



Dealer Services Agreement

This Agreement ("Agreement") is made and effective on January 15, 2015 by and between RoboFlight Systems, LLC, a Colorado limited liability company ("RoboFlight"), and Midwest Aerial Technologies, LLC ("Dealer"). RoboFlight and Dealer are sometimes referred to individually herein as a "party" or collectively as the "parties."

WHEREAS, Dealer now desires to enter into this Agreement for the provision of certain services by RoboFlight to Dealer, which services are described on Schedule A attached hereto (the "Services");

WHEREAS, Dealer shall operate and utilize RoboFlight's Services in the geographic area described on Schedule B attached hereto (the "Territory"); and

WHEREAS, Dealer intends to utilize the Services in the Territory in order to obtain detailed data processing and analysis to help Dealer or Dealer's end user reduce costs, protect and increase yields, and reduce negative impacts on the environment.

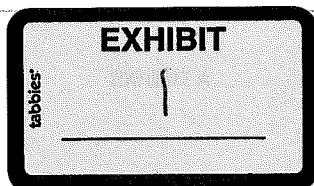
NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Dealer Obligations.

a. Operational. Dealer shall timely deliver to RoboFlight all imagery, data and any other information reasonably necessary for RoboFlight to provide the Services, in such form and format as required by RoboFlight. At all times, Dealer shall satisfy the minimum requirements of RoboFlight vendors, which are described on Schedule C attached hereto (the "Minimum Requirements").

b. General. During the Term and within the Territory, (a) Dealer shall use best efforts to promote RoboFlight and RoboFlight's products and services, and to maximize the number of acres to be analyzed by RoboFlight within the Territory; (b) Dealer shall assist RoboFlight in providing reasonable support to Dealer's end users; (c) Dealer shall perform sales related activities of RoboFlight Services to help generate goodwill and improve the reputation and market share of RoboFlight within the Territory; (d) Dealer shall devote adequate time and effort to perform its obligations under this Agreement; and (e) Dealer shall timely provide to RoboFlight accurate case study data, as necessary to enable RoboFlight to generate artwork based on the data.

c. Representations and Warranties (a) Dealer has full and complete power and authority to enter into this Agreement; (b) Dealer's performance of this Agreement, including but not limited to the collection and provision of any data, including the Data, to RoboFlight does not and shall not violate any applicable law, rule, regulation, or contract with a third party, in any domestic or foreign jurisdiction; and (c) Dealer has all necessary rights, permissions, power and authority (including but not limited to any requisite license, permit or approval from any applicable private individual, business entity, or governmental authority in any applicable jurisdiction, including but not limited to the Territory) to capture, collect, provide or otherwise make available the Data to RoboFlight (d) Dealer shall maintain all appropriate levels of insurance required for the services performed by Dealer as contemplated pursuant to this Agreement.



2. RoboFlight Obligations.

Upon receipt from Dealer of the data referenced in Section 1(a) above, RoboFlight shall process such data and return to Dealer the Services deliverables (as described on Schedule A hereto) on the next day, provided that there shall be no charge to Dealer for any such deliverables returned to Dealer on or after the third day following receipt of such data from Dealer. RoboFlight shall provide reasonable assistance to Dealer to promote RoboFlight Services in the Territory, which may include presence at trade shows, product presentations, sales calls, site visits, electronic artwork, demonstrations, or other marketing activities, with the extent of such activities and assistance being within the sole discretion of RoboFlight. In addition to the foregoing, RoboFlight agrees that it will hold annual meetings of its dealers to discuss efficiencies, new product development, and customer feedback. RoboFlight hereby disclaims all implied warranties at law, including the implied warranty of merchantability and fitness for a particular purpose.

3. Exclusivity.

RoboFlight hereby designates Dealer as its exclusive RoboFlight Services provider within the Territory, and Dealer hereby agrees to exclusively provide RoboFlight's Services to its customers within the Territory and to not advertise, solicit, offer or provide any competitive products or services in the Territory. Dealer shall promptly submit to RoboFlight, for RoboFlight's attention and handling, all inquiries received by Dealer from customers or prospective customers outside the Territory. RoboFlight reserves the right to solicit orders directly from and sell directly to any end users or other customers within the Territory for any services not set forth on Schedule A.

4. Payment.

a. Pricing. In consideration of the provision of Services by RoboFlight to Dealer, Dealer shall pay to RoboFlight an amount in accordance with Schedule D (the "Payment").

b. Time of Payment. RoboFlight shall issue an invoice to Dealer promptly after RoboFlight processes Dealer's acreage. RoboFlight shall issue a statement of accounts payable at the end of each month in which any Services are performed by RoboFlight. Dealer shall render payment on such statement on the fifteenth (15th) day of the following month. All late payments shall be subject to an 18% per annum interest rate, plus any costs of collection, including reasonable attorneys' fees.

5. Intellectual Property.

a. License to Use RoboFlight Name and Marks. RoboFlight hereby grants to Dealer, for the Term of this Agreement, a revocable, non-exclusive, limited license to use RoboFlight's name and marks only in connection with the Services or Dealer's own sales, marketing, promotion, or solicitation of business. Dealer acknowledges and agrees that it: (i) is prohibited from using RoboFlight's name or marks in any other fashion and/or for any other purpose; (ii) has no right to create or adopt derivative names or marks or confusingly similar names or marks, and/or use the RoboFlight name or marks in combination with any other mark, name, or term; and (iii) may not assign, sublicense, or otherwise subcontract its rights hereunder. Dealer's use of RoboFlight's name or marks shall only be in accordance with the terms of this Agreement and shall be in compliance with the quality standards established by RoboFlight. RoboFlight reserves the right to review and approve all uses of its name and marks by Dealer. Toward that end, at RoboFlight's request, Dealer shall provide RoboFlight with a copy of all planned uses of RoboFlight's name or marks, including but not limited to all printed and electronic materials that incorporate the RoboFlight name or marks, so as to permit RoboFlight fourteen (14) days to review the materials prior to Dealer's commencement of the planned use. If requested by RoboFlight in writing, Dealer will immediately cease to use such materials containing RoboFlight's name or marks,

and Dealer shall indemnify and hold RoboFlight harmless from any and all damages incurred by Dealer as a result of a denial of permission or revocation of the license to use RoboFlight's name or marks.

b. Data and Work Product. As between Dealer and RoboFlight, Dealer shall be the exclusive owner of all right, title, and interest throughout the world in and to all tangible and intangible results of the Services (the "Work Product"), including without limitation any data generated in connection with the Services, including all information and data supplied, collected, or produced by Dealer and provided to RoboFlight, such as electronic or photographic images, video, time, date, and location information, weather information, customer information, flight data information, and any other electronic information gathered, collected, or created by or on behalf of Dealer (the "Data"); provided, however, that RoboFlight shall retain exclusive ownership, and nothing herein shall effect a transfer of rights to Dealer, of RoboFlight Confidential Information (as defined below). Dealer hereby grants to RoboFlight a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully-paid, sublicensable, transferable license to the Data to use for its business purposes solely on a deidentified, aggregated basis, subject to Schedule A attached hereto.

