

65402091DL

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

THAT **Frank E. Everett, III, d.b.a. Everett Properties**, with an office located at 10801 Main Street, Suite 200, Bellevue, WA 98004-6366, (hereinafter referred to as "**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by:

UNIFLIGHT, LLC, a Delaware limited liability company,

with an office located at 2617 Aviation Parkway, Grand Prairie, Texas 75052 (hereinafter referred to as "**Grantee**", whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property located in Tarrant County, Texas, and being more particularly described upon Attachment "1" attached hereto and made a part hereof (the "**Property**").

This conveyance is made by Grantor and accepted by Grantee subject to (i) the rights and of other parties with respect to the Permitted Encumbrances described on Attachment "2" attached hereto and incorporated herein for all purposes to the extent that the same are valid, in effect and relate to the Property and, further, Grantee assumes the obligations, if any, of Grantor thereunder and (ii) the reservation by Grantor for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil, gas and other minerals that are in and under the Property and may be produced from it (all of which oil, gas and other mineral interests are excluded from the definition of "**Property**"); provided, however, that Grantor RELEASES, WAIVES, TRANSFERS, ASSIGNS, AND CONVEYS to Grantee all rights of ingress and egress over the surface of the for the purpose of mining or producing such oil, gas and other minerals; it being specifically agreed no operation relating to such mineral reservation will be conducted on the surface of the Property than exploration activities. Notwithstanding anything to the contrary, nothing herein shall be as prohibiting or restricting Grantor and Grantor's successors and assigns from (i) using the surface of any lands other than the Property for activities related to the development or production of the oil, gas, and other minerals in and under the Property, or (ii) exploring, developing or producing the oil, gas, other minerals in and under the Property by pooling or by directional or horizontal drilling under the Property from well or mine sites located on lands other than the Property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee, its successors and assigns FOREVER. Grantor does hereby bind himself, his heirs and assigns, TO WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the provisions stated above.

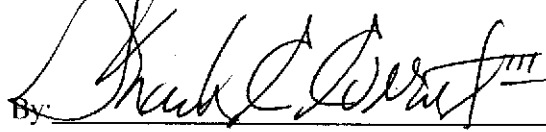
Reference is hereby made to that certain Purchase & Sale Agreement by and between Grantor, as Seller and Grantee, as Purchaser dated as of November 4, 2014, and the provisions of Section 4 thereof which state that Property is to be conveyed to Grantee in "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS (INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL FAULTS AND DEFECTS), AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED".

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any title or rights asserted by anyone, including, but not limited to persons, corporation, governments, or other entities to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interest of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above-described property.

When this Deed is executed by more than one person, or when the Grantee is more than person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean and assigns." Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the 9th day of December, 2015.

Frank E. Everett, III, d.b.a. Everett Properties

By 

Frank E. Everett, III

Grantee's Mailing Address: c/o
Uniflight, LLC
2167 Aviation Pkwy
Grand Prairie, TX 75052
Attn: President

STATE OF WASHINGTON)

: ss.:

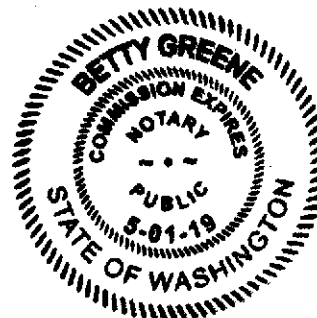
COUNTY OF KING)

On the 9th day of December, 2015, before me, the undersigned, a notary public in and for said state, personally appeared Frank E. Everett, III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.



Notary Public

[SEAL]



Attachment 1 to Special Warranty Deed Legal

Description

BEING LOT 5R, SECTION I, AIRPORT INDUSTRIAL PARK, an addition to the City of Grand Prairie, Texas according to the plat thereof recorded in Volume 388-212, Page 97, Plat Records of Tarrant County, Texas.

Attachment 2 to Special Warranty Deed Legal

[PERMITTED ENCUMBRANCES]

- a. 25 foot building line across the West side of the lot, per the recorded plat.
- b. 7.5 foot utility easement across the East side of the lot, per the recorded plat.
- c. 8 foot drainage easement across the South side of the lot, per the recorded plat.
- d. Easement granted by Commonwealth Investors I, Limited to Texas Electric Service Company, a division of Texas Utilities Electric Company, dated February 2, 1988, filed February 19, 1988, recorded in Volume 9195, Page 2065, Official Public Records, Tarrant County, Texas.
- e. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated June 16, 2009, by and between Frank E. Everett III, d/b/a Everett Properties, as Lessor, and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as Lessee, as evidenced by Memorandum of Paid-Up Oil and Gas Lease filed July 20, 2009, under County Clerk's Document No. D209180003, of the Official Public Records of Tarrant County, Texas. Reference to which instrument is here made for particulars. Declaration of Pooled Unit, Airfield Unit, executed by Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, dated May 27, 2009, filed February 4, 2010, under County Clerk's Document No. D210026312, of the Official Public Records of Tarrant County, Texas; as amended by instruments filed March 8, 2011, under County Clerk's Document No. D211054673, and November 8, 2012, under County Clerk's Document No. D212276006, of the Official Public Records of Tarrant County, Texas. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).