS AGAINST GRANTOR, OR ANY COMPANY OR ENTITY PRESENTLY OR FORMERLY ASSOCIATED WITH OR OPERATING UNDER GRANTOR, FOR DAMAGES, INJUNCTIVE RELIEF OR REGULATORY RELIEF ARISING DIRECTLY OR INDIRECTLY OUT OF ANY SURFACE OR SUBSURFACE CONDITION OR OCCURRENCE, KNOWN OR UNKNOWN, NOW EXISTING OR HEREAFTER OCCURRING OR DISCOVERED AND WHETHER OR NOT SUCH CONDITION OR OCCURRENCE ARISES OUT OF OR IS THE RESULT OF MINING RELATED ACTIVITIES ON THE PROPERTY; AND (E) GRANTOR DOES NOT WARRANT OR REPRESENT SUBJACENT OR LATERAL SUPPORT OF THE SURFACE OR SUBSURFACE OF THE PROPERTY (ALL OF THE FOREGOING "DISCLAIMER OF WARRANTIES").

The parties hereby agree that all of the covenants, agreements, and restrictions contained herein touch and concern the Property, and are expressly intended to, and shall be, covenants running with the land and shall be binding and a burden upon the Property and any present or future estate or interest therein and upon each of the parties, their respective heirs, personal representatives, successors, and assigns as holders of an estate or interest in the Property.

DECLARATION OF RESIDENCY: The Grantor hereby declares that this transaction is not subject to the withholding requirements contained in West Virginia Code 11-21-71b for the reason that the transferor is a "resident entity" as defined in W. Va. Code 11-21-71B(a)(4)(A) to which the withholding tax does not apply by virtue of § 11-21-71b(d)(1)(A).

WITNESS the signatures of Grantor and Grantee on this the date first above written.

GRANTOR:

ERP ENVIRONMENTAL FUND, INC.

By: DOSS SPECIAL RECEIVER, LLC, acting in its capacity as Special Receiver on behalf of the receivership estate of ERP ENVIRONMENTAL FUND, INC.

By:__________________________
Name: R. B. (Barry) Doss
Title: Manager

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, to-wit:

Before me, the undersigned, this 26th day of March, 2025, personally appeared R. B. (Barry) Doss as Manager of Doss Special Receiver, LLC, acting in its capacity as special receiver on behalf of the receivership estate of ERP Environmental Fund, Inc., a West Virginia non-profit corporation, and subscribed and acknowledged the execution of the foregoing instrument, and being duly sworn, stated that the certification as to consideration was true to the best of his knowledge, information, and belief.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

My Commission Expires: October 31, 2026

(SEAL)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Joyce Alderson
P.O. Box 572, 206 5th Avenue
Glasgow, WV 25086
My Commission Expires Oct. 31, 2026

____
Notary Public

GRANTEE:

BRUNER LAND COMPANY, INC.

By:____
Name: Eric Bruner
Title: Vice President

STATE OF Ohio

COUNTY OF Guernsey

Before me, the undersigned, this 31 day of March, 2025, personally appeared Eric Bruner, Vice President of Bruner Land Company, Inc., for and on behalf of said corporation, and subscribed, and acknowledged the execution of the foregoing instrument, and being duly sworn, stated that the certification as to consideration was true to the best of his knowledge, information, and belief.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

My Commission Expires: January 05, 2028

(SEAL)

GISELLE WELLS NOTARY PUBLIC - STATE OF OHIO

Giselle Wells
Notary Public
State of Ohio
My Commission Expires
January 05, 2028

____
Notary Public

This instrument was prepared by:
Brian Patrick Jett, Esquire
JACKSON KELLY PLLC
P.O. Box 619
Morgantown, WV 26507

This instrument was prepared without examination of title or report. No opinion, express or implied, is given as to the marketability or condition of the title of the subject property, the quantity of lands included therein, the location of the boundaries thereof, the existence of liens, unpaid taxes and encumbrances, to ownership of minerals and/or mineral rights and privileges, or any other matter pertaining to said title.

