

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Administration ("State"), Northern Technologies Inc. ("Original Contractor"), and Northern Technologies, LLC ("Assigned Contractor").

WHEREAS, the State has an agreement with the Original Contractor, Northern Technologies, Inc., Master Contract Number ~~85259~~/T#15ATI, effective 02/03/2015 through 10/31/2016, to provide professional technical services; and 108183, formally SWIFT Contract Number 85259

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State;

NOW THEREFORE, the parties agree to the following:

1. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minnesota Statute § 16C.05, subdivision 2.
2. The State hereby approves the request of the Original Contractor to assign to the Assigned Contractor all its interests, rights, responsibilities, duties, and other provisions set forth in the Contract, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.
3. The Original Contractor and the Assigned Contractor jointly and severally represent and warrant to the State that:
 - a. the Original Contractor is not in default of any of its obligations under the Contract; and
 - b. the Original Contractor has assigned to the Assigned Contractor, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contractor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contractor; and
 - c. the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.
4. The Assigned Contractor accepts assignment of all the provisions of the Contract.
5. Any and all amounts due to the Original Contractor by the State for services provided by the Original Contractor prior to 01/31/2016 under the Contract will be paid to the Original Contractor by the State. Any and all amounts due under the Contract on or after 01/31/2016 will be paid to the Assigned Contractor by the State.
6. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates identified in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the total payments made to the Original Contractor.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

The Original Contractor certifies that the appropriate person(s) have executed this document on behalf of the Original Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Title: Principal Engineer
Date: 3/30/16

By:
Title:
Date:

3. DEPARTMENT OF ADMINISTRATION

By: 
Title:
Date: 4/5/16

2. ASSIGNED CONTRACTOR

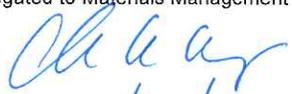
The Assigned Contractor certifies that the appropriate person(s) have executed this document on behalf of the Assigned Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
Title: Principal Engineer
Date: 3/30/16

By:
Title:
Date:

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: 
Date: 04/07/2016

41068