

SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:

Second Creek Holdings LLC
c/o Gateway American Resources LLC
9033 East Easter Place, Suite 112
Centennial, CO 80112
Attention: Joel Farkas

Property Appraiser's Parcel ID# _____
(FOR INFORMATIONAL PURPOSES ONLY)

SPECIAL WARRANTY DEED Doc Fee: \$581.25

FOR VALUABLE CONSIDERATION, including, without limitation, the sum of **TEN AND NO/100 DOLLARS (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, **SECOND CREEK LB INVESTORS SPV, LLC ("Grantor")**, a Delaware limited liability company, with an address 9033 East Easter Place, Suite 112, Centennial, CO 80112, hereby grants, bargains, sells, and conveys unto **SECOND CREEK HOLDINGS LLC, a Colorado limited liability company ("Grantee")**, with an address at 9033 East Easter Place, Suite 112, Centennial, CO 80112, and Grantee's successors, heirs, and assigns forever, all of Grantor's right, title and interest in and to the following described real property (the "Property") situated in the County of Adams and State of Colorado:

**SEE EXHIBIT A
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF**

TOGETHER with all reversions, remainders, easements, rights-of-way, development rights, appurtenances, hereditaments and water or mineral rights appertaining to or otherwise benefiting or used in connection thereof, if any; and all of Grantor's right, title and interest in and to any strips of land, streets and alleys abutting or adjoining such Property, if any; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above-bargained Property with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the Property against all acts of Grantor and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to taxes for the year of closing, a lien not yet due or payable, and those items listed on Exhibit B to this Special Warranty Deed.



SIGNATURES APPEAR ON NEXT PAGE

FD 47 6068

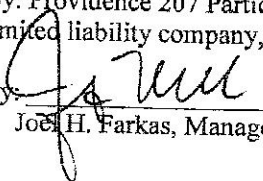
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on
this 9 day of December, 2016.

GRANTOR:

SECOND CREEK LB INVESTORS SPV, LLC,
a Delaware limited liability company

By: PCCP JCB WESTERN HOLDINGS, LLC,
a Delaware limited liability company,
its Managing Member

By: Providence 207 Participants LLC, a Colorado
limited liability company, its Co-Managing Member

By: 
Joel H. Farkas, Manager

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of December, 2016, by Joel H. Farkas, as Manager of Providence 207 Participants LLC, in its capacity as Co-Managing Member of PCCP JCB WESTERN HOLDINGS, LLC as Managing Member of SECOND CREEK LB INVESTORS SPV, LLC, on its behalf.

My commission expires:

Witness my hand and official seal.

(S E A L)

Notary Public


Susan W. Manrow, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On Dec. 9, 2014

before me,

Susan W. Manrow, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

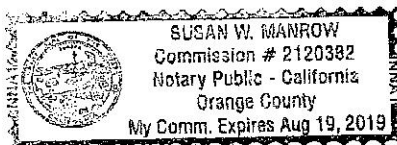
Joel H. Farkas

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Susan W. Manrow

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Special Warranty Deed

Document Date:

12/9/14

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: Manager

Signer Is Representing: Providence 207

Participants, LLC

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**EXHIBIT A TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS,
STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 1 through 14, inclusive, Block 1,
Lots 1 through 10, inclusive, Block 2,
Lots 1 through 14, inclusive, Block 3,
Lots 1 through 32, inclusive, Block 4,
Lots 1 through 32, inclusive, Block 5,
Lots 1 through 14, inclusive, Block 6,
Lots 1 through 7, inclusive, Block 7,
Lots 1 through 49, inclusive, Block 8,
Lots 1 through 25, inclusive, Block 9,
Lots 1 through 7, inclusive, Block 10,
Lots 1 through 11, inclusive, Block 11,
Lots 1 through 20, inclusive, Block 12,
Lots 1 through 20, inclusive, Block 13,
Lots 1 through 42, inclusive, Block 14,
Lots 1 through 18, inclusive, Block 15,
Lots 1 through 18, inclusive, Block 16,
Tracts D, E, G, H, J through N, inclusive, and P through X, inclusive
Second Creek Farm Filing No. 1,
City of Commerce City, County of Adams, State of Colorado.

Parcel Two:

Lots 1 through 46, inclusive, Block 1,
Lots 1 through 16, inclusive, Block 2,
Lots 1 through 10, inclusive, Block 3,
Lots 1 through 25, inclusive, Block 4,
Lots 1 through 12, inclusive, Block 5,
Lots 1 through 7, inclusive, Block 6,
Lots 1 through 15, inclusive, Block 7,
Lots 1 through 30, inclusive, Block 8,
Lots 1 through 8, inclusive, Block 9,
Lots 1 through 10, inclusive, Block 10,
Lots 1 through 21, inclusive, Block 11,
Lots 1 through 18, inclusive, Block 12,
Lots 1 through 28, inclusive, Block 13,
Lots 1 through 48, inclusive, Block 14,
Lots 1 through 22, inclusive, Block 15,
Lots 1 through 14, inclusive, Block 16,
Lots 1 through 14, inclusive, Block 17,
Lots 1 through 14, inclusive, Block 18,
Lots 1 through 27, inclusive, Block 19,
Lots 1 through 15, inclusive, Block 20,