6. Term and Termination.

a. Term. This Agreement shall commence on the date first written above and shall continue for a period of three (3) years, unless earlier terminated pursuant to the terms of this Agreement (the "Term"). Either party may terminate this Agreement effective upon ninety (90) days written notice to the other party unless otherwise agreed in writing.

b. Termination. Either party may terminate this Agreement effective upon written notice if (a) the other party makes a general assignment for the benefit of creditors, or is adjudicated bankrupt, or files a voluntary petition for bankruptcy or reorganization, or effectuates a plan or other similar arrangement with creditors, or files an answer to a creditor's petition, or if a petition is filed against such party for an adjudication in bankruptcy or reorganization, or if a party shall have applied for or permitted the employment of a receiver, trustee, or custodian of any of its property or assets; (b) there is a breach or failure of either party to perform or abide by any of its obligations, warranties, or representations hereunder, and such breach or failure may not be cured within a thirty day (30) day period (including the lack of authorization to furnish any data or materials as provided hereunder); or (c) an injunction or order is issued against a party prohibiting the performance of a party's obligations hereunder. RoboFlight may terminate this Agreement at any time if, in its sole discretion, Dealer is bringing or has brought disrepute to RoboFlight's reputation.

c. Return of Materials. All rights and materials of RoboFlight, including, without limitation, all trademarks, trade names, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of RoboFlight. Within ten (10) days after the termination of this Agreement, Dealer shall return all such items to RoboFlight at Dealer's sole expense upon RoboFlight's written request. Dealer shall not make or retain any copies of any RoboFlight Confidential Information that may have been entrusted to it. Immediately upon the termination of this Agreement, Dealer shall cease all use of RoboFlight's name and marks.

7. Confidentiality.

a. Treatment of Confidential Information. Dealer acknowledges that through Dealer's relationship with RoboFlight, Dealer and its employees may obtain access to certain confidential information relating to RoboFlight's data processing, analysis, techniques and procedures, business affairs, specifications, processes, formulations, accounting, finance, marketing techniques, customers, the terms of this Agreement, and other information of a similar nature ("Confidential Information"), which is

defined to exclude information which becomes lawfully known to Dealer from an independent third party not under a confidentiality obligation to RoboFlight. Dealer acknowledges and agrees that Confidential Information may be oral, written, digital, or otherwise recorded, that RoboFlight is under no obligation to specify or mark any information as being confidential in order for it to constitute "Confidential Information," and that all such Confidential Information is a special and unique asset owned solely and exclusively by RoboFlight. RoboFlight Confidential Information shall include all intellectual property and proprietary elements included in any reports generated by RoboFlight and furnished to Dealer, including without limitation layout, structures, formatting, and other stylistic and similar intangible elements.

b. Non-Disclosure. Dealer agrees that it will retain all Confidential Information in confidence, including but not limited to the terms of this Agreement, and will not disclose any Confidential Information to any third party except as expressly contemplated by this Agreement. Dealer further agrees that it will limit employee access to Confidential Information to those of its employees who have a need to know the information for Dealer's business purposes, that it will immediately deliver to RoboFlight any and all tangible objects containing any Confidential Information upon request by RoboFlight and/or upon the termination upon this Agreement, whichever is earlier, and that it will honor its promises under Paragraphs 7(a) and 7(b) of this Agreement both during and after the term of this Agreement.

8. Conflict of Interest.

Dealer hereby represents and warrants that it does not currently represent or promote any services, lines of business, or products that compete with RoboFlight Services. During the term of this Agreement, Dealer shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in RoboFlight's judgment, compete with the Services covered by this Agreement.

9. Independent Contractor.

Dealer is an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint venturers, co-owners or otherwise, or (c) allow Dealer to create or assume any obligation on behalf of RoboFlight for any purpose whatsoever. Dealer is not an employee of RoboFlight and is not entitled to any employee benefits. Dealer shall be responsible for paying all income taxes and other taxes charged to Dealer on amounts earned hereunder. All financial and other obligations associated with Dealer's business are the sole responsibility of Dealer.

10. Indemnification. During and after the Term of this Agreement, to the extent of the Party's negligence, both Parties shall defend, indemnify and hold the other harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorney's fees and court costs, arising out of or in connection with the performance of any activities contemplated hereunder, whether or not in breach of this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

11. Non-Assignability.

Dealer may not directly or indirectly assign or otherwise transfer this Agreement, whether by change of control, sale of assets, or otherwise, and the rights granted to Dealer and the obligations of Dealer hereunder may not be assigned, sublicensed, or otherwise subcontracted by Dealer without the express prior written consent of RoboFlight. Any assignment, sale, transfer, or sublicense not in accordance with this Agreement, or other subcontract shall be void. In the event that an assignment, sale, transfer,

sublicense, or other subcontract does occur, such assignment, sale, transfer, sublicense, or other subcontract shall not relieve Dealer from its liabilities and obligations hereunder.

12. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Integration; Modification.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

14. Governing Law; Waiver of Jury Trial.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Colorado, without regard to conflicts of law principles. The parties hereby consent and agree to the exclusive jurisdiction of the United States District Court for the District of Colorado for any actions, suits, or proceedings arising out of or relating to this Agreement and the matters contemplated hereby, and the parties agree not to commence any action, suit, or proceeding relating thereto except in such court; provided, however, that to the extent it is necessary to obtain injunctive relief in connection with the enforcement of any provision of this Agreement relating to intellectual property rights or to the extent that the parties are precluded from obtaining subject matter jurisdiction in the United States District Court for the District of Colorado, the foregoing provision shall not prevent the parties from commencing an action in a State court. The parties hereby waive the right to a jury trial in any actions, suits, or proceedings arising out of or relating to this Agreement and the matters contemplated hereby.

15. Headings.

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

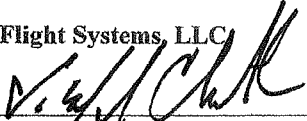
17. Execution.

This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which shall together constitute one and the same instrument. Facsimile signatures shall be sufficient and fully binding


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

RoboFlight Systems, LLC

By: 
Name: J. Mark Henckert
Title: CEO

Midwest Aerial Technologies, LLC

By: 
Name: Matthew Rohlik
Title: CEO, Founder

[Signature Page to RoboFlight Systems, LLC Dealer Services Agreement]

SCHEDULE A

Description of Products

Base Products:

- 0.25m (~10 in) geo referenced ortho CIR photo
- 0.25m (~10 in) geo referenced ortho pseudo natural color photo
- 0.25m (~10 in) geo referenced NDVI ortho photo
- NDVI Point Shape file
- PDF NDVI Map Report (classes with acre counts)

Options for Storage of Data

1. RoboFlight to store all Data, including all Work Product, on its servers for a per monthly storage fee of \$0.05 per gigabyte. All such information shall be maintained confidential for the End User; or
2. RoboFlight to store all Data, including all Work Product, on its servers without cost and all such information shall be available for use by RoboFlight in accordance with Section 5(b) of this Agreement; or
3. RoboFlight will destroy all Data, including all Work Product, pursuant to the written request of the End User.

Failure of Dealer to advise RoboFlight on End User's storage options choice shall result in the automatic application of Option 2 herein. Dealer must advise RoboFlight of End User's option at the time Dealer transfers the Data pursuant to Section 1(b) in the Parties' Agreement.

In all such cases, all Data shall be stored free of charge for six (6) months.

SCHEDULE B

Territory

State:

Wisconsin

County:

NA

Additions:

NA

Exceptions:

Insurance companies

Research institutions (federal, state or otherwise) and any other persons or entity engaged in the performance of research

MillerCoors LLC, and all parent, subsidiary, and other affiliated entities and entities within the corporate families of these entities.

SCHEDULE C

Minimum Requirements

1. Dealer shall have a physical presence within the Territory.

Dealer address in Territory: 12171 210th Ave SW
Renville, MN 56284

MUST HAVE ADDRESS IN TERRITORY

All notices delivered to the address above shall be deemed effective under this Agreement.

2. Dealer shall supply aircraft, qualified pilots, and cameras, each of which shall meet RoboFlight's standards and all Federal Aviation certification standards. Without limiting the generality of the foregoing, Dealer shall have certified, mounted cameras ready for operation as follows:

1 camera by May 2015

2 cameras by February 2016

3 cameras by February 2017

All cameras must be manned aircrafts.

3. Minimum Acreage Requirement in Territory:

Contract year 1: 25,000 acres

Contract year 2: 50,000 acres

Contract year 3: 100,000 acres

4. When Dealer purchases one (1) camera specific to those mounted on a manned aircraft from RoboFlight, RoboFlight shall provide one (1) free training program in Burlington, Colorado. Dealer shall pay all costs associated with attending such training program.

