

**Fill in this information to identify the case:**

Debtor Starry Group Holdings, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10219

## Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>3463 Walnut St / S-DENDEN0011-A / CODEN0281</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> See summary page  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Contact phone <u>303-228-7366</u> Contact email <u>See summary page</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_

7. How much is the claim? \$ 1,017.86. Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

equipment on rooftop of property, monthly fee due to us pre-petition

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature or property:**  
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☐ No  
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 1,017.86

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/26/2023  
MM / DD / YYYY

/s/Jennifer Faulkner  
Signature

Print the name of the person who is completing and signing this claim:

Name Jennifer Faulkner  
First name Middle name Last name

Title Regional Portfolio Director

Company Zocalo Community Development  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 480-0830 | International (781) 575-2040

<b>Debtor:</b> 23-10219 - Starry Group Holdings, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> 3463 Walnut St / S-DENDEN0011-A / CODEN0281 Prinzo Walnut, LLC 455 Sherman Street Suite 205 Denver, CO, 80203 <b>Phone:</b> 303-228-7366 <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> jen.faulkner@zocalodevelopment.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b> Error message when trying to state my file size for the documentation is too large	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
	<b>Other Names Used with Debtor:</b>	
<b>Amends Claim:</b> No <b>Acquired Claim:</b> No		
<b>Basis of Claim:</b> equipment on rooftop of property, monthly fee due to us pre-petition	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1,017.86	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 1,017.86 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Jennifer Faulkner on 26-Apr-2023 6:11:55 p.m. Eastern Time <b>Title:</b> Regional Portfolio Director <b>Company:</b> Zocalo Community Development		

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### TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement ("**Agreement**") is made and entered into as of the date last signed below (the "**Effective Date**").

1. **Parties.** For purposes of this Agreement, the following terms will apply:

"**Owner**": **PRINZO WALNUT, LLC**  
**c/o ZOCALO COMMUNITY DEVELOPMENT**  
 Address: 455 Sherman Street, Suite 205  
 Denver, Colorado 80203  
 Attention: Ted Featherstone  
 Telephone: 303.228.7364  
 Email: ted.featherstone@zocalodevelopment.com

<b>With copies of any legal notice to:</b>	Prinzo Walnut, LLC c/o Principal Real Estate Investors, LLC 711 High Street Des Moines, Iowa 50392-1370 Attention: Linda Woofler Telephone: 515.248.3362 Email: Woofler.Linda@principal.com	Prinzo Walnut, LLC c/o Principal Real Estate Investors, LLC 711 High Street, Department H-030 Des Moines, Iowa 50392 Attention: Andrew Miller Telephone: 515.235.5889 Email: Miller.Andrew@principal.com
	Davis Craig, PLLC 13355 Noel Road, Suite 2018 Dallas, Texas 75240 Attention: Ian Davis Telephone: 817.614.9211 Email: ian@mdulaw.com	

**Property access requests:** TO BE PROVIDED FOLLOWING COMPLETION OF CONSTRUCTION  
 Phone: TO BE PROVIDED FOLLOWING COMPLETION OF CONSTRUCTION  
 Email: TO BE PROVIDED FOLLOWING COMPLETION OF CONSTRUCTION

"**Provider**": **STARRY, INC.**  
 Address: 38 Chauncey Street, 2<sup>nd</sup> Floor  
 Boston, Massachusetts 02111  
 Attention: General Counsel  
 Telephone: 203.260.1064  
 Email: legal@starry.com  
 Network Email: network-vendor@starry.com

2. **Property.** Owner owns or has control over the real property and all landscaping, fixtures, equipment, and improvements thereon, including the multi-tenant building under construction or planned for construction as of the Effective Date, located at 3463 Walnut Street, Denver, Colorado 80205 (the "**Property**").
3. **Term.** This Agreement is effective as of the Effective Date. The "**Commencement Date**" means the earlier to occur of: (i) the 1<sup>st</sup> day of the month following the date that Provider begins installing any portion of the Telecom Equipment (as defined in Section 6), or (ii) June 1, 2021. The Initial Term of this Agreement commences on the Commencement Date and continues for a period of 5 years thereafter (the "**Initial Term**"). The Initial Term will expire at midnight on the day before the 5<sup>th</sup> anniversary of the Commencement Date. If, at the end of the Initial Term (and each Renewal), Provider is not in default under this Agreement, then either party may elect to renew this Agreement for up to 4 additional periods of 5 years each under the same terms and conditions of this Agreement (each 5-year period is a "**Renewal**") by sending written notice of such election to the other party (a "**Notice of Renewal**") at least 120 days prior to the expiration of the then-current Term; provided, however, that either party may reject the other party's Notice of Renewal by giving written notice of such rejection to the other party within 30 days of receipt of the Notice of Renewal. Each Renewal expires at midnight on the day before the applicable anniversary of the Commencement Date. The

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"Term" includes, collectively, the Initial Term and the Renewals. Provider will have no option to extend the Term beyond the Renewals set forth herein, and Provider agrees that the Telecom Space (as defined in Section 6) will be provided on an "as is, where is" basis at the commencement of each Renewal.