Exhibit A

Legal Description of the Property

Tract 10

BEGINNING at a 5/8" rebar set with plastic cap, said rebar being a common corner to the following: Marshall Cavender (Tax Map 17G – Parcel 44), ERP Environmental Fund, Inc. Tract 9 (Tax Map 17 – Parcel 16); thence in a southeasterly direction along the boundary of Tract 9, S 28°05'32" E – 2,249.92 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to ERP Environmental Fund, Inc. Tract 15 (Tax Map 17 – Parcel 16); thence in a southwesterly direction along the boundary line of Tract 15 for the next two calls, S 09°39'04" W – 389.32 feet to a 5/8" rebar with plastic cap set; thence, S 61°35'32" W – 987.93 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner with Rhonda Pauley (Tax Map 22 – Parcel 3); thence in a northwesterly direction along the boundary of Parcel 3 for the next nine calls, N 61°35'41" W – 553.71 feet to a 5/8" rebar with plastic cap set; thence, N 36°02'12" W – 230.07 feet to a point; thence, N 27°18'33" W – 285.78 feet to a point; thence, N 30°18'52" W – 312.21 feet to a point; thence, N 15°36'40" W – 95.55 feet to a point; thence, N 11°08'38" W – 161.75 feet to a point; thence, N 02°55'43" W – 103.75 feet to a 5/8" rebar with plastic cap set; thence, N 29°33'28" W – 164.65 feet to a point; thence, N 24°34'20" W – 244.72 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to Wanda Kincaid (Tax Map 17 – Parcel 12); thence in a northwesterly direction along the boundary of Parcel 12 for the next four calls, N 85°52'40" W – 128.88 feet to a point; thence, N 53°31'56" W – 282.97 feet to a 5/8" rebar with plastic cap set; thence, N 31°44'57" W – 275.85 feet to a 5/8" rebar with plastic cap set; thence, N 60°40'01" W – 577.83 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to Jerry Walker (Tax Map 16 – Parcel 10); thence in a northwesterly direction along the boundary of Parcel 10, N 38°59'01" W – 285.57 feet to a point located inside of a 100 foot right-of-way, said point being a common corner to Shawn Lafferty (Tax Map 16 – Parcel 11); thence in a westerly direction along the boundary of Parcel 11, S 78°24'42" W – 57.40 feet to a point located on the eastern boundary of the right-of-way of Walker Hollow Road; thence in a northerly direction along the boundary of the right-of-way of Walker Hollow Road, N 14°03'38" E – 59.59 feet to a 5/8" rebar with plastic cap set along the southern boundary of Ridgeview-Nellis Road; thence in a northeasterly direction along the right-of-way of Ridgeview-Nellis Road for the next two calls; thence beginning a curve having a radius of 1,539.35 feet, an arc length of 165.00 feet, a chord length of 164.92 feet, a chord bearing of N 77°28'46" E, and a delta angle of 06°08'29" to a point; thence beginning a curve having a radius of 2,724.83 feet, an arc length of 161.63 feet, a chord length of 161.60 feet, a chord bearing of N 70°44'37" E, and a delta angle of 3°23'55" to a 5/8" rebar with plastic cap set, said rebar being a common corner to John Mark Pauley (Tax Map 17G – Parcels 39, 40, & 41); thence in an easterly direction along the boundary of Parcels 39, 40, & 41 for the next three calls, S 28°42'45" E – 223.55 feet, crossing Brush Creek, to a 5/8" rebar with plastic cap set; thence, N 72°40'43" E – 170.47 feet to a 5/8" rebar with plastic cap set; thence, N 26°30'49" W – 107.68 feet to a 5/8" rebar with plastic cap set, said rebar being a common corner to Frederick Maloskey (Tax Map 17G – Parcel 40); thence in an easterly direction along the boundary of Parcel 40 for the next two lines, N 82°01'26" E – 103.19 feet to a point; thence, N 67°39'35" E – 143.74 feet to a point, said point being a common corner with Donna Jean Maloskey (Tax Map 17G - Parcel 40.1); thence in a northeasterly direction along the boundary of Parcel 40.1 for the next two calls, N 70°29’24” E – 122.24 feet to a point; thence, N 16°27’11” W – 139.94 feet to a 5/8” rebar with plastic cap set, said rebar located along the southern boundary of the right-of-way of Ridgeview-Nellis Road; thence in a northeasterly direction along the boundary of the right-of-way of Ridgeview-Nellis Road for the next five calls, N 80°29’25” E – 125.02 feet to a point; thence, S 89°21’54” E – 359.96 feet to a point; thence, beginning a curve having a radius of 980.22 feet, an arc length of 165.09 feet, a chord length of 164.90 feet, a chord bearing of N 85°19’34” E, and a delta angle of 9°39’00” to a point; thence, beginning a curve having a radius of 898.04 feet, an arc length of 126.63 feet, a chord length of 126.53 feet, a chord bearing of N 76°14’06” E, and a delta angle of 08°04’45” to a 5/8” rebar with plastic cap set, said rebar being a common corner to Marshall Cavender (Tax Map 17G – Parcels 42, 43, & 44); thence in a southeasterly direction along the boundary of Parcels 42, 43, & 44 for the next six calls, S 24°10’02” E – 219.95 feet to a point; thence, S 14°35’54” E – 118.79 feet to a point; thence, S 35°43’34” E – 190.98 feet to a 5/8” rebar with plastic cap set; thence, N 60°26’59” E – 82.06 feet to a 5/8” rebar with plastic cap set; thence, N 15°41’01” W – 80.32 feet to a 5/8” rebar with plastic cap set; thence, N 47°03’15” E – 114.44 feet to the point of beginning, containing 111.61 acres, more or less. Owned by ERP Environmental Fund, Inc. (Tax Map 17 - Parcel 16).