5. When Dealer purchases five (5) cameras specific to those mounted on a manned aircraft from RoboFlight, RoboFlight shall provide Dealer, free of charge, one (1) RF-70 UAS. Should Dealer purchase an additional five (5) cameras specific to those mounted on a manned aircraft from RoboFlight, RoboFlight shall provide Dealer, free of charge, the camera specific for mounting on the RF-70 UAS.

SCHEDULE D

Pricing

Price per acre: \$2.00

Volume discount for 2015 price per acre: \$1.90 per acre for acres in excess of 100,000 in a year, \$1.80 in excess of 250,000 in the year, \$1.75 in excess of 500,000 in the year.



Dealer Services Agreement

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WHEREAS, Dealer now desires to enter into this Agreement for the provision of certain services by RoboFlight to Dealer, which services are described on Schedule A attached hereto (the "Services");

WHEREAS, Dealer shall operate and utilize RoboFlight's Services in the geographic area described on Schedule B attached hereto (the "Territory"); and

WHEREAS, Dealer intends to utilize the Services in the Territory in order to obtain detailed data processing and analysis to help Dealer or Dealer's end user reduce costs, protect and increase yields, and reduce negative impacts on the environment.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Dealer Obligations.

a. Operational. Dealer shall timely deliver to RoboFlight all imagery, data and any other information reasonably necessary for RoboFlight to provide the Services, in such form and format as required by RoboFlight. At all times, Dealer shall satisfy the minimum requirements of RoboFlight vendors, which are described on Schedule C attached hereto (the "Minimum Requirements").

b. General. During the Term and within the Territory, (a) Dealer shall use best efforts to promote RoboFlight and RoboFlight's products and services, and to maximize the number of acres to be analyzed by RoboFlight within the Territory; (b) Dealer shall assist RoboFlight in providing reasonable support to Dealer's end users; (c) Dealer shall perform sales related activities of RoboFlight Services to help generate goodwill and improve the reputation and market share of RoboFlight within the Territory; (d) Dealer shall devote adequate time and effort to perform its obligations under this Agreement; and (e) Dealer shall timely provide to RoboFlight accurate case study data, as necessary to enable RoboFlight to generate artwork based on the data.

c. Representations and Warranties (a) Dealer has full and complete power and authority to enter into this Agreement; (b) Dealer's performance of this Agreement, including but not limited to the collection and provision of any data, including the Data, to RoboFlight does not and shall not violate any applicable law, rule, regulation, or contract with a third party, in any domestic or foreign jurisdiction; and (c) Dealer has all necessary rights, permissions, power and authority (including but not limited to any requisite license, permit or approval from any applicable private individual, business entity, or governmental authority in any applicable jurisdiction, including but not limited to the Territory) to capture, collect, provide or otherwise make available the Data to RoboFlight (d) Dealer shall maintain all appropriate levels of insurance required for the services performed by Dealer as contemplated pursuant to this Agreement.

2. RoboFlight Obligations.

Upon receipt from Dealer of the data referenced in Section 1(a) above, RoboFlight shall process such data and return to Dealer the Services deliverables (as described on Schedule A hereto) on the next day, provided that there shall be no charge to Dealer for any such deliverables returned to Dealer on or after the third day following receipt of such data from Dealer. RoboFlight shall provide reasonable assistance to Dealer to promote RoboFlight Services in the Territory, which may include presence at trade shows, product presentations, sales calls, site visits, electronic artwork, demonstrations, or other marketing activities, with the extent of such activities and assistance being within the sole discretion of RoboFlight. In addition to the foregoing, RoboFlight agrees that it will hold annual meetings of its dealers to discuss efficiencies, new product development, and customer feedback. RoboFlight hereby disclaims all implied warranties at law, including the implied warranty of merchantability and fitness for a particular purpose.

3. Exclusivity.

RoboFlight hereby designates Dealer as its exclusive RoboFlight Services provider within the Territory, and Dealer hereby agrees to exclusively provide RoboFlight's Services to its customers within the Territory and to not advertise, solicit, offer or provide any competitive products or services in the Territory. Dealer shall promptly submit to RoboFlight, for RoboFlight's attention and handling, all inquiries received by Dealer from customers or prospective customers outside the Territory. RoboFlight reserves the right to solicit orders directly from and sell directly to any end users or other customers within the Territory for any services not set forth on Schedule A.

4. Payment.

a. Pricing. In consideration of the provision of Services by RoboFlight to Dealer, Dealer shall pay to RoboFlight an amount in accordance with Schedule D (the "Payment").

b. Time of Payment. RoboFlight shall issue an invoice to Dealer promptly after RoboFlight processes Dealer's acreage. RoboFlight shall issue a statement of accounts payable at the end of each month in which any Services are performed by RoboFlight. Dealer shall render payment on such statement on the fifteenth (15th) day of the following month. All late payments shall be subject to an 18% per annum interest rate, plus any costs of collection, including reasonable attorneys' fees.

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Dealer is an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint venturers, co-owners or otherwise, or (c) allow Dealer to create or assume any obligation on behalf of RoboFlight for any purpose whatsoever. Dealer is not an employee of RoboFlight and is not entitled to any employee benefits. Dealer shall be responsible for paying all income taxes and other taxes charged to Dealer on amounts earned hereunder. All financial and other obligations associated with Dealer's business are the sole responsibility of Dealer.

10. Indemnification. During and after the Term of this Agreement, to the extent of the Party's negligence, both Parties shall defend, indemnify and hold the other harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorney's fees and court costs, arising out of or in connection with the performance of any activities contemplated hereunder, whether or not in breach of this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

11. Non-Assignability.

Dealer may not directly or indirectly assign or otherwise transfer this Agreement, whether by change of control, sale of assets, or otherwise, and the rights granted to Dealer and the obligations of Dealer hereunder may not be assigned, sublicensed, or otherwise subcontracted by Dealer without the express prior written consent of RoboFlight. Any assignment, sale, transfer, or sublicense not in accordance with this Agreement, or other subcontract shall be void. In the event that an assignment, sale, transfer,

sublicense, or other subcontract does occur, such assignment, sale, transfer, sublicense, or other subcontract shall not relieve Dealer from its liabilities and obligations hereunder.

12. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Integration; Modification.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

14. Governing Law; Waiver of Jury Trial.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Colorado, without regard to conflicts of law principles. The parties hereby consent and agree to the exclusive jurisdiction of the United States District Court for the District of Colorado for any actions, suits, or proceedings arising out of or relating to this Agreement and the matters contemplated hereby, and the parties agree not to commence any action, suit, or proceeding relating thereto except in such court; provided, however, that to the extent it is necessary to obtain injunctive relief in connection with the enforcement of any provision of this Agreement relating to intellectual property rights or to the extent that the parties are precluded from obtaining subject matter jurisdiction in the United States District Court for the District of Colorado, the foregoing provision shall not prevent the parties from commencing an action in a State court. The parties hereby waive the right to a jury trial in any actions, suits, or proceedings arising out of or relating to this Agreement and the matters contemplated hereby.

15. Headings.

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

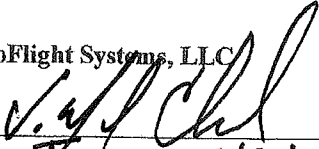
17. Execution.

