

# **Exclusive Site Marketing Agreement**

By and Between

**CRESCENDO CAPITAL PARTNERS, LLC**

And

**CITY OF PRINCETON, MN**

Dated January 12, 2023

This exclusive site marketing agreement (the "Agreement") is between Crescendo Capital Partners, LLC, a Delaware limited liability company (the "Company"), and City of Princeton, MN (the "Property Owner") as of January 12, 2023.

**WITNESSETH:**

**WHEREAS**, the Company is in the business of managing, marketing and owning cellular locations and leases;

**WHEREAS**, Property Owner is the owner of properties located on Schedule A attached hereto and made part hereof (individually, a "Property" and collectively, the "Properties") and wishes enter into lease agreements, including lease amendments and extensions, ("Cellular Leases") for the purpose of the installation and operation of cellular antennas by telecommunication tenants, AM/FM or satellite radio antennas or dishes, logistical support antennas related to the so-called "Internet of Things" or similar radio frequency based tenants ("Tenants") on the Property.

**WHEREAS**, Property Owner wishes to engage the marketing services of the Company as its exclusive representative to solicit potential Tenants and negotiate on the Property Owner's behalf such Cellular Leases;

**WHEREAS**, Property Owner wishes to compensate the Company upon the terms outlined herein including, and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services Provided by the Company. The Company shall perform the following services as part of the marketing of the Property to potential Tenants:
  - a. Prepare a site evaluation of each Property based upon information provided by the Property Owner. As part of the evaluation, the Property Owner shall provide the Company with photographs (the "Site Photos") of the Properties which shall include photographs of the roof and avenues of ingress and egress to the Property. Property Owner shall also provide the Company with copies of any existing site drawings or surveys of the Properties.
  - b. Prepare a lease solicitation offering package for potential tenants that may include a radio frequency and network analysis of the Property for

the prospective Tenant.

- c. Submit the solicitation offering package to potential Tenants who, in the opinion of the Company, would have interest in leasing the Property based upon their current cellular network broadcasting footprint in each Property's geographic area.
- d. Negotiate in conjunction with the Property Owner the terms of any Cellular Lease or Cellular Lease renewal. It is agreed that any outside third-party costs or expenses such as legal or surveys related to the solicitation of prospective Tenants shall be shared equally between the Company and the Property Owner.
- e. The terms of this Agreement shall run with the Land and shall bind successor Property Owners.

2. Exclusive Marketing Arrangement and Cooperation.

- a. During the Term (as defined in paragraph 4 below) of this Agreement, the Property Owner agrees that the Company shall be the exclusive marketer of the Property for Cellular Leases, and the Property Owner agrees to direct all Cellular Lease inquiries to the Company regardless of whether such inquiries were received as a result of the Company's solicitation.
- b. Property Owner and the Company agree to cooperate with each other in a commercially reasonable manner in order to effectively market and manage the Property, including, but not limited to, providing reasonable access and space to prospective tenants for both the installation and operation of their equipment and any related utilities thereto ("Tenant Access and Operation"). Property Owner further agrees to execute, and be a party to, the Cellular Leases submitted by the Company that will include the granting of easements related to Tenant Access and Operation.

3. Lease Revenue Sharing. Upon execution of any Cellular Lease whether procured by the Company as a result of the Company's solicitation or as a result of an independent lease inquiry by a Tenant, and commencement of payment of the rent thereunder, the Company and the Property Owner shall each share equally (net of any third party expenses incurred in securing such Cellular Lease, or any amendment thereof, including, but not limited to, construction costs, zoning, legal, engineering or environmental) in any consideration paid pursuant to the Cellular Lease on the Property, including any rent (inclusive of any and all rent escalations or increases) or deposit paid by the Tenant or any successor or assignee of the Tenant, for the full term of the Cellular Lease, including lease extensions or renewals.

#### 4. Term.

The term of this Agreement shall commence on the date hereof and, unless otherwise terminate in accordance with the terms hereof, shall remain in full force and effect for a period of fifteen (15) years from the date of this Agreement (the "Term"), provided however that Term shall be extended to be coterminous with any Cellular Lease that may exist and be in force on the Property during the Term (including extensions of existing leases). It is understood and agreed that the time to effectively market the Property may take years, the Company's marketing efforts are not required on a daily basis or other periodic basis, and there is no assurance that the Company will be successful in procuring a Tenant. Property Owner agrees that the Company and its officers and directors will have no liability to the Property Owner in the event that the Company is unable to secure a Cellular Lease on the Property.

#### 5. Representations and Warranties.

- a. Property Owner represents and warrants to the Company that: (i) Property Owner is the owner of the Property; (ii) Property Owner has the authority to enter into this Agreement and the Cellular Lease agreement and to grant access to the Company pursuant to such agreements; and (iii) Property Owner's execution of this Agreement and the Cellular Lease agreement shall not violate, conflict with, or result in default under or a breach of, any contract or agreement, oral or written, applicable to Property Owner.
- b. The Company represents and warrants to the Property Owner that: (i) the Company has the authority to enter into this Agreement and the Assignment Agreement; and (c) the Company's execution of this Agreement and the Assignment Agreement shall not violate, conflict with, or result in default under or a breach of, any contract or agreement, oral or written, applicable to Company.

6. Indemnification. Each party will indemnify and hold harmless the other party from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of or resulting from any breach of any representation, warranty or agreement made by the indemnifying party in the Agreement.

7. Severability. Except with respect to the exclusivity granted to the Company, if any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other severable provision of this Agreement. Should the exclusivity granted to the Company be adjudged invalid or unenforceable, the Company, at its sole and absolute option, may continue this Agreement on a non-exclusive basis or terminate this agreement without any continuing obligations, liabilities or penalty to Property Owner of any kind whatsoever.

8. Governing Law. The validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts performed entirely therein, without regard to its conflict of law provisions.

9. Entire Agreement. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and may be amended, modified, waived or terminated only with the prior written consent of the parties hereto.

10. Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. With prior written consent of the Property Owner, which consent shall not be unreasonably withheld, the Company shall have the right to assign this Agreement and its rights and obligations hereunder, including the right to subcontract all or any part of the services to be performed by the Company under this Agreement.

11. Interpretation. The word "include", "includes", and "including" when used in this Agreement shall be deemed to be followed by the words "without limitation", unless otherwise specified. A reference to any Party to this Agreement or any other agreement or document shall include such Party's predecessors, successors and assigns.

12. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or

mailed by registered air mail, return receipt requested, or by commercial courier or delivery service, addressed to the parties set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid):

If to the Company, to:  
Crescendo Capital Partners, LLC  
PO Box 1584  
New Canaan, CT 06840  
Attention: Mr. Kenneth Saverin  
President & Chief Executive Officer

If to Property Owner, to:  
City of Princeton, MN  
705 N 2<sup>nd</sup> St  
Princeton, MN 55371  
Attention: City Administrator

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

**Crescendo Capital Partners, LLC**

By: \_\_\_\_\_  
Name: Kenneth Saverin  
Title: President & Chief Executive Officer

**City of Princeton, MN**

By: \_\_\_\_\_  
Name:  
Title:

Schedule A  
(ATTACHED HERETO AND MADE A PART HEREOF)

**List of Properties**

1. 45.570901, -93.584467 . Intersection of N 2<sup>nd</sup> St and 8<sup>th</sup> Ave S, Princeton, MN