

SCHEDULE A

ALTA Commitment

FILE NO.: 183302

1. Commitment Date: January 8, 2018, at 8:00 am

2. Policy to be Issued:

(a) 2006 ALTA Owner's Policy
Proposed Insured: TBD
Proposed Policy Amount:

(b) 2006 ALTA Loan Policy
Proposed Insured: TBD
Proposed Policy Amount:

(c) _____ ALTA@ _____ Policy
Proposed Insured: _____
Proposed Policy Amount: _____

3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

DAVIDSON OIL LUBRICANTS, L.P.

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Issued through the Office of:

HIGH PLAINS TITLE, LLC
107 GUNSMOKE, P. O. BOX 878
DODGE CITY, KANSAS 67801

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signature  MITCH L. LITTLE

By

Attest


President
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

EXHIBIT "A"

TRACT 1:

A tract in the Southwest 1/4 of Section 4, Township 26 South, Range 10 West of the 6th P.M., Reno County, Kansas, more particularly described as follows: Commencing at the intersection of the East line of Main Street in North Turon, Kansas, with the South line of Kansas State Highway 61; thence South along the East line of Main Street 30.0 feet for a place of beginning; thence continuing South along the East line of Main Street 64.0 feet; thence with a deflection angle 89 degrees 59'20" left - East parallel with the South line of said Southwest 1/4, 300.0 feet; thence with a deflection angle 90 degrees 00'40" left - North parallel with the East line of Main Street 269.36 feet to the South right of way of Kansas State Highway 61; thence with a deflection angle of 120 degrees 17'50" left - Southwest along the South right of way of Kansas State Highway 61, 231.64 feet; thence with a deflection angle 59 degrees 42'10" left - South parallel with the East line of Main Street 88.45 feet; thence with a deflection angle 90 degrees 99'40" right - West parallel with the South line of said Southwest 1/4 100.0 feet to the place of beginning; and

TRACT 2:

A tract in the Southwest 1/4 of Section 4, Township 26 South, Range 10 West of the 6th P.M., Reno County, Kansas, described as follows: Beginning at the Southeast right of way intersection of Highway 61 and Main Street; thence South 30 feet; thence East 100 feet; thence North to the South line of Highway 61; thence Southwest along said line to the point of beginning;

Schedule B-I

ALTA Commitment

Requirements

FILE NO.: 183302

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. Execute and record proper WARRANTY DEED executed by Davidson Oil Lubricants, L.P. to TBD.
(Real Estate Sales Validation Questionnaire must accompany said Deed.)
6. Furnish company with Resolutions by Board of Directors of Davidson Oil Lubricants, L.P., authorizing the execution and delivery of all instruments necessary for the consummation of this transaction, signed by the proper officers.

Along with a copy of Certificate of Good Standing filed with the State of Kansas.
7. Furnish company with properly executed Affidavits in order to receive Mechanic Lien and Survey Coverage on the Mortgage Policy to be issued.
8. The right is reserved to make any additional requirements and/or exceptions.

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Schedule B-II

ALTA Commitment

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Taxes and special assessments for 2018 and subsequent years, not yet due and payable.
(For Information Only: Tax I.D.#DAV100630 2017 Tax Amount - \$2,220.12)
3. Except and subject to rights of way and easements for roadways, streets, highways and railways.
4. This policy does not insure against loss or damage as a result of the denial or impairment of access over the existing roadways and railways to the insured premises.
5. The square footage or acreage shown on Schedule "A" is neither insured nor guaranteed, but shown for description only.
6. Except and subject to any mineral rights, interest and reservations of record, if any, including Oil and Gas Leases, Assignments, Memorandum's, and interest of record, if any, regarding minerals whatsoever, and all other matters thereto.
7. Except and subject to railroad rights of way, switch tracts, spur tracts, electric and telephone transmission lines; and to include any and all wind, wind towers and easements; and all other easements, if any over the premises.
8. Except and subject to any portion of the property within any public road.
9. Except and subject to any interest outstanding of record, in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases, easements, memorandum's and ratifications.
10. Including and subject to any Wind, Memorandum's, Easements, Amendments, Ratification, and or Development Plans.
11. Except and subject to any unrecorded Farm Leases and Water Certificates located upon subject property, if any.
12. Except and subject GRANT OF RIGHT OF WAY AND/OR EASEMENT dated November 2, 1955, filed September 8, 1970 at 1:25 P.M., Recorded in Book 144 at page 200, executed by Mrs. H.A. Dimmitt and City of Turon, regarding a Sanitary Sewer Line.

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