This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which shall together constitute one and the same instrument. Facsimile signatures shall be sufficient and fully binding

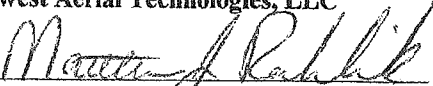
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

RoboFlight Systems, LLC

By: 
Name: JIMARIC CHENBAWETH
Title: CEO

Midwest Aerial Technologies, LLC

By: 
Name: Matthew Rohlik
Title: CEO, Founder

[Signature Page to RoboFlight Systems, LLC Dealer Services Agreement]

SCHEDULE A

Description of Products

Base Products:

- 0.25m (~10 in) geo referenced ortho CIR photo
- 0.25m (~10 in) geo referenced ortho pseudo natural color photo
- 0.25m (~10 in) geo referenced NDVI ortho photo
- NDVI Point Shape file
- PDF NDVI Map Report (classes with acre counts)

Options for Storage of Data

1. RoboFlight to store all Data, including all Work Product, on its servers for a per monthly storage fee of \$0.05 per gigabyte. All such information shall be maintained confidential for the End User; or
2. RoboFlight to store all Data, including all Work Product, on its servers without cost and all such information shall be available for use by RoboFlight in accordance with Section 5(b) of this Agreement; or
3. RoboFlight will destroy all Data, including all Work Product, pursuant to the written request of the End User.

Failure of Dealer to advise RoboFlight on End User's storage options choice shall result in the automatic application of Option 2 herein. Dealer must advise RoboFlight of End User's option at the time Dealer transfers the Data pursuant to Section 1(b) in the Parties' Agreement.

In all such cases, all Data shall be stored free of charge for six (6) months.

SCHEDULE B

Territory

State:

South Dakota

County:

NA

Additions:

NA

Exceptions:

Insurance companies

Research institutions (federal, state or otherwise) and any other persons or entity engaged in the performance of research

MillerCoors LLC, and all parent, subsidiary, and other affiliated entities and entities within the corporate families of these entities.

SCHEDULE C

Minimum Requirements

1. Dealer shall have a physical presence within the Territory.

Dealer address in Territory: 12171 210th Ave SW
Renville, MN 56284

MUST HAVE ADDRESS IN TERRITORY

All notices delivered to the address above shall be deemed effective under this Agreement.

2. Dealer shall supply aircraft, qualified pilots, and cameras, each of which shall meet RoboFlight's standards and all Federal Aviation certification standards. Without limiting the generality of the foregoing, Dealer shall have certified, mounted cameras ready for operation as follows:

1 camera by May 2015

2 cameras by February 2016

3 cameras by February 2017

All cameras must be manned aircrafts.

3. Minimum Acreage Requirement in Territory:

Contract year 1: 25,000 acres

Contract year 2: 50,000 acres

Contract year 3: 100,000 acres

4. When Dealer purchases one (1) camera specific to those mounted on a manned aircraft from RoboFlight, RoboFlight shall provide one (1) free training program in Burlington, Colorado. Dealer shall pay all costs associated with attending such training program.

5. When Dealer purchases five (5) cameras specific to those mounted on a manned aircraft from RoboFlight, RoboFlight shall provide Dealer, free of charge, one (1) RF-70 UAS. Should Dealer purchase an additional five (5) cameras specific to those mounted on a manned aircraft from RoboFlight, RoboFlight shall provide Dealer, free of charge, the camera specific for mounting on the RF-70 UAS.

SCHEDULE D

Pricing

Price per acre: \$2.00

Volume discount for 2015 price per acre: \$1.90 per acre for acres in excess of 100,000 in a year, \$1.80 per acre in excess of 250,000 in the year, \$1.75 per acre in excess of 500,000 in the year.



Dealer Services Agreement

This Agreement ("Agreement") is made and effective on April 22 2015 by and between RoboFlight Systems, LLC, a Colorado limited liability company ("RoboFlight"), and Midwest Aerial Technologies, LLC ("Dealer"). RoboFlight and Dealer are sometimes referred to individually herein as a "party" or collectively as the "parties."

WHEREAS, Dealer now desires to enter into this Agreement for the provision of certain services by RoboFlight to Dealer, which services are described on Schedule A attached hereto (the "Services");

WHEREAS, Dealer shall operate and utilize RoboFlight's Services in the geographic area described on Schedule B attached hereto (the "Territory"); and

WHEREAS, Dealer intends to utilize the Services in the Territory in order to obtain detailed data processing and analysis to help Dealer or Dealer's end user reduce costs, protect and increase yields, and reduce negative impacts on the environment.

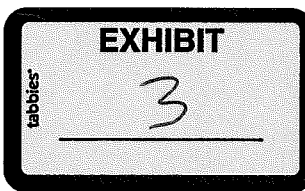
NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Dealer Obligations.

a. Operational. Dealer shall timely deliver to RoboFlight all imagery, data and any other information reasonably necessary for RoboFlight to provide the Services, in such form and format as required by RoboFlight. At all times, Dealer shall satisfy the minimum requirements of RoboFlight vendors, which are described on Schedule C attached hereto (the "Minimum Requirements").

b. General. During the Term and within the Territory, (a) Dealer shall use best efforts to promote RoboFlight and RoboFlight's products and services, and to maximize the number of acres to be analyzed by RoboFlight within the Territory; (b) Dealer shall assist RoboFlight in providing reasonable support to Dealer's end users; (c) Dealer shall perform sales related activities of RoboFlight Services to help generate goodwill and improve the reputation and market share of RoboFlight within the Territory; (d) Dealer shall devote adequate time and effort to perform its obligations under this Agreement; and (e) Dealer shall timely provide to RoboFlight accurate case study data, as necessary to enable RoboFlight to generate artwork based on the data.

c. Representations and Warranties (a) Dealer has full and complete power and authority to enter into this Agreement; (b) Dealer's performance of this Agreement, including but not limited to the collection and provision of any data, including the Data, to RoboFlight does not and shall not violate any applicable law, rule, regulation, or contract with a third party, in any domestic or foreign jurisdiction; and (c) Dealer has all necessary rights, permissions, power and authority (including but not limited to any requisite license, permit or approval from any applicable private individual, business entity, or governmental authority in any applicable jurisdiction, including but not limited to the Territory) to capture, collect, provide or otherwise make available the Data to RoboFlight (d) Dealer shall maintain all appropriate levels of insurance required for the services performed by Dealer as contemplated pursuant to this Agreement.



2. RoboFlight Obligations.

Upon receipt from Dealer of the data referenced in Section 1(a) above, RoboFlight shall process such data and return to Dealer the Services deliverables (as described on Schedule A hereto) on the next day, provided that there shall be no charge to Dealer for any such deliverables returned to Dealer on or after the third day following receipt of such data from Dealer. RoboFlight shall provide reasonable assistance to Dealer to promote RoboFlight Services in the Territory, which may include presence at trade shows, product presentations, sales calls, site visits, electronic artwork, demonstrations, or other marketing activities, with the extent of such activities and assistance being within the sole discretion of RoboFlight. In addition to the foregoing, RoboFlight agrees that it will hold annual meetings of its dealers to discuss efficiencies, new product development, and customer feedback. RoboFlight hereby disclaims all implied warranties at law, including the implied warranty of merchantability and fitness for a particular purpose.

3. Exclusivity.

RoboFlight hereby designates Dealer as its exclusive RoboFlight Services provider within the Territory, and Dealer hereby agrees to exclusively provide RoboFlight's Services to its customers within the Territory and to not advertise, solicit, offer or provide any competitive products or services in the Territory. Dealer shall promptly submit to RoboFlight, for RoboFlight's attention and handling, all inquiries received by Dealer from customers or prospective customers outside the Territory. RoboFlight reserves the right to solicit orders directly from and sell directly to any end users or other customers within the Territory for any services not set forth on Schedule A.

4. Payment.

a. Pricing. In consideration of the provision of Services by RoboFlight to Dealer, Dealer shall pay to RoboFlight an amount in accordance with Schedule D (the "Payment").

b. Time of Payment. RoboFlight shall issue an invoice to Dealer promptly after RoboFlight processes Dealer's acreage. Dealer shall render payment net thirty (30) days from the date of invoice. All late payments shall be subject to an 18% per annum interest rate, plus any costs of collection, including reasonable attorneys' fees.