4. **Provider's Monetary Obligations.** The term "**Monetary Obligations**" means, collectively, the Rent, Additional Rent, the Utility Charge, and all other amounts that Provider is obligated to pay under this Agreement. "**Rent**" means the recurring monthly payment, beginning on the Commencement Date, from Provider to Owner in the amount of \$1,500.00. Rent is due on or before the 1st day of each calendar month without demand, deduction, or setoff. The Rent will automatically be increased concurrent with the commencement of each Renewal by 12% above the amount of the Rent in effect immediately prior to such increase. "**Additional Rent**" means a one-time payment in the amount of \$N/A (\$0.00), due within 60 days of the Effective Date. Notwithstanding any other provisions of this Agreement, the Additional Rent is non-refundable and shall be retained by Owner following any termination of this Agreement for any reason. "**Security Deposit**" means an amount equal to \$N/A (\$0.00), to be applied by Owner toward arrearages of payments due from Provider or to reimburse Owner for expenditures made or damages suffered due to Provider's failure to perform its obligations under this Agreement, which Security Deposit is due within 10 days of the Effective Date. If Provider is obligated to reimburse Owner for its utility usage (reference Section 12), then Provider shall pay a monthly "**Utility Charge**" for its usage in the amount of \$100.00. If, within 60 days of each anniversary of the Effective Date, Owner demonstrates that the actual cost of utility services used by Provider is in excess of the Utility Charge paid for the preceding year, then Provider shall reimburse Owner for such overage, and the parties may elect to amend this Agreement to increase the Utility Charge accordingly.
5. **General Definitions.**
  - 5.1 "**Applicable Law(s)**" means all current or future laws, rulings, orders, regulations, restrictions, or requirements enacted or issued by any governmental entity, including without limitation licensing, zoning, building, electrical, and fire codes, and rules, regulations, and orders of the Occupational Safety and Health Administration ("**OSHA**"), Federal Communications Commission ("**FCC**"), or Federal Aviation Administration ("**FAA**"), as well as all easements, requirements, standards, or restrictions currently in effect or adopted in the future by any insurance carrier, utility company, property owner's association or similar body, or imposed by the owner of the Property.
  - 5.2 "**Industry Standards**" means the normal and customary standards applicable to Provider's Work (as defined in Section 5.11), as well as the most current version of the following codes and standards: Construction Specifications Institute (CSI) Construction Standard Specifications; National Fire Protection Association (NFPA) 70 (National Electric Code); EIA/TIA 569 (Commercial Building Standards for Telecommunication Pathways and Spaces); EIA/TIA 568 (Commercial Building Telecommunications Wiring Standard); and applicable Institute of Electrical and Electronic Engineers, Inc. (IEEE) Standards. If a conflict exists between an Industry Standard and a minimum standard contained in any Applicable Law, the stricter standard will apply.
  - 5.3 "**Occupant(s)**" means the current or future tenants and occupants at the Property, and their invitees and guests.
  - 5.4 "**Owner-related Person(s)**" means (i) Owner and its subsidiaries, (ii) Owner's parent company, (iii) Principal Real Estate Investors, LLC, (iv) any lender whose loan is secured by a lien against the Property, (v) Owner's Property management company and staff (including Property security), (vi) the respective shareholders, members, partners, managers, and affiliates of the parties described in items (i) through (v), and (vii) any officers, managers, directors, employees and agents of the parties described in items (i) through (vi).
  - 5.5 "**Permitted Services**" means the broadcast and reception of wireless signals over the Telecom Equipment in the 37 GHz and 5 GHz (for backup purposes) frequency band ranges, for the provision of Internet connectivity services to Provider's customers at properties in the market area of the Property.
  - 5.6 "**Plan(s)**" means drawings and specifications prepared by a licensed engineer or architect setting forth in detail the design, location, dimensions, weight, material composition, and frequency, and the methods and standards for the construction, installation, modification or removal, of the Telecom Equipment in the Telecom Space, as more fully set forth in Exhibit C.
  - 5.7 "**Property Rules**" means (i) any requirements, conditions, or restrictions required or adopted by the commercial property insurance carrier for the Property, and (ii) rules, regulations, or codes of conduct promulgated by Owner, Owner's on-site

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management staff, or on-site security staff for the Property which are non-discriminatory (e.g., generally applicable to vendors and contractors and uniformly enforced).