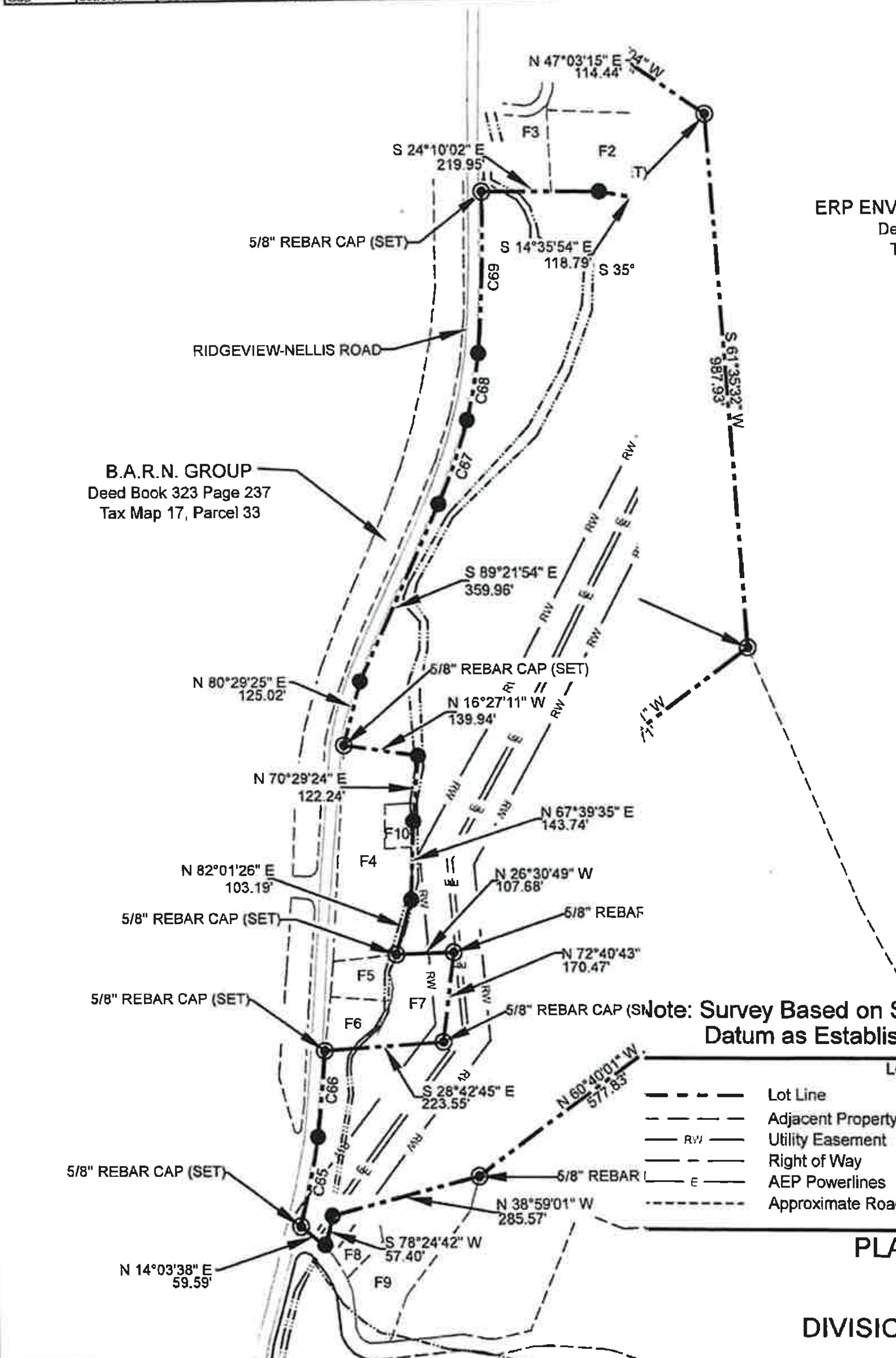
And being a part of the same Property conveyed to the Grantor, as successor-in-interest by merger with ERP Mineral Reserves LLC, by Deed dated July 22, 2019, and recorded in Deed Book 322, Page 415, of the Office of the Clerk of County Commission of Boone County, West Virginia.

