

STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

ORG: 101 _____

SWIFT CONTRACT NO: 125125 _____

TYPE: Grant _____

PO NUMBER: 23934 _____

MDA PREPARER/CONTACT & PHONE NUMBER (INITIAL BY NAME):

^{DS}
Ak

Ann Kuzj -651-201-6028

AGENCY: B0401	FISCAL YEAR: 2017	SWIFT VENDOR NUMBER: 976306
TOTAL AMOUNT: \$13211.00	CATEGORY CODE: 84101501	SWIFT VENDOR LOCATION: 001
	ACCOUNT CODE: 441622	SWIFT VENDOR ADDRESS: 1
LAWS OF: MN statutes 41A.12		

ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION
FISCAL YEAR: 2017	FISCAL YEAR:	FISCAL YEAR:
FUND: 1000	FUND:	FUND:
DEPT ID: B0434768	DEPT ID:	DEPT ID:
APPROP ID: B047G76	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: \$13211.00	AMOUNT:	AMOUNT:

NEEDED FOR FEDERAL GRANTS

CONTRACT START DATE 5/22/2017

CONTRACT END DATE November 1, 2018

CONTRACT NAME & ADDRESS Bolton Bees
1130 Charles Ave,
Saint Paul, MN 55104

F&B ONLY BELOW THIS LINE

CHECKLIST: BUDGET CHECKED FAIL: _____ PASS: _____ OK TO DISPATCH NO: _____ YES: _____	P/T OVER \$25,000 EVALUATION PRINTED FOR FILE DATE: _____ INITIAL: _____
--	--

NOTES:

OK TO CLOSE: DATE: _____ INITIAL: _____ DATE: _____ INITIAL: _____

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Minnesota Department of Agriculture ("STATE") and Bolton Bees, 1130 Charles Ave, Saint Paul, MN 55104 ("GRANTEE").

Recitals

1. Under Minn. Stat. [41A.12](#) State is empowered to enter into this grant.
2. The State is in need of increasing sales of Minnesota agricultural products by diversifying markets, increasing market access and increasing food safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

May 22, 2017, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. Per, [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date:*

November 1, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

The Grantee agrees to perform the duties specified in both their work plan (Appendix 1) and budget (Appendix 2) which are attached and incorporated into this grant contract that define the grant project as described in their AGRI Value Added Grant application. The grantee agrees to supply the State with invoices containing descriptions of their purchases and proofs of payments relating to their work plan and budget and paid for on or after **4/20/2017** and on or before the grant contract expiration date. Failure to adequately prove project payments will disqualify the Grantee from receiving Fiscal Year 2017 grant funds. The grantee also agrees that funds are for no more than twenty-five percent (25%) of the total amount they have paid and are not being reimbursed for or cost-shared with any other entity, and that all duties have been performed to the State's satisfaction.

In addition the Grantee agrees to provide information to the State at twelve month intervals for three years regarding the impact the grant project has had on their business (including but not limited to how much the grant project has increased the sales of Minnesota agricultural products, improved food safety, increased production and gross sales of value-added products, number of employees, and number and type of new markets and whether new products can be produced).

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

After completion of the necessary signatures, the Grantee will be paid up to \$13,211.00 as a reimbursement of 25% of the eligible grant expenditures when proof that the duties outlined in Appendix 1 and 2 have been performed to the State's satisfaction.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$13,211.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of the services, up to 1 year after the expiration of the contract.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.

(b) Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.

(c) Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local

law.

6 Authorized Representative

The State's Authorized Representative is Ann Kuzj, Grants Specialist, 625 Robert St North, St. Paul, MN 55155, 651-201-6028; Ann.Kuzj@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Chiara Bolton, Bolton Bees, 1130 Charles Ave, Saint Paul MN 55104, boltonbees@gmail.com. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this

clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 *Intellectual Property Rights*

The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents. Works shall mean all inventions, improvements or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks, conceived, reduced to practices, created or originated by the grantee, its employees, and subcontractors, either individually or jointly with others, in the performance of the contract. Works shall include the Documents. The Documents are the originals of any databases, computer programs, reports, notes, or other materials and documents, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this Grant Agreement. The Documents shall be the exclusive property of the Grantee. The State agrees to, and hereby does, assign all rights, title, and interest it may have in the Works and the Documents to the Grantee. The State shall, at the request of the Grantee, execute all papers and perform all other acts necessary to transfer or record the Grantee's ownership interest in the Works and the Documents.