5. Intellectual Property.

a. License to Use RoboFlight Name and Marks. RoboFlight hereby grants to Dealer, for the Term of this Agreement, a revocable, non-exclusive, limited license to use RoboFlight's name and marks only in connection with the Services or Dealer's own sales, marketing, promotion, or solicitation of business. Dealer acknowledges and agrees that it: (i) is prohibited from using RoboFlight's name or marks in any other fashion and/or for any other purpose; (ii) has no right to create or adopt derivative names or marks or confusingly similar names or marks, and/or use the RoboFlight name or marks in combination with any other mark, name, or term; and (iii) may not assign, sublicense, or otherwise subcontract its rights hereunder. Dealer's use of RoboFlight's name or marks shall only be in accordance with the terms of this Agreement and shall be in compliance with the quality standards established by RoboFlight. RoboFlight reserves the right to review and approve all uses of its name and marks by Dealer. Toward that end, at RoboFlight's request, Dealer shall provide RoboFlight with a copy of all planned uses of RoboFlight's name or marks, including but not limited to all printed and electronic materials that incorporate the RoboFlight name or marks, so as to permit RoboFlight fourteen (14) days to review the materials prior to Dealer's commencement of the planned use. If requested by RoboFlight in writing, Dealer will immediately cease to use such materials containing RoboFlight's name or marks, and Dealer shall indemnify and hold RoboFlight harmless from any and all damages incurred by Dealer as a result of a denial of permission or revocation of the license to use RoboFlight's name or marks.

b. Data and Work Product. As between Dealer and RoboFlight, Dealer shall be the exclusive owner of all right, title, and interest throughout the world in and to all tangible and intangible results of the Services (the "Work Product"), including without limitation any data generated in connection with the Services, including all information and data supplied, collected, or produced by Dealer and provided to RoboFlight, such as electronic or photographic images, video, time, date, and location information, weather information, customer information, flight data information, and any other electronic information gathered, collected, or created by or on behalf of Dealer (the "Data"); provided, however, that RoboFlight shall retain exclusive ownership, and nothing herein shall effect a transfer of rights to Dealer, of RoboFlight Confidential Information (as defined below). Dealer hereby grants to RoboFlight a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully-paid, sublicensable, transferable license to the Data to use for its business purposes solely on a deidentified, aggregated basis, subject to Schedule A attached hereto.

6. Term and Termination.

a. Term. This Agreement shall commence on the date first written above and shall continue for a period of three (3) years, unless earlier terminated pursuant to the terms of this Agreement (the "Term"). Either party may terminate this Agreement effective upon ninety (90) days written notice to the other party unless otherwise agreed in writing.

b. Termination. Either party may terminate this Agreement effective upon written notice if (a) the other party makes a general assignment for the benefit of creditors, or is adjudicated bankrupt, or files a voluntary petition for bankruptcy or reorganization, or effectuates a plan or other similar arrangement with creditors, or files an answer to a creditor's petition, or if a petition is filed against such party for an adjudication in bankruptcy or reorganization, or if a party shall have applied for or permitted the employment of a receiver, trustee, or custodian of any of its property or assets; (b) there is a breach or failure of either party to perform or abide by any of its obligations, warranties, or representations hereunder, and such breach or failure may not be cured within a thirty day (30) day period (including the lack of authorization to furnish any data or materials as provided hereunder); or (c) an injunction or order is issued against a party prohibiting the performance of a party's obligations hereunder. RoboFlight may terminate this Agreement at any time if, in its sole discretion, Dealer is bringing or has brought disrepute to RoboFlight's reputation.

c. Return of Materials. All rights and materials of RoboFlight, including, without limitation, all trademarks, trade names, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of RoboFlight. Within ten (10) days after the termination of this Agreement, Dealer shall return all such items to RoboFlight at Dealer's sole expense upon RoboFlight's written request. Dealer shall not make or retain any copies of any RoboFlight Confidential Information that may have been entrusted to it. Immediately upon the termination of this Agreement, Dealer shall cease all use of RoboFlight's name and marks.

7. Confidentiality.

a. Treatment of Confidential Information. Dealer acknowledges that through Dealer's relationship with RoboFlight, Dealer and its employees may obtain access to certain confidential information relating to RoboFlight's data processing, analysis, techniques and procedures, business affairs, specifications, processes, formulations, accounting, finance, marketing techniques, customers, the terms of this Agreement, and other information of a similar nature ("Confidential Information"), which is defined to exclude information which becomes lawfully known to Dealer from an independent third party not under a confidentiality obligation to RoboFlight. Dealer acknowledges and agrees that Confidential Information may be oral, written, digital, or otherwise recorded, that RoboFlight is under no obligation to

specify or mark any information as being confidential in order for it to constitute "Confidential Information," and that all such Confidential Information is a special and unique asset owned solely and exclusively by RoboFlight. RoboFlight Confidential Information shall include all intellectual property and proprietary elements included in any reports generated by RoboFlight and furnished to Dealer, including without limitation layout, structures, formatting, and other stylistic and similar intangible elements.

b. Non-Disclosure. Dealer agrees that it will retain all Confidential Information in confidence, including but not limited to the terms of this Agreement, and will not disclose any Confidential Information to any third party except as expressly contemplated by this Agreement. Dealer further agrees that it will limit employee access to Confidential Information to those of its employees who have a need to know the information for Dealer's business purposes, that it will immediately deliver to RoboFlight any and all tangible objects containing any Confidential Information upon request by RoboFlight and/or upon the termination upon this Agreement, whichever is earlier, and that it will honor its promises under Paragraphs 7(a) and 7(b) of this Agreement both during and after the term of this Agreement.

8. Conflict of Interest.

Dealer hereby represents and warrants that it does not currently represent or promote any services, lines of business, or products that compete with RoboFlight Services. During the term of this Agreement, Dealer shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in RoboFlight's judgment, compete with the Services covered by this Agreement.

9. Independent Contractor.

Dealer is an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint venturers, co-owners or otherwise, or (c) allow Dealer to create or assume any obligation on behalf of RoboFlight for any purpose whatsoever. Dealer is not an employee of RoboFlight and is not entitled to any employee benefits. Dealer shall be responsible for paying all income taxes and other taxes charged to Dealer on amounts earned hereunder. All financial and other obligations associated with Dealer's business are the sole responsibility of Dealer.

10. Indemnification. During and after the Term of this Agreement, to the extent of the Party's negligence, both Parties shall defend, indemnify and hold the other harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorney's fees and court costs, arising out of or in connection with the performance of any activities contemplated hereunder, whether or not in breach of this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

11. Non-Assignability.

Dealer may not directly or indirectly assign or otherwise transfer this Agreement, whether by change of control, sale of assets, or otherwise, and the rights granted to Dealer and the obligations of Dealer hereunder may not be assigned, sublicensed, or otherwise subcontracted by Dealer without the express prior written consent of RoboFlight. Any assignment, sale, transfer, or sublicense not in accordance with this Agreement, or other subcontract shall be void. In the event that an assignment, sale, transfer, sublicense, or other subcontract does occur, such assignment, sale, transfer, sublicense, or other subcontract shall not relieve Dealer from its liabilities and obligations hereunder.

12. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Integration; Modification.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

14. Governing Law; Waiver of Jury Trial.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Colorado, without regard to conflicts of law principles. The parties hereby consent and agree to the exclusive jurisdiction of the United States District Court for the District of Colorado for any actions, suits, or proceedings arising out of or relating to this Agreement and the matters contemplated hereby, and the parties agree not to commence any action, suit, or proceeding relating thereto except in such court; provided, however, that to the extent it is necessary to obtain injunctive relief in connection with the enforcement of any provision of this Agreement relating to intellectual property rights or to the extent that the parties are precluded from obtaining subject matter jurisdiction in the United States District Court for the District of Colorado, the foregoing provision shall not prevent the parties from commencing an action in a State court. The parties hereby waive the right to a jury trial in any actions, suits, or proceedings arising out of or relating to this Agreement and the matters contemplated hereby.

