

Exhibit "A"
Legal Description

The Northeast Quarter (NE $\frac{1}{4}$) Section 15, Twp. 10S Range 20E and The Northwest Quarter of Section 10, except that part of the west $\frac{1}{2}$ of the Northwest Quarter lying north of the L&T R.R. R/W, and that part of the West $\frac{1}{2}$ of the Northwest Quarter of Section 10 lying south of said L&T R.R. R/W. and all of the South half of section 10 all in Twp. 10S, Range 15 east. For a total of 587 acres more or less.

Ammendment to oil and Gas Lease
Ammendment "A"

All ponds and/or pits shall be leveled and filled and the land restored to its original condition within thirty (30) days of leaving each site, or as soon thereafter as weather will permit.

If natural gas is found in paying quantities outside the Cities Service storage field, the lessor has the right to receive gas,, free of charge, for home, shop, and small agricultural use. Lessor shall bear the cost of any and all pipelines, connections, or other such facilities as may be necessary to use said natural gas.

Lessor shall approve the location of lessee's service facilities (such as access roads, pipeline locations, powerlines, and tanks) prior to the construction thereof. All underground facilities (pipelines, electrical wiring and conduit, etc.) shall be buried to a depth of at least 30" inches. It is mutually agreed that said service facilities shall be located so as to minimize the potential for interference with lessors farming operation and the lessor's airstrips, without unreasonably restricting lessee's ability to service and operate the lease. No vehicles are to be operated on or across said aristrips without lessors express permission.

Signed this 9th day of Febuary, 1988

Lessee Larry C. Culbertson
Fairway Petroleum Inc.

Lessor William R. Dorei
William R. Dorei

Reita A. Dorei
Reita A. Dorei

n

STATE OF Kansas

COUNTY OF Leavenworth

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 9th day of February, 1988,
by William H. Dore and Reita A. Dore

My commission expires 6-10-89



Larry E. Culbertson
Notary Public

STATE OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____ and _____

My commission expires _____

Notary Public

STATE OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____ and _____

My commission expires _____

Notary Public

STATE OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____ and _____

My commission expires _____

Notary Public

STATE OF KANSAS
COUNTY OF LEAVENWORTH } SS
FILED FOR RECORD

1988 FEB 18 AM 10:35

Dora I. Farmer
DORA I. FARMER
REGISTER OF DEEDS

OIL AND GAS LEASE

FROM

TO

Date

Section

Twp.

Rge.

No. of Acres

Term

County

STATE OF

County

This instrument was filed for record on the _____

day of _____, 19____

at _____ o'clock _____ M., and duly recorded

in Book _____ Page _____ of _____

the records of this office.

Register of Deeds.

By

When recorded, return to _____

FARMING PETROLEUM INC.
BOX 128
EASTON, KS. 66020

STATE OF _____

COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____

of _____ a _____
corporation, on behalf of the corporation.

My commission expires _____

Notary Public

EASEMENT

THIS EASEMENT made this 16th day of September, 2005, by Reita A. Dorei Powell, Trustee of the Reita A. Dorei Powell Revocable Trust Agreement UTD November 9, 2000, having an address at 32 Sunrise Ave., Ormand Beach, Fl. 32179 hereinafter referred to as Grantors, and the West McLouth Storage, Inc., PO Box 15104, Kansas City, Mo. 64106, hereinafter referred to as Grantee.