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Lots 1 through 12, inclusive, Block 21,
Lots 1 through 23, inclusive, Block 22,
Lots 1 through 14, inclusive, Block 23,
Lots 1 through 18, inclusive, Block 24,
Lots 1 through 28, inclusive, Block 25,
Lots 1 through 25, inclusive, Block 26,
Lots 1 through 6, inclusive, Block 27,
Lots 1 through 49, inclusive, Block 28,
Lots 1 through 17, inclusive, Block 29,
Lots 1 through 8, inclusive, Block 30,
Tracts A through H, inclusive, J through N, inclusive, P through HH, inclusive and JJ through
MM, inclusive, Second Creek Farm Filing No. 2,

City of Commerce City, County of Adams, State of Colorado

**EXHIBIT B TO SPECIAL WARRANTY DEED
PERMITTED EXCEPTIONS**

Reservations contained in the Patent

From: The United States of America
To: Daniel W. Glaze
Recording Date: April 11, 1892
Recording No: Book 771 at Page 76 (Affecting the NE1/4 of Section 28, Township
2S, Range
66 West) and in the Patent to Myra Butler recorded April 10, 1909 in
Book 25 at
Page 342 (Affecting the SE1/4 of Section 28)

(Affects Parcel One)

Which among other things recites
as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

Reservations by the Union Pacific Land Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

Recording
February 16, 1909

Date:

Recording No.: Book 25 at Page 213

Note: As further affected by the following instruments:

Quit Claim to the Union Pacific Land Resources Corporation recorded April 14, 1971 in Book 1684 at

Page 281.

Mineral Deed to Champlin Petroleum Company recorded December 17, 1971 in Book 1765 at Page 371; Request for Notification of Surface Development recorded May 20, 2002 at Reception No. C0971561; Request for Notification of Pending Surface Development recorded August 7, 2007 at Reception No.

2007000076064

(Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

Right of way for an undisclosed purpose granted to Wilber Hubbard and Glen Bostwick in the Deed recorded July 16, 1923 in Book 101 at Page 561.
(Affects portion of Parcel One lying in Section 28)

An oil and gas lease from Champlin Petroleum Company to Amoco Production Company for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: December 22, 1971
Recording No: Book 1767 at Page 180

Note: As further affected by the following instruments:

Ratification of Lease recorded December 10, 1990 in Book 3735 at Page 147;
Notice of Oil and Gas Interests and Surface Use recorded June 11, 2001 at Reception No. C0812000; Partial Assignment of Oil and Gas Leases recorded July 26, 2005 at Reception No. 20050726000786150; Surface Use Agreement recorded October 25, 2005 at Reception No. 20051025001172160.
Partial Release recorded October 14, 2005 at Reception No. 20051014001132970. (Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

document: Granted to: Panhandle Eastern Pipe Line Company
Purpose: pipelines
Recording Date: May 27,
1980- Recording No: Book 2459
at Page 86 (Affects the Northerly
portion of Parcel Two)

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

document: Granted to: Panhandle Eastern Pipe Line Company
Purpose: pipelines
Recording Date: September 17, 1981
Recording No: Book 2587 at
Page 198 (Affects Parcel Two)

Terms, conditions, provisions, agreements and obligations contained in the Notice of General description of Area Served by Panhandle Eastern Pipeline Company Concerning Underground Facilities pursuant to C.R.S. SEC. 9-1.5-103 as set forth below:

Recording Date: November 30, 1981
Recording No.: Book 2603 at Page 785 and recorded July 25, 1986 in Book 3162 at
Page 961 (Affects Parcels One and Two)

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a
document:

Granted to: Panhandle Eastern pipeline company
Purpose: pipelines
Recording Date: December 10, 1981
Recording No: Book 2606 at Page 323
(Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21)

Subject to the rights and burdens as imposed in the Deed from L.C. Fulenwider, Inc. to Van Schaack Holdings, Lt. recorded February 5, 1991 in Book 3749 at Page 9.

Affects Parcels One and Two

Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Partition Agreement as set forth below:

Recording Date: February 5, 1991
Recording No.: Book 3749 at Page 34
Affects Parcels One and Two

Note: Partial Release recorded June 15, 1995 in Book 4530 at Page 588

Terms, conditions, provisions, agreements and obligations contained in the Second Creek South Preliminary P.U.D. Plan as set forth below:

Recording Date: June 20, 1995
Recording No.: Reception No. C0082605
Affects the portion of Parcel One lying in Section 28.

