**DISPOSITION AGREEMENT**

This Disposition Agreement (this "Agreement"), executed as of January 13, 2014 and effective as of the 1st day of May, 2014, by and between Auburn University herein "Auburn” and Hugh Dillon, Rick Holloway, Zach Hawkins, Ben Smith, Hunter Thorington (herein "Team 1") In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

WHEREAS, Rick Holloway has agreed to lend full and unrestricted use and access to his personal custom model quad copter, herein “the Bird” to Team 1 for time period January 13, 2014 – May 1, 2014

WHEREAS, Auburn shall not retain any rights to the use of or access to Rick Holloway’s “the Bird”

WHEREAS, Team 1 shall accept as repayment for Rick Holloway’s generosity that all personal expenditures required for the development of “the Bird” shall be relinquished to Rick Holloway as personal property.

NOW THEREFORE, subject to the terms and conditions herein and acceptance by the Transferee Rick Holloway, and the Transferor Team 1 hereby agree to undertake the following actions as defined in Article I herein for the consideration stated herein.

ARTICLE I

TRANSFER OF THE BIRD

1.01

Immediately upon the execution of this Agreement the Transferor shall transfer the Bird to Rick Holloway.

1.02

The bird shall be free and clear of all liens and encumbrances and the Transferee shall have good title to the Bird immediately upon the execution of this Agreement.

By:

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/s/ Thaddeus Roppel c/o Auburn /s/ Zach Hawkins

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/s/Hugh Dillon /s/ Ben Smith

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/s/Rick Holloway /s/ Hunter Thorington