WITNESSETH: That the said Grantors, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, do hereby grant and convey unto said Grantee, and its successors and assigns, a temporary exclusive construction easement and a permanent, perpetual and exclusive right of way and easement for the purpose of installing, constructing, maintaining, replacing, repairing, cleaning, removing, and operating utility gas lines, equipment, fixtures, installations and appurtenances (together, the "Gas Facilities") over, upon, along, and under the following described real estate situated in Leavenworth County, Kansas to wit:

DESCRIPTION: Book 807 Pages 598, 599, 600 & 601

Tract 1:

A tract of land described as follows: Beginning at a point Eleven and 84/100 (11.84) chains south of the south west corner of the North west Quarter (1/4) of Section Ten (10) in the Township Ten (10) of Range Twenty (20) East, thence south Twenty One and 70/100 (21.70) chains, thence south Thirty Five (35) degrees, Five (5) minutes, east Twelve and 9/100 (12.09) chains to the south line of the south west quarter (1/4) of said section, thence east along said south line Ten and 65/100 (10.65) chains, thence North, parallel to the west line of said section Twenty eight and 65/100 (28.65) chains, thence West Twenty (20) chains more or less to the place of beginning, containing Fifty Two (52) acres more or less in Leavenworth County, Kansas; LESS THE FOLLOWING TRACT:

A tract of land in the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Ten (10), Township Ten (10) south, Range Twenty (20) East of the 6th P.M., more fully described as follows: Beginning at a point 33.54 chains South of the Northwest corner of the Southwest Quarter (SW 1/4) of Section Ten (10); thence running South 35 degrees 5 minutes East 12.09 chains to the South line of the Southwest Quarter (SW 1/4) of said Section Ten (10); thence North 260 feet parallel to the West line of said Section Ten (10); thence Northwesterly 662.6 feet to a point on the West line of said Section Ten (10), said point being 1977.44 feet South of the Northwest Corner of the Southwest Quarter (SW 1/4) of said Section Ten (10); thence South 236.20 feet along the West line of said Section Ten (10) to the point of beginning, containing 3 acres, more or less, situated in Leavenworth County, Kansas.

Tract 2:

Northeast Quarter of Section 15, Township 10, Range 20, Leavenworth County, Kansas.

Tract 3:

The East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Ten (10), Township Ten (10) South, Range Twenty (20) East of the 6th P.M., Leavenworth County, Kansas.

Tract 4:

Beginning at a point on the South line of the Southeast Quarter (SE 1/4) of Section Ten (10), Township Ten (10) South, of Range Twenty (20) East; and 15 chains West of the Southeast corner of said Quarter; thence North 39.03 chains to the South line of the Leavenworth and Topeka Railroad; thence northwesterly along said right of way, 15.52 chains; thence South, parallel to the East line, 37.23 chains; thence East 3.65 chains; thence South 5.78 chains to the South line of said quarter; thence East 11.35 chains to the place of beginning; containing 59.4 acres more or less, Leavenworth County, Kansas.

Tract 5:

A tract of land described as follows: Beginning at the Southeast corner of Section 10, in Township 10, Range 20, East, thence, North 40 chains more or less, to the northeast corner of the Southeast Quarter (SE 1/4) of said Section 10, thence West 15 chains, thence south, parallel to the East line of said southeast quarter (1/4) of said Section 10 forty chains, more or less, to the south line of said Southeast Quarter (SE 1/4) said Section 10, thence east 15 chains to the place of beginning (subject to the right of way if any of the Leavenworth and Topeka Railroad, and containing 57.86 acres more or less. Subject further to all reservations, licenses, right of ways, easements, if any, now of record, Leavenworth County, Kansas.

Tract 6:

A tract of land described as follows: Beginning at a point eleven and 84/100 (11.84) chains south of the southwest corner of the Northwest quarter (NW 1/4) of Section Ten (10), in Township Ten (10) of Range Twenty (20) East; thence north twenty eight and 28/100 (28.28) chains more or less to the south line of the Leavenworth and Topeka right of way; thence southeasterly along said right of way twenty one and 4/100 (21.04) chains, thence south parallel to the west line of said Quarter Section twenty two and 88/100 (22.88) chains, thence west twenty (20) chains more or less to the place of beginning, containing 52 acres more or less, Leavenworth County, Kansas.