And further being Tract 10 of the “Division of Property for ERP Environmental Fund, Inc.” map as surveyed by New River Engineers, Inc. dated November 8, 2024 recorded in Plat Book 21, Page 243 in the Office of the Clerk of County Commission of Boone County, West Virginia.

The subject parcel is shown on a plat entitled “Plat Showing Tract 10 of Division of Property for ERP Environmental Fund, Inc.” dated November 8, 2024, which is attached and made a part of this Deed.

The above description was prepared by Charles B. Kurzyna, P.S. 1534 from an actual field survey made in 2024. Bearings are based on the State Plane NAD 83 West Virginia South Coordinate System as established by GPS observation.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C65	1539.35'	165.00'	164.92'	N 77°28'46" E	6°08'29"
C66	2724.83'	161.63'	161.60'	N 70°44'37" E	3°23'55"
C67	980.22'	165.09'	164.90'	N 85°19'34" E	9°39'00"
C68	898.04'	126.63'	126.53'	N 76°14'06" E	8°04'45"
C69	3026.30'	298.10'	297.98'	N 67°44'14" E	5°38'38"



TRACT 15
ERP ENVIRONMENTAL FUND, INC.
Deed Book 322 Page 415
Tax Map 17, Parcel 16

F1 - MARSHALL CAVENDER
Deed Book 339 Page 186
Tax Map 17G, Parcel 44

F2 - MARSHALL CAVENDER
Deed Book 339 Page 186
Tax Map 17G, Parcel 42

F3 - MARSHALL CAVENDER
Deed Book 339 Page 186
Tax Map 17G, Parcel 43

F4 - FREDERICK MALOSKEY
Deed Book 255 Page 539
Tax Map 17G, Parcel 40

F5 - JOHN MARK PAULEY
Deed Book 251 Page 257
Tax Map17G, Parcel 38

F6 - JOHN MARK PAULEY
Deed Book 251 Page 257
Tax Map 17G, Parcel 39

F7 - JOHN MARK PAULEY
Deed Book 251 Page 257
Tax Map 17G, Parcel 41

F8 - SHAWN LAFFERTY
Deed Book 307 Page 461
Tax Map 16, Parcel 11

F9 - JERRY WALKER
Deed Book 324 Page 235
Tax Map 16, Parcel 10

F10 - DONNA JEAN MALOSKEY
Deed Book 295 Page 425
Tax Map17G, Parcel 40

Note: Survey Based on State Plane NAD 83 WV South Grid Datum as Established by GPS Observation.

Legend

- Lot Line
- Adjacent Property Line
- Utility Easement (RW)
- Right of Way
- AEP Powerlines (E)
- Approximate Road - Not Surveyed
- Monument Set As Noted
- Point
- Monument Found As Noted

PLAT SHOWING TRACT 10 OF DIVISION OF PROPERTY FOR ERP ENVIRONMENTAL FUND, INC.

BEING PART OF PARCEL 16, TAX MAP 17
AND PARCEL 17H, TAX MAP 2
SITUATE IN PEYTONA DISTRICT, BOONE COUNTY, WV

NREI
NEW RIVER ENGINEERS, INC.
202 School Drive
Shrewsbury, WV 25015
Phone: (304) 595-3290
www.nreiwv.com

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DATE: 11/8/2024	DRAWN BY: MJH
SCALE: 1" = 400'	CHECKED BY: CBK
DRAWING NO. 186-91-002_TRACT 10	SHEET NO. 1 OF 1