10.3 *Obligations.*

The Grantee represents and warrants to the State that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend and hold harmless the State at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee or State's opinion is likely to arise, the Grantee shall, at the State's discretion, either attempt to procure for the State on commercially reasonable terms the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State shall be in addition to and shall not be exclusive to other remedies provided by law. Nothing in this Article 10.3 shall constitute or be construed to constitute a waiver by either the State or the Grantee of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. Grantee may assert the immunities of the State in connection with Grantee's defense of any infringement claim brought against the State. The State shall reasonably cooperate with the Grantee in connection with the Grantee's defense of any claim or suit, and the State shall discontinue use of any allegedly infringing Works or Documents at Grantee's reasonable request.

10.4 *License to State.*

Subject to the terms and conditions of this Agreement, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works and Documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall, upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the Works and Documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original Documents and provide a copy of any of the Documents to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.

10.5 *Survivability.*

The rights and duties of the State and the Grantee, provided for above, shall survive the expiration or cancellation of this Grant Agreement.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05

Signed: DocuSigned by: Linda K Rowley
CFE1D287B75F48F...

Date: 5-18-17

SWIFT Contract/PO No(s) 125125 23934

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Chiara Bolton
B885A458E11C481...

Title: _____

Date: 5/18/2017

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: DocuSigned by: Andra F. Vauhel
A052892710EE430...

Title: _____

Date: 5/19/2017

Distribution:
Agency
Grantee
State's Authorized Representative

Bolton Bees Work Plan

We will wait to begin facility improvements until after signing the grant contract.

Hiring: After signing the grant contract, we will hire the contractors for the facility improvements included in the Value Added grant. Based on our August 2017 expected date of completion for the extraction portion of the honey house, we anticipate securing these contractors, and other necessary vendors, immediately after signing the grant contract and completing all ordering no later than May 2017.

Receiving and installation: We expect to begin improvements soon after all orders are placed with our contractors and material vendors in May 2017. We will have two phases of construction.

Phase 1: We expect the honey extraction portion of the house to be complete by August 2017. This will require contractors to lay concrete, build and insulate interior walls, add garage doors, connect the sewer line, and install electrical work for one-third of the honey house.

Phase 2: We anticipate the honey house to be fully functional by December 2017. This will include the renovations mentioned above to the remaining two-thirds of the honey house as well as installing the gas line and furnace, and interior doors. We will relocate all equipment to the honey house including our gravity filters, storage, and packaging upon completion.

Bolton Bees Budget

Budget Table:

Budget Category	Grant Award Funds	Applicant/matching Funds	Total Cost of Items in this Category
Personnel/Contractors	\$5,217.25	\$15,651.75	\$20,869.00
Equipment	\$0.00	\$0.00	\$0.00
Facility Improvements	\$7,994.00	\$23,982.00	\$31,976.00
Other	\$0.00	\$0.00	\$0.00
Total Request	\$13,211.25	\$39,633.75	\$52,845.00

Budget Narrative:

The budget items eligible for the Value-Added grant are attached below. These budgeted expenditures total \$52,845, of which Bolton Bees is seeking \$13,211. The remaining match of \$39,634 will be provided by Bolton Bees with financial backing from a home equity line and credit card. Additionally, Bolton Bees has already provided the funds for the land and the shop to be renovated into a honey house.

Personnel/Contractors: The labor budgeted totals \$20,869 of which Bolton Bees is seeking \$5,217 cost share from the Value Added Grant.

Facility Improvements: The materials required to renovate the shop into a functional honey house in accordance to food and safety regulations are budgeted to total \$31,976 of which Bolton Bees is seeking the balance of our grant request, \$7,994.

Personnel/Contractors

Name	Job Title & Company	Cost Estimate & Source	Description
Richard C. Gronlund	Construction contractor, Sebeka Homes, Inc.	\$4,569 cost estimate from Sebeka Homes Inc.	Labor installation of interior walls, ceiling steel, doors, and

garage doors

Richard C. Gronlund	Construction contractor, Sebekas Home,s Inc.	\$4,600 cost estimate from Sebekas Homes Inc.	Cement Labor
Lee Hendrickson	Septic design and installation contractor, L&B Excavating, Inc.	\$2,200 cost estimate from L&B Excavating Inc.	Septic line installation
Ron Steinkraus	Master Plumber, Ron Steinkraus Plumbing & Heating	\$9,500 cost estimate from Ron Steinkraus Plumbing & Heating	Plumbing labor

Facility Improvements

Facility Improvement	Source	Cost Estimate	Explanation
Electrical	Cost estimate from Zenergy, LLC.	\$6,238	Materials and labor for renovation of the 30x60 shop into a honey house
Furnace	Cost estimate from D.M.P. Heating - Cooling	\$3,825	Materials and labor for renovation of the 30x60 shop into a honey house
Interior Walls, Sheet Metal, Doors, and Garage Doors	Cost estimate from Sebekas Homes, Inc.	\$14,265	Materials for renovation of the 30x60 shop in a honey house
Insulation	Cost estimate from North Country Insulation	\$7,648	Materials and labor for renovation of the 30x60 shop into a honey house