Tract 7:

Beginning at a point 26.35 chains West of the Southeast corner of the southeast Quarter (SE 1/4) of Section ten (10), Township Ten (10), South, Range Twenty (20) East, thence north 5.78 chains, thence West 3.65 chains, thence North 37.23 chains more or less to the Leavenworth and Topeka right-of-way, thence northwesterly along said right-of-way, 10.34 chains to the West line of the Northeast Quarter (NE 1/4) of said section; thence South 5.72 chains to the northwest corner of the Southeast Quarter (SE 1/4); thence West 5.00 chains, thence South parallel to the West line of the Southwest Quarter (SW 1/4) 40.00 chains more or less to the south line of the Southwest Quarter (SW 1/4), thence east 18.65 chains to the place of beginning, containing 66.5 acres more or less, Leavenworth County, Kansas.

Tract 8:

Also beginning at a point 5.00 chains west of the southeast corner of the Southwest Quarter (SW 1/4) of Section Ten (10), Township Ten (10) South, Range Twenty (20) East, thence North parallel to the east line of the Southwest Quarter (SW 1/4) 40.00 chains more or less to the north line of said Quarter; thence west 15.00 chains; thence South 40.00 chains more or less to the South line of said Southwest Quarter (SW 1/4); thence East 15.00 chains more or less to the place of beginning, containing 60 acres more or less. Leavenworth County, Kansas

And subject to a reservation of One half the Oil and Gas Mineral rights. As of record. Also subject to any Oil Lease, Pipe-line, or Electric Line Easements now of record.

Tract 9:

Beginning at a point 5.72 chains north of the northwest corner of the Southeast Quarter (SE 1/4) of Section Ten (10), Township Ten (10), Range Twenty (20), said point of beginning being on the south line of the right of way of the Leavenworth and Topeka Railroad, running thence in a southeasterly direction along the south line of said railroad right of way 10.34 chains thence north to the center of the said railroad right of way, thence running northwesterly along the center line of said right of way to the quarter section line, at a point directly north of the place of beginning, thence South to the place of beginning, it being the intent and purpose to convey the south half of the abandoned right of way of the Leavenworth and Topeka Railroad abutting a certain tract of land conveyed in Warranty Deed recorded in Book 297 at Page 17 of the records of Leavenworth County, Kansas.

EXCEPT AND SUBJECT TO Easements, restrictions and reservations of record.

EASEMENT No. 1: A temporary exclusive construction easement eighty (80) feet in width being more particularly described as follows:

A strip of land 80 feet in width, being 40 feet on each side of the pipeline as constructed.

THIS TEMPORARY CONSTRUCTION EASEMENT SHALL BECOME NULL AND VOID AND TERMINATE AT THE CONCLUSION OF THE INITIAL CONSTRUCTION OF THE GAS FACILITIES IN THE EASEMENT AREA.

EASEMENT No. 2: A permanent perpetual exclusive right-of-way and easement thirty (30) feet in width being more particularly described as follows:
A strip of land 30 feet in width, being 15 feet on each side of the pipeline as constructed.

Grantee is hereby granted the right to enter upon Grantors' property for the purpose of installing, constructing, maintaining, replacing, repairing, cleaning, removing, and operating the Gas Facilities. Grantee shall have the right to cut and trim trees and shrubbery and remove same and all obstacles within the above easement and right of way areas.

The undersigned agree that the Gas Facilities located in the easement and right of way areas established herein shall remain the property of the Grantee, removable at the sole option of the Grantee, but no such removal shall be deemed an abandonment of any easement or right of way or of Grantee's exclusive rights herein. The permanent easement and right of way shall run with the land and bind the heirs, successors and assigns of the Grantors.

The undersigned covenant that they are the sole owners of the above described property and all mortgagees have consented to this Easement.

IN WITNESS WHEREOF, the undersigned Landowners and Grantors have set their hands this 16th day of September, 2005.