The effect of the inclusion of said land into the E-470 Public Highway Authority, as set forth in the instrument recorded December 19, 1995 in Book 4646 at Page 979.
Affects Parcels One and Two

Terms, conditions, provisions, agreements and obligations contained in the Covenants and Easements Agreement as set forth below:

Recording Date: July 2, 1997
Recording No.: Book 5043 at Page 998
Affects the portion of Parcel One lying in Section 28

An oil and gas lease from Union Pacific Resources Company to United States Exploration, Inc. for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: May 26, 1998
Recording No.: Book 5342 at Page 327
Affects Parcels One and Two

Note: As further affected by the following instruments:
Affidavit of Production recorded December 4, 2000 in Book 6344 at Page 488
Partial Release recorded November 6, 2001 at Reception No. C0882694

Surface Use Agreement recorded October 25, 2005 at Reception No. 20051025001172160
Assignment of Royalty interests recorded March 16, 2010 at Reception No. 2010000017044
Amended Assignment of Royalty Interests recorded May 17, 2010 at Reception No. 2010000032469

Terms, conditions, provisions, agreements and obligations contained in the Grant of Easement and Agreement as set forth below:

Recording Date: November 22, 1999
Recording No.: Book 5959 at Page 529 and recorded March 2, 2000 in Book 6051 at Page 74
Affects Parcels One and Two

Any tax, lien, fee, or assessment by reason of inclusion of the Land in the South Adams County Fire Protection District, as evidenced by instrument(s) recorded June 15, 2001 at Reception No. C0814831 and recorded December 15, 2006 at Reception No. 2006001010799, Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21.

Terms, conditions, provisions, agreements and obligations contained in the Master Right of Way Agreement as set forth below:

Recording Date: January 14, 2003
Recording No.: Reception No. 3023841 of the Weld County records
Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21

Terms, conditions, provisions, agreements and obligations contained in the Master Right of Way Agreement as set forth below:

Recording Date: January 14, 2003
Recording No.: Reception No. 3023845 of the Weld County records
Affects Parcel Two and the Northerly portion of Parcel One lying within Section 21

Terms, conditions, provisions, agreements and obligations contained in the Second Creek Farm PUD Zone Document as set forth below:

Recording Date: December 22, 2004
Recording No.: Reception No. 20041222001302870

Affects Parcels One and Two

Restrictions as evidenced in the instrument recorded February 10, 2005 at Reception No. 20050210000140700.

Affects Parcels One and Two

Subject to Notes numbered 3, 6, 7, 8, 9, 11, 12, 14 and 15, and the easements for utilities, sanitary sewer, HOA, water lines, all as shown on the plat for Second Creek Farm Filing No. 1 recorded September 30, 2005 at Reception No. 20050930001070140. Affects Parcel One

Terms, conditions, provisions, agreements and obligations contained in the Developer's Agreement Second Creek Farms Filing #1 as set forth below:

Recording Date: December 5, 2005
Recording No.: Reception No. 20051205001328670 and re-recorded February 21, 2006 at

Reception No.
20060221000169710

Affects Parcel One

Terms, conditions, provisions, agreements and obligations contained in the Surface Use Agreement as set forth below:

Recording Date: December 9, 2005
Recording No.: Reception No. 20051209001354260
Affects Parcels One and Two

Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Second Creek Farm Metropolitan District No. 2, as evidenced by instrument(s) recorded March 27, 2006 at Reception No. 20060327000304550

Affects Parcel One

Note: Special District Public Disclosure Document recorded December 23, 2014 at Reception No. 2014000089980.

Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Second Creek Farm Metropolitan District No. 1, as evidenced by instrument(s) recorded March 27, 2006 at Reception No. 20060327000304560

Affects Tracts D, E and G, of Parcel One.

Note: Special District Public Disclosure Document recorded December 23, 2014 at Reception No. 2014000089980.

Terms, conditions, provisions, agreements and obligations contained in the Developer's Agreement as set forth below:

Recording Date: April 28, 2006
Recording No.: Reception No. 20060428000434690
Affects Parcel Two

Subject to notes numbered 3, 6, 7, 8, 9, 11, and 14, and the easements for utilities, drainage, HOA, and gas lines, all as shown on the plat for Second Creek Farm Filing No. 2 recorded April 28, 2006 at Reception No. 20060428000434700.
Affects Parcel Two

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Excepting the mineral rights contained in the Mineral Deed, Conveyance, Assignment, and Bill of Sale to iMinerals, LLC, recorded December 3, 2014 at Reception No. 2014000084716.

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 000.SCCCC0.04
Dated: November 23, 2015
Prepared by: Manhard consulting
Matters shown: A. The existence of a dirt road that runs Southerly from East 96th Avenue through Tract E as shown on Sheet 52, to the well sites shown on Sheet 49.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the City of Commerce City
Purpose: utilities
Recording Date: July 7, 2016
Recording No: Reception No. 2016000054105

Affects various Tracts in both Parcels One and Two

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

Document:

Granted to: the City of Commerce City
Purpose: slope and drainage
Recording Date: July 18, 2016
Recording No: Reception No. 2016000057045

Affects various Tracts in Parcel Two.