- 5.8 **"Property Systems"** means those mechanical, electrical, and telecommunications systems located at or serving the Property, that are necessary or desirable for the day-to-day operations and ordinary business of the Property. Property Systems include, but are not limited to: heating, ventilation, and air conditioning; plumbing; electrical; gas; fire protection; life, safety, and security systems; irrigation systems; public utilities; elevator and mechanical systems; and telephone, video, Internet and other telecommunications services serving Occupants, Owner, and the buildings at the Property.
- 5.9 **"Provider-related Person(s)"** means (i) Provider, (ii) all contractors and other parties involved in the installation, operation, maintenance, repair or removal of the Telecom Equipment, (iii) the shareholders, members, managers, partners, and affiliates of the parties described in items (i) and (ii), and (iv) the officers, managers, directors, employees and agents of the parties described in items (i) through (iii).
- 5.10 **"Third Party Service Provider(s)" or "TSP(s)"** means other telecommunications service providers, either wireless or wireline, that are now or may in the future be operating at the Property.
- 5.11 **"Work"** means the installation, modification, repair, upgrade, or removal of any Telecom Equipment, and any construction, relocation, modification, or related activities with respect to the Telecom Space or Telecom Equipment.
6. Telecom Equipment; Telecom Space; Permitted Use. The **"Telecom Equipment"** the 6 microwave antennas installed in the Roof Area by Provider and any necessary appurtenant equipment reasonably required for Provider to provide the Permitted Services, all as more fully set forth in the Plans approved by Owner. The **"Equipment Area"** means the space containing 8 square feet of wall area located in the communications utility room situated on the 13<sup>th</sup> floor of the Property. **"Cable Pathways"** means the horizontal and vertical paths under sidewalks, driveways, or landscaped areas, and/or through walls, risers, cored openings, plenums, ducts, or conduits which Owner authorizes Provider to use on a non-exclusive basis. The **"Roof Area"** means the space containing 81 square feet of area on the roof of the Property, as shown on Exhibit C. The **"Telecom Space"** means, collectively, the Cable Pathways, the Roof Area, and the Equipment Area. The Telecom Space may not be enlarged or expanded without Owner's express prior approval, in Owner's sole discretion. Provider is permitted to use the Telecom Space solely to install, operate, maintain, upgrade, repair, replace, and remove the Telecom Equipment and to perform the Permitted Services (the **"Permitted Use"**).

The foregoing details regarding square footage usage, number of antennas, and location of the Equipment Area are preliminary based on the construction plans for the Property available as of the Effective Date. Owner and Provider agree that Provider will provide more detailed drawings, Plans and information (including a final equipment listing) for Owner's review and approval as required in this Agreement before performing any Work at the Property.

7. License; Access; Property Condition.

- 7.1 Grant of Rights. Subject to Provider's compliance with the terms of this Agreement and the timely payment of Rent, Owner grants to Provider a non-exclusive license to enter necessary portions of the Property and to install the Telecom Equipment in the Telecom Space for the sole purpose of providing the Permitted Services (the **"License"**). The License granted herein is not exclusive. Owner hereby reserves the right to grant, renew, or extend similar licenses to others. The parties acknowledge that this Agreement creates a license only, and that Provider does not have, and shall not at any time claim, any interest or estate of any kind or to any extent whatsoever in the Property or the Telecom Space pursuant to this Agreement, the License herein granted, or Provider's use of the Telecom Space. Further, the parties acknowledge that in no event shall the relationship between Owner and Provider be characterized as a landlord-tenant relationship, and Provider shall not be entitled to avail itself of any rights afforded to tenants under the laws of the state in which the Property is located. This Agreement is not, and does not grant, an easement.
- 7.2 Property Condition. Provider accepts the Telecom Space in its **"as-is"** condition. Owner makes no warranty or representation as to the condition of the Property or Telecom Space, including, but not limited to, whether the Property, Telecom Space, or Property Systems are suitable for Provider's Permitted Use. Owner will maintain the Property in such a manner so that Provider may exercise the rights and obligations granted under this Agreement. Except as provided in



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the preceding sentence, Owner will have no responsibility for maintaining any portion of the Telecom Space or for performing any work or providing any materials to prepare the Telecom Space or the Property for Provider.