Reita A. Dorei Powell, Trustee
Reita A. Dorei Powell, Trustee

2005 SEP 20 11:14 AM
STACY R. JENSEN
REGISTER OF DEEDS

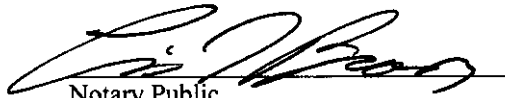
2005 SEP 20 11:14 AM

STACY R. JENSEN
REGISTER OF DEEDS

STATE OF Florida)
) SS:
COUNTY OF Volusia)

BE IT REMEMBERED, that on this 16th day of September, 2005, before me, the undersigned, a Notary Public, in and for the county and state aforesaid came Reita A. Dorci Powell, to me personally known to be the same persons who executed the above and foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year above written.


Notary Public

Term Expires:

CRAIG T. BROWN
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. JAN. 12, 2008
COMM. # DD280886



EIGHTH: The term for which this corporation is to exist is fifty (50) years.
IN TESTIMONY WHEREOF we have hereunto subscribed our names this twenty-seventh day of December, 1940.

Mrs. M.B. Baxter
W.F. Fuqua
Charles Heim
Herbert Harrod
Andrew Meinert
Walter Pennington
E.A. Robertson
Guy Baker
A.O. May
Miss Roena Higgins

Carl Wacker
Walter Denholm
Albert Malody
Elmer Hitzemann
George Van Gaasbeck
Walter Richter
Clarence Thompson
Kenneth Zacariah
R.D. Kimmel
R.W. May

ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF LEAVENWORTH SS

Personally appeared before me, EDWIN J. HOLMAN, a Notary Public, in and for the above named County and State, the following named persons:

Walter Pennington
George Van Gaasbeck
Walter Reichter
Clarence Thompson
E.A. Robertson
Guy Baker
Kenneth Zacariah
S.O. May
R.D. Kimmel
R.W. May

Miss Roena Higgins
Mrs. M.B. Baxter
W.F. Fuqua
Herbert Harrod
Charles Heim
Andrew Meinert
Carl Wacker
Walter Denholm
Albert Malody
Elmer Hitzemann

who are personally known to me and who duly acknowledged the execution of the above and foregoing instrument.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this 27th day of December, 1940
(Seal)

EDWIN J. HOLMAN Notary Public

My commission expires June 17, 1943
Approved by the Charter Board, this 8th day of January, 1941
Jay S. Parker Frank J. Ryan Elwood M. Brooks
Filed Jan 8, 1941 Frank J. Ryan, Secy. Of State

Recorded on Jan. 9, 1941 at 9:30 A.M. Michael R. Lonergan Register of Deeds

For and in consideration of the sum of One and no/100 (\$1.00) Dollar to us in hand paid, receipt of which is hereby acknowledged, Albert Wilkins and Leona Wilkins; John Orville Wilkins and Vivian Wilkins, his wife, do hereby grant, convey and warrant to McLaughlin Sons Company, its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, repair and remove a pipe line for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such dips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, over and through the following real estate in Leavenworth County, State of Kansas, to-wit: The Northeast Quarter of Section 15, township 10S, Range 20 East. Provided that in no event shall said McLaughlin Sons Company, in any of its said operations, have any right to disturb or damage any of the improvements located on said property, and provided further that said grantee shall pay reasonable damages to growing crops on said land occasioned by any of its operations.

Said pipe lines shall go across only one corner of said Property and shall be buried below plow depth. This grant is limited to only one pipeline, and no other operations shall be carried on on said property by grantee.

Executed this 4th day of January, 1941

Albert Wilkins, Leona V. Wilkins, John Orville Wilkins, Julian Wilkins

STATE OF CALIF. SS
SAN BERNARDINO COUNTY

OKLAHOMA-KANSAS FORM

Before me, a Notary Public in and for said County and State, on this 4th day of January 1941, personally appeared Albert Wilkins and Leona Wilkins, his wife and John Orville Wilkins and Vivian Wilkins, his wife to me personally known to be the identical and same person or persons who executed the within and foregoing instrument and duly acknowledged to me that they executed same as their free and voluntary act and deed for uses and purposes therein set forth.