Certificate Of Completion

Envelope Id: 13A1C13F021B47A2849256439EC87BF1	Status: Completed
Subject: Please DocuSign: GRT-AK-Bolton's Bees	
Source Envelope:	
Document Pages: 10	Signatures: 3
Supplemental Document Pages: 0	Initials: 2
Certificate Pages: 5	
AutoNav: Enabled	Payments: 0
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Stephen Moser
	1860 Michael Faraday Dr. Ste. 100
	Reston, VA 20190
	stephen.moser@state.mn.us
	IP Address: 108.171.131.186

Record Tracking

Status: Original	Holder: Stephen Moser	Location: DocuSign
5/11/2017 8:48:11 AM	stephen.moser@state.mn.us	

Signer Events

Ann Kuzj
ann.kuzj@state.mn.us
Security Level: Email, Account Authentication (None)

Signature

Using IP Address: 156.98.51.15

Timestamp

Sent: 5/11/2017 8:49:23 AM
Viewed: 5/11/2017 9:55:45 AM
Signed: 5/11/2017 9:56:33 AM

Electronic Record and Signature Disclosure:
Accepted: 12/8/2015 11:10:51 AM
ID: 36acdaf9-d28e-49ad-8dde-8604fe9cea62

Doug Spanier
douglas.spanier@state.mn.us
Attorney General Rep
CarahSoft OBO MN - Dept of Agriculture
Security Level: Email, Account Authentication (None)

Using IP Address: 156.98.51.15

Sent: 5/11/2017 8:49:24 AM
Viewed: 5/16/2017 3:06:42 PM
Signed: 5/16/2017 3:07:33 PM

Electronic Record and Signature Disclosure:
Accepted: 1/12/2016 8:27:16 AM
ID: 25d9851c-eebe-4974-be49-bb868dc58dc3

Melissa Olson
melissa.olson@state.mn.us
CarahSoft OBO MN - Dept of Agriculture
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 108.171.131.189

Sent: 5/16/2017 3:07:36 PM
Viewed: 5/17/2017 9:32:08 AM
Signed: 5/17/2017 10:55:25 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Linda K Rowley
linda.rowley@state.mn.us
Security Level: Email, Account Authentication (None)

DocuSigned by:
Linda K Rowley
CFE1D297B75F46F...

Using IP Address: 108.171.131.186

Sent: 5/17/2017 10:55:28 AM
Viewed: 5/17/2017 11:05:07 AM
Signed: 5/18/2017 11:48:56 AM

Electronic Record and Signature Disclosure:
Accepted: 5/18/2017 11:48:31 AM
ID: be8aa2ee-b88f-40e5-b71d-386b6fb9e881

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Chiara Bolton
 boltonbees@gmail.com
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

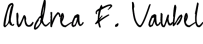
 BB65AA58E11C481...

Sent: 5/18/2017 11:48:58 AM
 Viewed: 5/18/2017 5:47:42 PM
 Signed: 5/18/2017 5:52:13 PM

Using IP Address: 75.168.165.34

Electronic Record and Signature Disclosure:
 Accepted: 5/18/2017 5:47:42 PM
 ID: b5576977-7714-49ce-95d1-b76025cc98c1

Andrea F. Vaubel
 andrea.vaubel@state.mn.us
 Assistant Commissioner
 CarahSoft OBO MN - Dept of Agriculture
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 A052B92710EE430...

Sent: 5/18/2017 5:52:15 PM
 Viewed: 5/19/2017 6:17:14 AM
 Signed: 5/19/2017 6:17:19 AM

Using IP Address: 108.171.131.189

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Notary Events	Timestamp
---------------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	5/18/2017 5:52:15 PM
Certified Delivered	Security Checked	5/19/2017 6:17:15 AM
Signing Complete	Security Checked	5/19/2017 6:17:19 AM
Completed	Security Checked	5/19/2017 6:17:19 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CarahSoft OBO MN - Dept of Agriculture (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CarahSoft OBO MN - Dept of Agriculture:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: stephen.moser@state.mn.us

To advise CarahSoft OBO MN - Dept of Agriculture of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at stephen.moser@state.mn.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from CarahSoft OBO MN - Dept of Agriculture

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to stephen.moser@state.mn.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CarahSoft OBO MN - Dept of Agriculture

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to stephen.moser@state.mn.us and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify CarahSoft OBO MN - Dept of Agriculture as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by CarahSoft OBO MN - Dept of Agriculture during the course of my relationship with you.