- 7.3 Access. Provider may access the Telecom Space during the ordinary business hours of the Property (currently 9:00 AM to 6:00 PM (Property time), Monday through Friday, which hours may be revised from time to time by Owner in accordance with its normal business practices) for regular maintenance and repairs, and 24 hours a day, 7 days a week for an emergency which threatens the well-being of persons or property, or a material disruption of the transmission or reception of the Permitted Services. Provider will use reasonable efforts to provide Owner at least 1 business day's advance notice for any non-emergency access to the Property and at least 2 hours' advance notice of any need for access because of an emergency, in each case to Owner's Property access contact set forth in Section 1. If no emergency exists and Owner receives less than 1 business day's notice of Provider's desire to access the Property, or if an emergency exists and Owner receives less than 2 hours' advance notice, Owner will use commercially reasonable efforts to accommodate Provider's request. Access after business hours shall be for emergency purposes only, unless otherwise consented to by Owner, and shall be in compliance with Property Rules. All Provider-related Persons shall register with Owner's on-site manager prior to performing any activities on the Property. All Provider-related Persons are required to carry visible identification sufficient to identify them as representatives of Provider at all times while on the Property. Owner may require that Provider-related Persons be accompanied by Owner's personnel during any such entry. If Provider requests access to the Telecom Space at times other than the normal business hours for the Property, Provider will reimburse Owner for extra expenses incurred in connection with such request, including without limitation reasonable trip charges and overtime charges for such after-hours access, not to exceed \$50.00 per hour. **OWNER, OWNER'S ON-SITE MANAGEMENT STAFF, OR PROPERTY SECURITY MAY DENY ACCESS TO THE TELECOM SPACE TO ANY PROVIDER-RELATED PERSON THAT DOES NOT PRESENT SATISFACTORY PROOF OF IDENTITY TO THE PROPERTY MANAGEMENT OR PROPERTY SECURITY. OWNER WILL HAVE NO OBLIGATION TO PROVIDE SECURITY TO PROVIDER-RELATED PERSONS AND NO LIABILITY WITH RESPECT THERETO.**
- 7.4 Occupant Space. Access through an Occupant's or TSP's premises will be subject to the terms of the Occupant's or TSP's agreement (including any lease, license, easement or other property right or interest) and occur only at such times as are allowed by the Occupant or TSP, if at all.
8. Installation and Modification of the Telecom Equipment. No Telecom Equipment will be installed in any chase, conduit, common area, or electrical, storage, utility, mechanical, equipment, telephone or heating, ventilation or air conditioning room without the prior approval of Owner and, if applicable, any affected Occupant. All Work by or on behalf of Provider at the Property will at all times comply with the design and Work requirements set forth in Exhibit A.
9. Provider's Operations and Covenants.
- 9.1 General Requirements. No approval by Owner under this Agreement waives, releases, or otherwise affects Provider's obligations under this Agreement. Provider may not use the Telecom Equipment or Telecom Space or perform Work in a manner that disrupts the day-to-day activities or business of the Property or a Property System. Provider will, on an ongoing basis, maintain and operate the Telecom Equipment and Telecom Space, and perform all Work and the Permitted Use, in a good and safe condition and in compliance with Applicable Laws, Industry Standards, Property Rules, and the requirements of Exhibit A. To the extent that any provision of Exhibit A conflicts with Property Rules, the stricter standard shall control. Provider will ensure that Provider-related Persons entering the Property are sufficiently trained to perform their duties without causing injury to the Property, Owner-related Persons, TSPs, Occupants, or the property of any of the foregoing, and without causing material interruption to the daily business operations of the Property. Provider shall keep the Telecom Space free from all trash, debris, and waste resulting from its use by Provider-related Persons.
- 9.2 Repairs and Restoration. Provider shall promptly and properly repair any portion of the Property damaged by Provider's Work or operations at the Property, including the installation, maintenance, or removal of the Telecom Equipment or the performance of the Permitted Use, to that condition that existed immediately prior to such damage.
- 9.3 Liens. Within 10 days after notice from Owner, Provider will discharge or bond around any mechanic's or other lien asserted, filed, or continued against the Property for: (i) services performed; (ii) equipment or facilities provided by Provider's contractors, subcontractors, mechanics, laborers, suppliers or any other Provider-related Person; (iii) for work performed or equipment or facilities provided in or on the Telecom Space or the Property pursuant to the terms of this



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Agreement. If Provider fails to timely discharge or bond around any such lien, Owner may (without waiving any Claims (as defined in Section 17.1.2) Owner may have against Provider for its failure to cure such default) bond around, pay, or otherwise discharge the lien or the underlying Claim upon which the lien is based, and Provider will pay to Owner any amounts or costs incurred by Owner (including any interest, Legal Costs (as defined in Section 17.1.5), and administrative costs) in doing the same.