My commission expires Nov. 14, 1944
(Notarial Seal)

Harold King Notary Public

Recorded January 9, 1941 at 9:32 A.M. Michael R. Lonergan Register of Deeds

SALE OF OIL AND GAS ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that Abner Fidler and Susie Fidler, his wife, of Leavenworth County, State of Kansas for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by John R. McLaughlin and William Edward Bradford, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered and by these presents do grant, sell, convey, assign, and deliver unto said Grantee an undivided One Half ($\frac{1}{2}$) interest in and to all of the oil, gas, and other minerals in and under, and that may be produced from the following described land situated in Leavenworth County, State of Kansas to-wit: East one half ($\frac{1}{2}$) of South West Quarter (S.W. $\frac{1}{4}$) Except one acre for school site of Section 35 Township 9 Range 20 containing 79 acres more or less, also North East Quarter (N.E. $\frac{1}{4}$) of North West Quarter (N.W. $\frac{1}{4}$) of Section 2 Township 10 Range 20. and containing in all one hundred nineteen acres (119A) more or less of Section--- Township---Range---containing---acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom; with the right at any time to remove any or all equipment in connection therewith.

Assignment transferred to Road 331 Page 339

RIGHT OF WAY AGREEMENT

In consideration of the sum of \$One & more, receipt of which is hereby acknowledged, and the payment to the undersigned before construction is started of the additional sum of \$1.00 per rod, the undersigned, their heirs and assigns, hereby grant to the Southwestern Bell Telephone Company, its associated and allied companies their respective successors, assigns, lessees, and agents a permanent right of way and easement one (1) rod in width across the following described land situated in the County of Leavenworth State of Kansas, owned by the grantors, to wit:

Township Ten(10) South, Range Twenty (20) East; 6th P.M.

Section 15: The Northeast Quarter; also,

Section 10: The Southwest Quarter and all that part of the West Half of the Northwest Quarter lying South of the old Railroad right-of-way and all of the Southeast Quarter.

with the right and privilege of constructing, reconstructing, operating, maintaining, and placing thereon and removing therefrom a communication system consisting of underground cable or cables, as grantee may from time to time require, together with manholes, markers, fixtures and other appurtenances thereto. The route of said right of way and easement shall be selected by the grantee and after the installation of the first cable or cables the South & West boundary of said right of way and easement shall be a line parallel to said cable or cables and three feet South&West thereof.

Said cable or cables and all appurtenances thereto shall be placed so as not to interfere with the ordinary cultivation of said land.

Grantee shall have the right to trim, remove, cut down, and keep cut down trees, brush, stumps, and roots on and within eight feet on each side of said one-rod easement located on said described land or the roads, streets, or highways adjoining, and the right of ingress and egress over and across said land, together with the right to install gates in any fences crossing said strip.

Without written consent of the grantee, no transmission line, pipe line, or other structure or obstruction will be permitted on said land which interferes or might interfere with grantee's service or endanger its cables or lines; nor shall any excavation be made by the grantor, their heirs or assigns, on the right of way used by grantee; and no structure will be erected or permitted on said one-rod right of way and easement.

The grantor, their heirs or assigns, shall be entitled to recover from the grantee the reasonable amount of any damage caused to crops, fences or livestock by the grantee or its employees in the construction, reconstruction, operation, maintenance or removal of said communication system.

Signed and sealed this 28th day of March, 1977, at McLouth, Kansas

Witness:

STATE OF KANSAS
COUNTY OF LEAVENWORTH
1977 MAR 28 1 55

William R. Dorei
William R. Dorei

1977 MAR 28 1 45

Reta A. Dorei
Reta A. Dorei
(Land Owner)

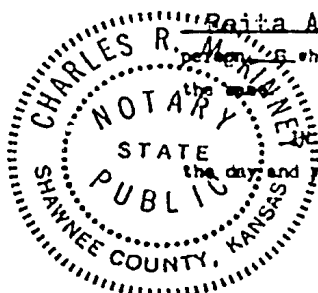
STATE OF KANSAS
COUNTY OF Leavenworth

DEP.

