

First Amendment to Representation Agreement

This First Amendment to the Representation Agreement (the “Amendment”) is entered into between the City of St. Paul, a municipal corporation of the State of Minnesota, Department of Parks and Recreation (“CLIENT”), and Bench Strength Partners, Inc. (“BSP”) on this 14th day of March, 2016.

WHEREAS, CLIENT and BSP have previously entered into a Representation Agreement, dated January 26th, 2016 (the “Agreement”); AND

WHEREAS, the scope of the Agreement is limited to the negotiation of leases for cellular antennas and related communication equipment on CLIENT property managed by its Department of Parks and Recreation, as outlined in Exhibit A to the Agreement; AND

WHEREAS, CLIENT and BSP wish to amend the Agreement through this Amendment to expand the scope of the Agreement to include negotiation of leases for the installation of small cell communication systems (“Small Cell Systems”) on CLIENT property managed by its Department of Public Works (“Public Works”), Traffic and Engineering Division; NOW therefore be it

RESOLVED that CLIENT and BSP hereby amend the Agreement as follows:

1. The definition of “CLIENT” shall be expanded to include both the City of St. Paul’s Department of Parks and Recreation and its Department of Public Works.
2. The “Scope of Agreement (Section 2) shall be expanded to include the negotiation of leases, licenses, lease buyouts or other agreements for the rental of space on CLIENT property for the installation of Small Cell Systems, including cellular antennas and other related communication equipment in and/or upon certain of CLIENT’s light poles, traffic control poles, conduits, conductor pull boxes, appurtenances and certain public rights-of-way and/or other CLIENT property managed by Public Works for the additional location(s) listed on Exhibit A to the Agreement. For a two year period following the completion of any agreement for the services described herein, any new requests for Small Cell Systems installations on any of CLIENT properties described in this Amendment and not listed in Exhibit A shall be added to Exhibit A.
3. In all other respects, the remaining terms of the Agreement shall apply, as outlined therein.

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Executed this 14th day of March, 2016.

BENCH STRENGTH PARTNERS, INC.

CITY OF SAINT PAUL

BY:

Francis P. Clerkin

Name:

Francis P. Clerkin

Title: Partner

BY:

Disa D. Veith

Name:

Title: City Attorney

BY:

[Signature]

Name:

Title: Financial Services Director

VEI

BY:

Nancy P. Horner

jr Name:

Christopher B. Coleman

Title: Mayor or Designee

**REPRESENTATION AGREEMENT
FOR LEASE OF OR LICENSE TO USE MUNICIPAL PROPERTY**

EXHIBIT A – SCHEDULE OF LOCATIONS

REVISED based on First Amendment

This Exhibit A to the agreement dated January 26, 2016 (“Agreement”) between the CITY OF SAINT PAUL (“CLIENT”) and Bench Strength Partners, Inc. (“BSP”) describes the location(s) for which the CLIENT has designated BSP to act as CLIENT’s Exclusive Representative. This Exhibit A was revised on April 18, 2016 to include additional locations (item numbers 3 and 4 below).

LOCATION(S):

- 1. Merriam Park Recreation Center grounds located at 2000 Saint Anthony, Saint Paul, MN 55104**
- 2. Edgcumbe Recreation Center located at 320 Griggs Street South, Saint Paul, MN 55105**
- 3. Verizon Wireless small cell sites located within City right-of-way on city light poles:**
 - a. Downtown sites – see attached project map labeled, “DT St Paul Future Light Pole Small Cell”**
 - b. Cathedral sites – see attached project map labeled, “Min Cathedral StPI SC1 St. Paul, Minnesota Proposed Light Pole Small Cell Drawings”**
- 4. Mobilite FIT sites located within City right-of-way on city light poles in Downtown St. Paul and nearby locations outside of Downtown – see attached project map labeled, “St. Paul / Mobilite FIT Sites: Location Map”**