- 9.4 Emissions. Provider shall at all times during the Term comply with then-current Applicable Law pertaining to non-ionizing radiation or electromagnetic emissions. Provider shall be responsible for such compliance either with respect solely to the Telecom Equipment or the integration of the Telecom Equipment with any other telecommunications facilities or other electromagnetic emitting facilities in the Property. Provider shall, at its sole cost, perform any alterations or adjustments to the Telecom Equipment that may be required during the Term due to a change in or the implementation of Applicable Law, including a reduction of the effective radiated power of the Telecom Equipment.
- 9.5 Marking And Lighting Requirements. Provider shall construct, install, and operate the Telecom Equipment at the Property in compliance with all marking, lighting, and other requirements of the FAA and the FCC. Should Owner be cited because all or a portion of the Property is not in compliance with such regulations caused in whole or in part by the Telecom Equipment, Provider will immediately cure the conditions of noncompliance to the extent resulting from the Telecom Equipment, at Provider's sole cost and expense. Provider shall be solely responsible for all costs and expenses, including without limitation fines and penalties imposed upon Owner-related Persons, as a result of any such violation to the extent caused by the Telecom Equipment, and Provider shall reimburse Owner in the event Owner is required by law to pay such fines or penalties.
- 9.6 Concealment Measures. Provider is obligated to install and maintain, at Provider's sole cost and expense, any improvements, access control devices, screening, or stealthing measures, landscaping, or any other measures as may be required by Applicable Laws for the maintenance and operation of the Telecom Space or Telecom Equipment, or as may be reasonably required by Owner. At any time during the Term, Owner may require Provider to install a device screening the Telecom Equipment in the Roof Area or Equipment Area from public view or other Owner-approved stealth application, provided such device or stealthing measure does not materially and adversely interfere with the operation of the Telecom Equipment, including the ability to send and receive line-of-sight radio communications.
10. Prohibited Uses; Government Approvals; Hazardous Materials.
- 10.1 Prohibited Uses. Unless expressly approved in writing by Owner, which approval is at Owner's sole discretion, Provider will not (i) replace or augment any component of the Telecom Equipment in order to provide any services not expressly included in the Permitted Services; (ii) permit the use of any portion of the Telecom Space or Telecom Equipment by anyone other than Provider; (iii) broadcast wireless signals outside of the frequencies licensed to Provider by the FCC or otherwise permitted in the Permitted Services; (iv) advertise, solicit, or otherwise market door-to-door in any area of the Property, (v) allow any excessive or objectionable levels of noise to be generated by the Telecom Equipment, or cause the decibel level of the Telecom Equipment to exceed the allowable noise decibel level established by ordinance of the city or county in which the Property is located; (vi) provide services to Occupants; or (vii) transmit or receive RF signals over unlicensed frequencies or unregulated spectrum, including in the 2.4 GHz (ISM), 5 GHz (U-NII), wireless fidelity (Wi-Fi) frequency bands, or in any other frequency bands that are now or may become available for unlicensed use; provided, however, that (A) Provider may use the 5 GHz (U-NII) band on a limited basis for redundancy and backup purposes in the event of a malfunction of its primary antennas, and (B) if Owner reasonably believes that Provider's use of the Wi-Fi frequency bands causes Interference (as defined in Section 14) on 2 or more occasions in any rolling 24-month period, then Owner may send notice to Provider requiring that Provider immediately cease use of any unlicensed frequencies at the Property and Provider will, from and after the date of such notice, be prohibited from using any unlicensed frequencies at the Property unless and until Provider resolves the interference or demonstrates that it is not the cause of the interference.
- 10.2 Government Approvals. "**Government Approvals**" means any required approval(s) or the issuance of a license, certificate, variance, or permit by any agency, board, court, or other governmental or quasi-governmental authority necessary for the construction, maintenance, or operation of the Telecom Equipment, including without limitation any certificate, license, permit, or other proof as may be required to demonstrate compliance with Applicable Laws. Provider shall be solely and completely responsible for obtaining and maintaining any required Government Approvals for the

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Permitted Use. Owner shall, at Provider's sole cost and expense and at no more than de minimis time and effort to Owner, cooperate with Provider in its efforts to obtain Government Approvals. Provider may terminate this Agreement upon 30 days' prior written notice to Owner and without penalty or fee, if Provider is unable to obtain or maintain any Government Approvals, or if Provider determines that the cost or timeliness of obtaining or retaining the same is commercially unreasonable; provided, however, that Provider must at all times act in good faith and use best efforts to obtain and maintain any Government Approvals.