BE IT REMEMBERED, that on this 28th day of March, A.D. 1977 before me, the undersigned, a Notary Public in and for the County and State aforesaid, case William R. Dorei and Reta A. Dorei, his wife who are personally known to me to be the same persons who executed the within instrument of writing and such person S duly acknowledged the execution of

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

BOOK 526 PAGE 1712



Charles R. McKinney
State Notary Public Charles R. McKinney
Term expires July 1st, 1978

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Arthur S. Peck
hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water District
No. 9, Leavenworth Co., Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

water lines and appurtenances thereto
over and across the following land owned by Grantor in Leavenworth County, State of Kansas

Northeast Quarter of Section 15, Township 10, Range 20

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 30 feet in width, the center line thereof to be located across said land as follows:

The center line shall follow the location of the water lines as laid

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 2nd day of Sept.
19 72.

Arthur S. Peck
Arthur S. Peck

STATE OF KANSAS

SS:

COUNTY OF Wyandotte

BE IT REMEMBERED, that on this 2nd day of September, 19 72, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came Arthur S. Peck,
who is personally known to me to be the same person who executed the within instrument of writing and
such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

VICKI PARRA
NOTARY PUBLIC

My commission expires:

WYANDOTTE
My Commission Expires

Vicki Parra
Notary Public
VICKI PARRA
NOTARY PUBLIC
WYANDOTTE COUNTY, KANSAS
My Commission Expires Jan. 26, 1976

The undersigned hereby consents to the granting of the above easement.

STATE OF KANSAS }
LEAVENWORTH COUNTY } ss.
Filed for record on

NOV 10 1972

ATTEST:

at 8:38 o'clock A.M.
and recorded in Book 504 page 1807
Dora J. Bramer
Register of

by *W. J. Clark*
CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came _____, President of _____, a corporation duly organized, incorporated and existing under and by virtue of the laws _____ and _____ Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to be the same persons who executed as such officers, the within Consent to Easement on behalf of said corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KANSAS

SS:

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came _____, who _____ personally known to me to be the same person _____ who executed the within Consent to Easement and such person _____ duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Notary Public

My commission expires: _____

Lawyers Title of Kansas, Inc.
913-682-3368

CN: 49488

DEED-KANSAS WARRANTY (Statutory)

THE GRANTORS,

Richard Dorei and Carolee Dorei, husband and wife

CONVEY AND WARRANT to

Home Bridge Real Estate LLC, a California Limited Liability Company

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, for the sum of One Dollar and Other Valuable Consideration, the following described real estate:

The North 1900 feet of the West 375 feet of said Northeast Quarter, Section 15, Township 10 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

(Subject to easements, restrictions, and reservations of record, and all taxes and assessments that may be levied, imposed, or become payable hereafter.)

Dated this ____ day of _____ A.D. 20 ____

Richard Dorei

Carolee Dorei

STATE OF KANSAS, COUNTY OF LEAVENWORTH

This instrument was acknowledged before me on this ____ day of _____, 20 ____ by:

Richard Dorei and Carolee Dorei, husband and wife

My appointment expires:

Notary Public



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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 EXTRACTIONAL 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.

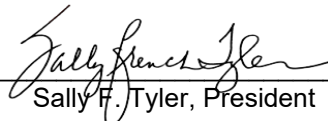
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Issuing Agent:
Lawyers Title of Kansas, Inc.

By: 
Sally F. Tyler, President


By: _____
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American 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.

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**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:

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- 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.

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11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE SCHEDULE A

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

Issuing Agent: Lawyers Title of Kansas, Inc.