15. Headings.

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

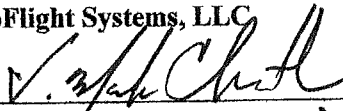
17. Execution.

This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which shall together constitute one and the same instrument. Facsimile signatures shall be sufficient and fully binding

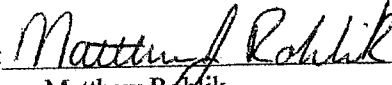
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

RoboFlight Systems, LLC

By: 
Name: J. Mark Chubb
Title: CEO

Midwest Aerial Technologies, LLC

By: 
Name: Matthew Rohlik
Title: CEO-Founder

[Signature Page to RoboFlight Systems, LLC Dealer Services Agreement]

SCHEDULE A

Description of Products

Base Products:

- 0.25m (~10 in) geo referenced Synthesized Natural Color
- 0.25m (~10 in) geo referenced NDVI (8 bit)
- 0.25m (~10 in) geo referenced NDVI Colorized
- NDVI Point Shape file (at request)
- NDVI Field Report

Options for Storage of Data

1. RoboFlight to store all Data, including all Work Product, on its servers for a per monthly storage fee of \$0.05 per gigabyte. All such information shall be maintained confidential for the End User; or
2. RoboFlight to store all Data, including all Work Product, on its servers without cost and all such information shall be available for use by RoboFlight in accordance with Section 5(b) of this Agreement; or
3. RoboFlight will destroy all Data, including all Work Product, pursuant to the written request of the End User.

Failure of Dealer to advise RoboFlight on End User's storage options choice shall result in the automatic application of Option 2 herein. Dealer must advise RoboFlight of End User's option at the time Dealer transfer the Data pursuant to Section 1(b) in the Parties' Agreement.

In all such cases, all Data shall be stored free of charge for six (6) months.

SCHEDULE B

Territory

State:

North Dakota

Additions:

NA

Exceptions:

Insurance companies

Research institutions (federal, state or otherwise) and any other persons or entity engaged in the performance of research

MillerCoors LLC, and all parent, subsidiary, and other affiliated entities and entities within the corporate families of these entities.

American Crystal Sugar Company

SCHEDULE C

Minimum Requirements

1. Dealer shall have a physical presence within the Territory.

Dealer address in Territory: 12171 210th Avenue SW
Renville, MN 56284

All notices delivered to the address above shall be deemed effective under this Agreement.

2. Dealer shall supply aircraft, qualified pilots, and cameras, each of which shall meet RoboFlight's standards and all Federal Aviation certification standards. Without limiting the generality of the foregoing, Dealer shall have certified, mounted cameras ready for operation as follows:

1 camera by June 2015
2 cameras by June 2016
3 cameras by June 2017

3. Minimum Acreage Requirement in Territory:

Contract year 1: 25,000 acres

Contract year 2: 50,000 acres

Contract year 3: 100,000 acres

SCHEDULE D

Pricing

Price per acre: \$2.00

Volume discount for 2015 price per acre: \$1.90 per acre for acres in excess of 100,000 in a year, \$1.80 per acre in excess of 250,000 in the year, \$1.75 per acre in excess of 500,000 in the year.

Roboflight Systems, LLC

P.O Box 40344
Denver, CO 80204 US
tory@agpixel.com
www.agpixel.com



BILL TO
Midwest Aerial Technologies

INVOICE 1306

DATE 03/27/2015 TERMS Due on receipt

DUE DATE 04/01/2015

DESCRIPTION	QTY	RATE	AMOUNT
Camera Pod STC'd Cessna Camera Pod	1	17,995.00	17,995.00
Surface Surface Pro 3 Tablet	1	1,100.00	1,100.00
NIR Canon 6D	1	5,450.00	5,450.00
Canon 6D Lens	1	1,570.00	1,570.00
AgPixel Guidance System	1	2,000.00	2,000.00

Send all checks to RoboFlight at the address listed above

PAYMENT 28,115.00

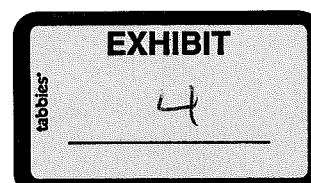
ROBOFLIGHT SYSTEMS, LLC WIRE INSTRUCTIONS

RoboFlight Systems Operations Account
ABA/Routing #121000248
Wells Fargo Account Number: 6932455022
SWIFT WFBIUS6S (International only)

Wells Fargo Bank, N.A.
1740 Broadway
Denver, CO 80274
(303) 384-8400

TOTAL DUE \$0.00

Thank you for your business!



Roboflight Systems, LLC

P.O Box 40344
Denver, CO 80204 US
tory@agpixel.com
www.agpixel.com



BILL TO
Midwest Aerial Technologies

INVOICE 1332

DATE 05/07/2015 TERMS Due on receipt

DUE DATE 05/15/2015

DESCRIPTION	QTY	RATE	AMOUNT
Camera Pod STC'd Cessna Camera Pod	1	17,995.00	17,995.00
Surface Surface Pro 3 Tablet	1	1,100.00	1,100.00
NIR Canon 6D	1	5,450.00	5,450.00
Canon 6D Lens	1	1,570.00	1,570.00
AgPixel Guidance System	1	2,000.00	2,000.00

Send all checks to RoboFlight at the address listed above

PAYMENT 28,115.00

ROBOFLIGHT SYSTEMS, LLC WIRE INSTRUCTIONS

RoboFlight Systems Operations Account
ABA/Routing #121000248
Wells Fargo Account Number: 6932455022
SWIFT WFBUS6S (International only)

Wells Fargo Bank, N.A.
1740 Broadway
Denver, CO 80274
(303) 384-8400

TOTAL DUE \$0.00

Thank you for your business!



Camera Price vs. Cost

<u>Item</u>	<u>Price</u>	<u>Cost</u>
Camera Pod	\$16,500	\$16,053
Surface Pro 3	\$1,000	\$799
Canon 6D NIR	\$4,789	\$4,149
Canon 6D lens	\$1,479	\$1,353.99
Guidance System	\$1,250	\$600
Total:	\$25,018	\$22,954.99

$$\text{\$25,018} - \text{\$22,954.99} = \text{\$2,063.01}$$



Roboflight Systems, LLC

P.O Box 40344
Denver, CO 80204 US
tory@agpixel.com
www.agpixel.com



BILL TO
Midwest Aerial Technologies

INVOICE 1359

DATE 06/12/2015 TERMS Due on receipt

DUE DATE 06/15/2015

DESCRIPTION	QTY	RATE	AMOUNT
Training Manned Aircraft Camera and Flight 1 day course	2	1,500.00	3,000.00
Discount	1	-1,000.00	-1,000.00

Send all checks to RoboFlight to the address listed above.

PAYMENT 936.87

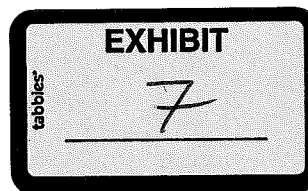
ROBOFLIGHT SYSTEMS, LLC WIRE INSTRUCTIONS

RoboFlight Systems Operations Account
ABA/Routing #121000248
Wells Fargo Account Number: 6932455022
SWIFT WFBIUS6S (International only)

Wells Fargo Bank, N.A.
1740 Broadway
Denver, CO 80274
(303) 384-8400

TOTAL DUE \$1,063.13

Thank you for your business!