- 10.3 **Hazardous Materials.** Provider will not cause or permit the storage, use, generation, disturbance, release, or disposal of Hazardous Materials in the Property without Owner's consent, except for the use and storage of supplies required in the ordinary course of Provider's business (including backup batteries), provided (a) the materials are in insubstantial quantities, (b) the materials are used, transported, handled, stored, labeled, and disposed of in accordance with Applicable Law, and (c) Provider gives Owner notice of the presence of each such Hazardous Material and a copy of any applicable material safety data sheet, if requested by Owner. "**Hazardous Materials**" means any substance which is (i) designated, defined, classified, or regulated as a hazardous or toxic substance, hazardous material, hazardous waste, pollutant, or contaminant under any Environmental Law (as defined herein), as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation, or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation, or release or threatened release into the environment of Hazardous Material.
- 10.4 **ACMs.** Provider will be solely responsible for: (a) determining prior to preparation of its Plans with respect to either the installation or alteration of the Telecom Space or Telecom Equipment whether any asbestos-containing materials or potential asbestos-containing materials (collectively, "**ACMs**") might be disturbed by any Provider-related Person during the installation, connection, or modification process; and (b) complying with all Applicable Law, including giving notices to employees and using contractors certified to work in areas containing ACMs. Any required reporting to or contact with any government agency having jurisdiction over the ACMs will be handled by or at the direction of Owner. **IN NO EVENT WILL ANY PROVIDER-RELATED PERSON DISTURB EXISTING ACMs.** If, during installation or alteration, a Provider-related Person encounters existing ACMs, such Provider-related Person will immediately cease work and Provider shall report the ACMs to Owner in writing. In such event Owner will have the option, exercisable by written notice delivered to Provider on or before 30 days after receipt of notice of potential disturbance, to: (i) terminate this Agreement; (ii) require that the Telecom Equipment or the Telecom Space be installed in a portion of the Property where no disturbance of ACMs will be necessary; or (iii) agree to remove, encapsulate, or otherwise remediate such ACMs in the portion of the Property in which the Telecom Space or Telecom Facilities will be installed, at Provider's cost and expense. If Owner fails to notify Provider of Owner's election, Owner will be deemed to have elected option (i). Regardless of which option Owner elects, Provider shall be responsible for restoring any affected ACMs to a safe, compliant state.
11. **Relocation; Property Maintenance; Repairs.** At any time during the Term, should Owner require the relocation of any of the Telecom Equipment or the Telecom Space for any good faith reason, Owner shall have the right, on giving no less than 90 days' advance notice to Provider, to require Provider, at Provider's cost and within such 90-day period, to relocate its Telecom Equipment or the Telecom Space as reasonably necessary to accommodate Owner, to a substitute space at the Property which shall be similar in size and functionality as the Telecom Space for Provider's operations at the Property. If no substitute space is available at the time of Owner's relocation request that would permit Provider to maintain a line-of-sight connection to other adjacent properties as required for the operation of the Telecom Equipment, then Provider will have 30 days from receipt of Owner's relocation request to notify Owner of such incompatibility. Owner may elect to rescind the relocation request, and if Owner so elects, then Owner's request shall be void and this Agreement shall continue in full force and effect. If Owner does not rescind the relocation request within 30 days after Provider's incompatibility notice, then Provider may terminate this Agreement following 120 days' notice to Owner of such termination. Provider may perform a brief parallel cutover, if reasonably required by the relocation, to ensure that the relocated Telecom Equipment is operational. Following such relocation, the substitute space shall thereafter be the "Telecom Space" for purposes of this Agreement. If any maintenance or repair is needed to the Property that would impact the Telecom Space or Telecom Equipment, Owner will give Provider 30 days' notice of such work (email acceptable), except in case of