Issuing Office: 121 Express Lane, Suite A Lansing, KS 66043

Issuing Office's ALTA® Registry ID: 1147908

Loan ID Number:

Issuing Office File Number: Order ID 79613

Property Address: 0 Fairmount Rd McLouth, KS 66054

Revision Number: N/A

1. Commitment Date: **12/24/2025 07:00 AM**
2. Policy to be issued:
 - (a) **2021 ALTA® Owner's Policy:**
Proposed Insured: Home Bridge Real Estate LLC, a California Limited Liability Company
Proposed Amount of Insurance: \$95,000.00
The estate or interest to be insured: Fee Title
 - (b) **2021 ALTA® Loan Policy:**
Proposed Insured: Elmcrest Capital, LLC
Proposed Amount of Insurance: \$85,000.00
The estate or interest to be insured: Fee Title
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:
Richard Dorei and Carolee Dorei
5. The Land is described as follows: **See Next Page Schedule A for Legal Description**

LAWYERS TITLE OF KANSAS, INC.

By: _____

Authorized Signatory

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LTK Order ID 79613

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A
Legal Description

The North 1900 feet of the West 375 feet of said Northeast Quarter, Section 15, Township 10 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

[The following is/are the last document(s) transferring title of record and are provided for informational purposes only:

Trustee's Deed dated August 8, 2007, executed by Reita A. Dorei Powell, Trustee of the Reita A. Dorei Powell Revocable Trust Agreement UTD November 9, 2000, to Richard Dorei and Carolee Dorei, as Joint Tenants, filed August 8, 2007 at 4:30 PM, and recorded in Document No. 2007R05251.]

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SCHEDULE B, PART I 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.**
5. **In the event that the subject property is subject to a Homeowners Association which collects dues or other assessments, furnish proof that said sums are paid.**
6. **Require payment of the real estate taxes and any special assessments due and payable therewith for the last half of the year 2025.**

2025 Real Estate Taxes: \$133.00

ID Number - 14703; CAMA: 135-15-0-00-00-001.00-0

(The above tax data is provided as a courtesy only, and no liability is assumed by the title company for providing the tax amount. Prior to closing this transaction, a check must be made at the office of the County Clerk to verify that the Identification Number, legal description, general taxes and special assessments are correct and complete.)

7. **Furnish the Company a properly executed Sellers/Owners Affidavit and Indemnity Form.**
8. **Furnish Warranty Deed properly executed by Richard Dorei and Carolee Dorei, husband and wife, to Home Bridge Real Estate LLC, a California Limited Liability Company; together with Kansas real estate sales validation questionnaire fully completed and signed to accompany said Deed.**
9. **Furnish Mortgage properly executed by the sole member(s) or manager(s) of Home Bridge Real Estate LLC, a California Limited Liability Company, to Elmcrest Capital, LLC, in the amount shown on Schedule A.**

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SCHEDULE B, PART II Exceptions

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. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the Public Records.
4. Any encumbrance, violation, variation or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments, if any, not shown as existing liens by the Public Records; also taxes and assessments for the year 2026 and subsequent years.
7. Right of Way granted to McLaughlin Sons Company, filed January 9, 1941, recorded in Book 331 Page 248.
8. Right of Way Easement granted to Rural Water District No. 9, Leavenworth Co., Kansas, for water lines and appurtenances thereto, recorded in Book 504 Page 1807.
9. Right of Way Agreement by and between William R. Dorei and Reita A. Dorei and Southwestern Bell Telephone Company, filed April 1, 1977, recorded in Book 526 Page 1712.
10. Oil and Gas Leases of record and any assignments thereof to include, but not limited to:

Oil and Gas Lease granted to Fairway Petroleum Inc., recorded in Book 617 Page 1969.

11. Easement granted to West McLouth Storage, Inc., filed September 20, 2005, recorded in Book 962 Page 2790.

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12. Rights of others in and to the use of the waters of creek/stream and the natural flow thereof.
13. Rights of others entitled to the continued uninterrupted flow of the creek/stream without diminution or pollution.
14. Rights of tenants under any unrecorded leases.
15. Public Roads and Highways.

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