Roboflight Systems, LLC

P.O Box 40344
Denver, CO 80204 US
tory@agpixel.com
www.agpixel.com



BILL TO
Midwest Aerial Technologies

INVOICE 1385

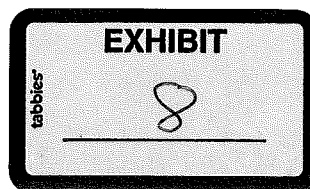
DATE 06/30/2015 TERMS Statement/15th

DUE DATE 07/15/2015

DESCRIPTION	QTY	RATE	AMOUNT
Data Processing WI-Schroeder Farms-SFP-10 6/27/15	360	2.00	720.00
Data Processing Promotional-Promotional-Minnwest Campus 6/29/15	131	2.00	262.00
Data Processing Promotional-Promotional-Kidney Beans 6/29/15	142	2.00	284.00
Data Processing Promotional-Promotional-Peas 6/29/15	157	2.00	314.00
Data Processing Minn-University Study-Tillage Study-Lovas 2 6/29/15	138	2.00	276.00
Data Processing Minn-University Study-Tillage Study-Lovas 1 6/28/15	111	2.00	222.00
Data Processing Minn-University Study-Tillage Study-Charlie 6/28/15	105	2.00	210.00
Data Processing Minn-University Study-Tillage Study-Mike 6/28/15	197	2.00	394.00
Data Processing Promotional-Promotional-Hunting Area 6/28/15	57	2.00	114.00
Data Processing Promotional-Promotional-Potatoes 6/28/15	75	2.00	150.00
Data Processing Promotional-Promotional-Onions 6/28/15	34	2.00	68.00

Send checks to RoboFlight at the address above.

Thank you for your business!



ROBOFLIGHT SYSTEMS, LLC WIRE INSTRUCTIONS

*RoboFlight Systems Operations Account
ABA/Routing #121000248
Wells Fargo Account Number: 6932455022
SWIFT WFBUS6S (International only)*

*Wells Fargo Bank, N.A.
1740 Broadway
Denver, CO 80274
(303) 384-8400*

TOTAL DUE

\$3,014.00

Thank you for your business!

Roboflight Systems, LLC

P.O Box 40344
Denver, CO 80204 US
tory@agpixel.com
www.agpixel.com



BILL TO
Midwest Aerial Technologies

INVOICE 1394

DATE 07/08/2015 TERMS Statement/15th

DUE DATE 08/15/2015

DESCRIPTION	QTY	RATE	AMOUNT
Data Processing Promotional-Promotional-MSUMPark 6/28/15	21,787	2.00	43,574.00

Send checks to RoboFlight at the address above.

ROBOFLIGHT SYSTEMS, LLC WIRE INSTRUCTIONS

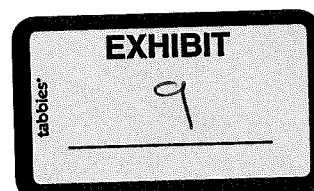
RoboFlight Systems Operations Account
ABA/Routing #121000248
Wells Fargo Account Number: 6932455022
SWIFT WFBIUS6S (International only)

Wells Fargo Bank, N.A.
1740 Broadway
Denver, CO 80274
(303) 384-8400

TOTAL DUE

\$43,574.00

Thank you for your business!



Roboflight Systems, LLC

P.O Box 40344
Denver, CO 80204 US
tory@agpixel.com
www.agpixel.com



BILL TO
Midwest Aerial Technologies

INVOICE 1395

DATE 07/08/2015 TERMS Statement/15th

DUE DATE 08/15/2015

DESCRIPTION	QTY	RATE	AMOUNT
Data Processing	21	2.00	42.00
University Study-Tillage Study-Corn inside charlie 6/28/15			

Send checks to RoboFlight at the address above.

ROBOFLIGHT SYSTEMS, LLC WIRE INSTRUCTIONS

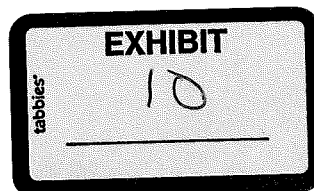
RoboFlight Systems Operations Account
ABA/Routing #121000248
Wells Fargo Account Number: 6932455022
SWIFT WFBIUS6S (International only)

Wells Fargo Bank, N.A.
1740 Broadway
Denver, CO 80274
(303) 384-8400

TOTAL DUE

\$42.00

Thank you for your business!





RoboFlight Systems, LLC
PO BOX 40344
Denver, CO 80204
www.RoboFlight.com

Midwest Aerial Technologies
1700 Technology Drive NE #201
Wilmar, MN 56201

November 20, 2015

Re: Midwest Aerial Technologies, Termination Notification

Dear Matt,

In accordance with Section 6(b) of the Dealer Service Agreements between Midwest Aerial Technologies ("Midwest") and RoboFlight Systems, LLC ("Agreements"), for the territories of Wisconsin, South Dakota and North Dakota, you are hereby notified, effective immediately, that all such Agreements are hereby terminated. As you are aware, you are in default of the payment of various invoices, immediately due and owing. AgPixel, a company owned by RoboFlight, provided you with notice and the right to cure on October 16, 2015. Midwest failed to cure the default.

In accordance with Section 6(c), Midwest must return all materials of RoboFlight within ten (10) days after the termination of these Agreements.

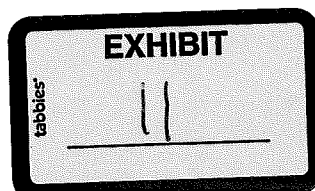
Should you have any questions, please feel to contact me.

Best regards,

Tory Foster

Tory Foster
Director of Finance, RoboFlight Systems, LLC

CC: Shelby L. Katz, Esq.



LYDA|WERGE

Invoice

CONFIDENTIAL

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL

Invoice #: 142

Invoice Date: 12/22/2015

Due Date: 1/6/2016

Billing Period: 11/21-12/20

Bill To:

Roboflight d/b/a AgPixel -- MAT Dispute
Tory Foster
5530 West Parkway, Unit 300
Johnston, IA 50131

Date	Service	Description	Time	Rate	Amount
12/2/2015	Werge [n/c] (0.00)	Plan and prepare for and attend initial client meeting with Messrs. M. Chenoweth and T. Foster re [REDACTED]. [no charge]	2.9	0.00	0.00
12/9/2015	Werge [n/c] (0.00)	Draft engagement letter; emails with with Messrs. T. Foster and M. Chenoweth re [REDACTED]. [no charge]	1.2	0.00	0.00
12/11/2015	Donahue (175.00)	Research [REDACTED]	0.3	175.00	52.50
12/14/2015	Werge (225.00)	Conference with Mr. D. Donahue re drafting complaint; compile information related to dispute and documentation necessary for drafting.	0.5	225.00	112.50
12/14/2015	Donahue (175.00)	Draft Complaint against MAT.	4.1	175.00	717.50
12/18/2015	Werge (225.00)	Revise complaint and demand for injunctive relief; emails with Mr. D. Donahue re [REDACTED]; emails with Mr. T. Foster transmitting draft complaint for review [REDACTED].	2.1	225.00	472.50

Total \$1,355.00

Payments/Credits -\$1,355.00

Balance Due-This Invoice \$0.00

Total Outstanding Balance -\$3,645.00



LYDA WERGE

Invoice

CONFIDENTIAL

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL

Invoice #: 165

Invoice Date: 1/22/2016

Due Date: 2/6/2016

Billing Period: 12/21-1/20

Bill To:

Roboflight d/b/a AgPixel -- MAT Dispute
Tory Foster
5530 West Parkway, Unit 300
Johnston, IA 50131