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- unplanned maintenance or repair requiring immediate attention, in which case Owner will give as much notice (email acceptable) as is reasonably practicable under the circumstances, and Provider will cooperate and assist Owner as necessary to effectuate such repairs or maintenance, up to and including temporary relocation of all or a portion of the Telecom Equipment at Provider's cost and expense to accommodate any roof or Property repairs or maintenance. Considering the specific circumstances of the repair or maintenance work to be performed, Owner will use commercially reasonable efforts to perform any such repairs or maintenance in a manner that does not interfere with, or causes as little disruption as is possible to, Provider's use of the Telecom Equipment; provided, however, that in no case will commercially reasonable efforts require Owner to bear an increase to the costs associated with Property maintenance by a more than de minimis amount or to forego any maintenance required at the Property as determined by Owner in its sole business judgment.
12. Utilities. Owner will supply electrical power in quality, quantity, and levels currently available at (or currently planned for installation at) the Property and customary for the operation of the Telecom Equipment (which the parties agree to be a single duplex 120V outlet supplying normal utility-based power) at Owner's cost, subject to the Utility Charge. Provider shall be responsible for any additional power required for the operation of the Telecom Equipment or the performance of the Permitted Use. In the event Provider requires additional power, Owner may provide such power, to the extent it is then-available and at a mutually agreed-upon increase to the Utility Charge. Provider shall use only the electrical connections and utility services designated by Owner. Provider shall pay all costs incurred to connect its equipment to any panel or electrical tie-in point. Provider covenants and agrees that its use of electricity shall not exceed the capacity of the existing or planned feeders to the Telecom Space or wiring installations therein. Provider shall, at its sole cost and expense, furnish and install a kilowatt/hour electrical monitor to count electric consumption of the Telecom Equipment at the Property and for the measurement of the consumption thereof by the Telecom Equipment. If Provider otherwise requires any utility service or connections in excess of the utility service existing at the Property or planned for installation as of the Effective Date, Provider will be solely responsible for obtaining such utility service. Owner will use reasonable efforts to assist Provider with acquiring necessary utility services, provided that in no case will Owner be required to execute any type of easement or otherwise grant a recorded interest at the Property to such utility provider.
13. Service Interruptions; Equipment Malfunctions. No interruption or discontinuance of electrical power or any quality issue with respect to electrical power will render Owner liable to Provider for damages of any kind or relieve Provider of any of its obligations hereunder. Provider will be solely responsible for: (i) preventing and repairing any interruption or suspension of electrical service to the Telecom Equipment or the Telecom Space, including obtaining its own backup power supply; (ii) protecting the Telecom Equipment against any deterioration or fluctuation in the quality of electrical service, including power surges; and (iii) any malfunction or failure to function of the Telecom Equipment. PROVIDER RELEASES ALL CLAIMS, KNOWN OR UNKNOWN, AGAINST OWNER-RELATED PERSONS ARISING, OR ALLEGED TO ARISE, FROM ANY INTERRUPTION OR SUSPENSION OF ELECTRICAL SERVICE, ANY QUALITY ISSUE WITH RESPECT TO ELECTRICAL SERVICE, OR MALFUNCTION OR FAILURE TO FUNCTION OF THE TELECOM EQUIPMENT. Owner will endeavor to provide at least 72 hours' notice to Provider of any planned Owner-caused interruption of electricity supplied to the Telecom Equipment of which Owner is aware. If electrical service to the Telecom Equipment is interrupted for an extended period of time, in Provider's reasonable determination, Owner agrees to allow Provider the right to bring in a temporary source of power for the duration of the interruption, with such temporary source of power and the location for that temporary source of power subject to Owner's approval, such approval not to be unreasonably withheld by Owner.
14. Interference.
- 14.1 Signal Interference. The term "**Interference**" means any interference (either electrical output, electromagnetic output, radio frequency, or other electromagnetic signal, noise or signal blockage, or other type of interference (physical or otherwise)) resulting from the operation of the Telecom Equipment or use of the Telecom Space which adversely affects the day-to-day business operation or maintenance of the Property, including the proper functioning of any Property System or other equipment or systems of Owner-related Persons, or any equipment or systems of Occupants or other TSPs, tenants, or licensees of the Property. If, at any time during the Term, Interference occurs at the Property, Owner will notify Provider of such Interference (by telephone at 888.231.9403 or via email to [network-vendor@starry.com](mailto:network-vendor@starry.com)), and Provider will: (i) correct and eliminate such Interference within 24 hours of receipt of Owner's notice, or (ii) cease operations of the Interfering equipment (except for intermittent testing on a schedule approved by Owner), in either case until the Interference is cured to the satisfaction of Owner. Provided that Provider has powered down the Interfering equipment and is only testing the same intermittently at times approved by Owner, Owner shall not have the right to terminate this Agreement unless Provider is unable to cure such Interference within 90 days of Owner's notice, in which case the parties may mutually agree to terminate this Agreement. If Provider is unable to resolve Interference and



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resume operations within 180 days of Owner's notice, then Owner may thereafter terminate this Agreement in its discretion.

