

TERMINATION AGREEMENT FOR CONTRACT BETWEEN STATE OF MINNESOTA AND BENNEVIS, LLC DATED JANUARY 9, 2002, AS AMENDED.

Termination

Pursuant to Paragraph 14 of the contract between the State of Minnesota, acting through its Legislative Coordinating Commission on behalf of the Electronic Real Estate Recording Task Force ("State") and Ben Nevis, Inc. ("Contractor"), 445 East Lake Street, Suite 330, Wayzata MN 55391, dated January 9, 2002, as amended, which states:

14. Termination

14.1 **Termination by the State.** The State may cancel this contract at any time, with or without cause, upon 30 days' written notice to Contractor. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed

that contract is hereby terminated as of November 12, 2002, on the terms stated in this document dated October 10, 2002 which also constitutes the written notice required under paragraph 14 for termination.

Final Deliverables and Compensation

Contractor will provide the following deliverables and receive the following compensation not already remitted as of the date of this termination, on the following terms and after review and acceptance by the Authorized Representative of the State:

1. Contractor will receive \$29,700 which is the unpaid retainage for the original contract of January 9, 2002;
2. Contractor will receive payment for deliverables as set forth in Attachment B of the contract as amended, through the September 2002 milestone ("Planning and Budgeting for Phase 1 – pursuant to paragraph 2.2.1.5.1") as set forth in the July 26, 2002 contract amendment in the amount of \$26,190, and the retainage withheld on the amounts due for those deliverables, in the amount of \$2,619, equaling \$28,809 less amounts already remitted for payment for those milestones.
3. Contractor will receive \$10,800 for completion of the change order to compile and submit a recommendation for to the Task Force for a new version of the Electronic Real Estate Recording standards, pursuant to the change order dated August 7, 2002 and approved by the Task Force on September 26, 2002.
4. Contractor agrees to provide up to 80 hours of additional effort through November 12, 2002 to conclude other deliverables and for transition purposes, as determined for both by the Project Coordinator, at a set compensation of \$5,000.

Miscellaneous Provisions

- 5. Contractor agrees that it is not eligible to submit proposals for any future contracts to be let by the Task Force, unless explicitly invited by the Task Force.

- 6. Contractor agrees that it will not provide services to be paid for by funds allocated by the Task Force, unless explicitly approved by the Task Force.

- 7. Contractor agrees that it will provide a "secured copy" of all documents created under this contract and will provide a summary and explanation of those documents to the Project Coordinator. "Secured copy" means an authenticated electronic document that is a baseline version that cannot be altered or tampered with.

Signatures:

ERERTF

LCC

By: _____
Mary Kiffmeyer

By: _____
Greg Hubinger

Chair, Electronic Real Estate
Recording Task Force

Director, Legislative Coordinating
Commission

Date: _____

Date: _____

By: _____
Senator Don Samuelson

Chair, Legislative Coordinating
Commission

Date: _____

Contractor

Ben Nevis, Inc.

By: _____

Title:

Date: _____