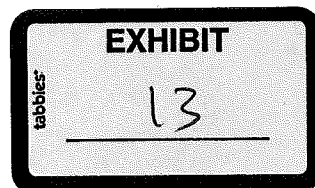
Date	Service	Description	Time	Rate	Amount
12/21/2015	Donahue (175.00)	Revise Complaint against MAT; research [REDACTED]	2.9	175.00	507.50
12/21/2015	Werge (225.00)	Emails with Mr. T. Foster re [REDACTED] [REDACTED]; emails with Mr. D. Donahue re the same and research [REDACTED]	0.3	225.00	67.50
12/23/2015	Werge (225.00)	Revise complaint; complete civil cover sheet; emails with Mr. T. Foster re [REDACTED]	0.9	225.00	202.50
1/4/2016	Quines (100.00)	Prepare Complaint, Summons, Civil Cover Sheet and Corporate Disclosure for filing; label exhibits A-D to Complaint; open new case with court; e-file Complaint, Civil Cover Sheet, Corporate Disclosure with court; submit Summons to court for issuance.	1.4	100.00	140.00
1/4/2016	Werge (225.00)	Revise complaint [REDACTED]; revise corporate disclosure statement; emails with Mr. T. Foster re [REDACTED] finalize complaint, exhibits, civil cover sheet, summons, disclosure statement.	2.5	225.00	562.50
1/5/2016	Quines (100.00)	Telephone call to Clerk's Office/Intake re status of opening of new case and filing of initial pleadings; email to Mr. Werge re same.	0.2	100.00	20.00
1/5/2016	Quines (100.00)	Review e-notifications from Court re initial filings for case; save 1/5/16 issued Summons, Magistrate Consent Form and Report to electronic case file; email to Mr. Werge forwarding conformed pleadings filed 1/4/16 and 1/5/16.	0.3	100.00	30.00

Total

Payments/Credits

Balance Due-This Invoice

Total Outstanding Balance



LYDA|WERGE

Invoice

CONFIDENTIAL

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL

Invoice #: 165

Invoice Date: 1/22/2016

Due Date: 2/6/2016

Billing Period: 12/21-1/20

Bill To:

Roboflight d/b/a AgPixel -- MAT Dispute
 Tory Foster
 5530 West Parkway, Unit 300
 Johnston, IA 50131

Date	Service	Description	Time	Rate	Amount
1/5/2016	Werge (225.00)	Read and analyze new orders and accepted filings from the court; telephone conference with paralegal Ms. P. Quines re accepted filings; email with Mr. T. Foster re [REDACTED]	0.4	225.00	90.00
1/6/2016	Quines (100.00)	Review e-notification from Court re Order to Set Scheduling Conference; save to electronic case file; e-mail to Mr. Werge re same.	0.2	100.00	20.00
1/6/2016	Quines (100.00)	Review FRCP Rule 4(m) re time limit to serve Complaint; calculate and calendar same; create Calendar Sheet for case.	0.3	100.00	30.00
1/6/2016	Werge (225.00)	Telephone conference and emails with Mr. T. Foster re [REDACTED]; draft and send email to Mr. M. Rohlik re notice that complaint was filed and request for contact.	0.5	225.00	112.50
1/11/2016	Werge [n/c] (0.00)	Emails with Mr. T. Foster re [REDACTED]. [no charge]	0.1	0.00	0.00
1/12/2016	Werge (225.00)	Draft and send letter to MAT re filing of complaint and request for contact; email with Mr. T. Foster re the same.	0.7	225.00	157.50
1/13/2016	Werge (225.00)	Emails with Mr. T. Foster re [REDACTED]; conduct brief research [REDACTED]; contact Kandiyohi and Renville County Sheriff's Offices re service of process.	0.8	225.00	180.00

Total

Payments/Credits

Balance Due-This Invoice

Total Outstanding Balance

LYDA WERGE

Invoice

CONFIDENTIAL

ATTORNEY-CLIENT PRIVILEGED

VIA EMAIL

Invoice #: 165

Invoice Date: 1/22/2016

Due Date: 2/6/2016

Billing Period: 12/21-1/20

Bill To:

Roboflight d/b/a AgPixel -- MAT Dispute
 Tory Foster
 5530 West Parkway, Unit 300
 Johnston, IA 50131

Date	Service	Description	Time	Rate	Amount
1/18/2016	Werge (225.00)	Assemble service documents for defendant; draft letter to Kandiyohi Sheriff's Office re service of summons and complaint; emails with Ms. P. Quines re obtaining newly issued summons; emails with Mr. T. Foster re [REDACTED]. [courtesy billing reduction from 1.1 hours]	0.6	225.00	135.00
1/19/2016	Werge (225.00)	Receive newly issued and corrected summons from court clerk; finalize and distribute service packet to Kandiyohi County Sheriff's Office.	0.5	225.00	112.50
1/5/2016	Fees	Complaint filing fee for United States District Court for the District of Colorado.		400.00	400.00
1/12/2016	Fees	FedEx for demand letter to MAT.		23.29	23.29
1/19/2016	Fees	Postage to deliver service documents to Kandiyohi County Sheriff's Office.		7.35	7.35
1/19/2016	Fees	Kandiyohi County Sheriff's Office base fee to serve process upon MAT.		50.00	50.00

Total **\$2,848.14**

Payments/Credits **-\$2,848.14**

Balance Due-This Invoice **\$0.00**

Total Outstanding Balance **-\$796.86**

LYDA WERGE

Invoice

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED
VIA EMAIL

Invoice #: 188
Invoice Date: 2/23/2016
Due Date: 3/9/2016
Billing Period: 1/21-2/20

Bill To:

Roboflight d/b/a AgPixel -- MAT Dispute
 Tory Foster
 5530 West Parkway, Unit 300
 Johnston, IA 50131

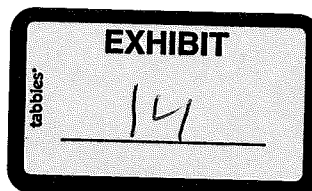
Date	Service	Description	Time	Rate	Amount
1/28/2016	Werge (225.00)	Calls with Kandyohi County Sheriff's department re status of service of process; email with Mr. T. Foster re [REDACTED].	0.2	225.00	45.00
2/5/2016	Werge (225.00)	Telephone conference with Kandyohi County Sheriff's Office re status of service attempts and reassignment of officer; emails with Mr. T. [REDACTED] re [REDACTED].	1.4	225.00	315.00
2/11/2016	Werge (225.00)	[REDACTED] draft and send letter and service paperwork to Renville. Telephone calls to Kandyohi and Renville County Sheriff's Offices re service of process; exchange emails with office coordinator Ms. L. Ziemer re deficiency in return of service form; email with Mr. T. Foster re [REDACTED].	0.7	225.00	157.50
2/12/2016	Werge (225.00)	Telephone call with Renville County Sheriff's Department (Pam) to confirm no continued need for service of process and shredding of documents; read and analyze original deficient return of service form received from Kandyohi County; additional email with Ms. L. Ziemer re need for new return of service.	0.3	225.00	67.50
2/17/2016	Quines (100.00)	Review e-notification of acceptance of filing of Notice of Submission of Return of Service; save to electronic case file; email to Mr. Werge forwarding same.	0.2	100.00	20.00
2/17/2016	Quines (100.00)	Review email from Mr. Werge; e-file Notice of Submission of Return of Service with court via CM/ECF.	0.2	100.00	20.00

Total

Payments/Credits

Balance Due-This Invoice

Total Outstanding Balance



LYDA WERGE

Invoice

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED
VIA EMAIL

Invoice #: 188
Invoice Date: 2/23/2016
Due Date: 3/9/2016
Billing Period: 1/21-2/20

Bill To:
Roboflight d/b/a AgPixel -- MAT Dispute
Tory Foster
5530 West Parkway, Unit 300
Johnston, IA 50131

Date	Service	Description	Time	Rate	Amount
2/17/2016	Quines (100.00)	Calculate and calendar deadline for Defendant Midwest Aerial to file Answer to Complaint.	0.2	100.00	20.00
2/17/2016	Werge (225.00)	Emails with Ms. L. Zimmer [REDACTED] Kandi County Sheriff's Office re revised return of service; draft and finalize notice of submission of return of service; emails with Mr. T. Foster re [REDACTED]	0.9	225.00	202.50
2/5/2016	Fees	[REDACTED] ice		7.35	7.35
2/15/2016	Fees	Mileage fee from Kandyohi County Sheriff's Office for completion of service of process		12.96	12.96
		[REDACTED]			

Total **\$867.81**

Payments/Credits **-\$796.86**

Balance Due-This Invoice **\$70.95**

Total Outstanding Balance **\$70.95**