- 14.2 **Emergency.** If, in Owner's reasonable opinion, Interference is creating an emergency which threatens the well-being of persons or property, Owner may take any reasonable step necessary to remedy the emergency, including powering down the Interfering equipment, and Provider will have no recourse against Owner as a result of such action. Notwithstanding the foregoing, if during such shutdown period, Provider shall act in good faith to remedy the cause of such emergency, Owner shall restore whatever services it previously disrupted in order to permit Provider to continue its efforts to remedy the cause of such emergency.
- 14.3 **Interfering TSP.** If Provider reasonably demonstrates that a TSP is causing harmful interference with Provider's then-existing Telecom Equipment (an "**Interfering TSP**"), and upon Provider's request therefor, Owner shall reasonably cooperate with Provider in its efforts to resolve such interference, provided that such cooperation shall be limited to providing to Provider the contact information for such Interfering TSP (where available), and providing basic information related to the Interfering TSP's operations at the Property, subject to Applicable Laws and the requirements of any existing agreements, including any confidentiality requirements. Provided that Owner complies with the foregoing obligations, then (a) Owner shall not be obligated to actually achieve the cessation of interference by any Interfering TSP, and (b) failure by the Interfering TSP to cease interference shall not be a default by Owner under this Agreement or subject Owner to any Claim for damages. If an Interfering TSP causes harmful interference with the operation of the Telecom Equipment such that Provider cannot perform the Permitted Use, Provider will notify Owner of same and may, on a temporary basis and subject to Owner's approval as required by this Agreement, immediately relocate the Telecom Equipment at its sole cost and expense to another area of the roof of the Property which will permit Provider to perform the Permitted Use. If such interference cannot be resolved within 60 days of Owner's receipt of Provider's notice of same, then (i) the parties may agree that the temporary location to which Provider relocated the Telecom Equipment as set forth in the preceding sentence shall become permanent, in which case the parties will execute an amendment to this Agreement depicting the new location of the "Telecom Space" and placement of the Telecom Equipment, or (ii) in the absence of a mutual agreement set forth in (i) above, Provider may, as its sole and exclusive remedy, terminate this Agreement without penalty or fee upon 30 days' prior notice to Owner.
15. **Payments.** Except as otherwise set forth in this Agreement, Monetary Obligations in addition to Rent will be paid within 60 days of invoice by Owner to Owner's notice address set forth in Section 1, or such other address as Owner designate in writing to Provider from time to time, or via electronic funds transfer upon mutual agreement of the parties. All Monetary Obligations under this Agreement, regardless of how such sums are characterized, are and shall be collectible by Owner as Rent, and upon any default in the payment of same, Owner shall have the same rights and remedies as otherwise available for failure to pay Rent, without limitation of, or prejudice to, any other right or remedy available to Owner.
- 15.1 **Taxes.** Provider shall pay, prior to delinquency, all taxes assessed against or levied upon the Telecom Equipment and all other personal property of Provider located at the Property or assessed in connection with any agreements with third parties. Provider shall have the responsibility to pay: (i) any personal property, real estate taxes, assessments, or charges owed on the Property which Owner reasonably demonstrates Owner incurs as a result of Provider's use of the Telecom Space or the installation, maintenance, and operation of Provider's improvements; (ii) any gross rent, excise, value added, or intangible property tax imposed on any Monetary Obligation; or (iii) any increase in real estate taxes at the Property which are directly attributable to Provider's improvements or Provider's use of the Telecom Space. Owner and Provider shall each be responsible for its respective payment of any taxes, levies, assessments, and other charges imposed (including franchise and similar taxes) imposed upon the respective business conducted by Owner or Provider at the Property.
- 15.2 **Insurance Premiums.** Provider shall have the responsibility to pay any increases to Owner's insurance premiums caused solely by Provider's operations or Work performed by or for Provider, subject to Provider's receipt of an invoice and reasonable supporting documentation evidencing the amount and calculation of such increase.
- 15.3 **Utility Charges.** If applicable, Provider shall: (i) pay the Utility Charge each month concurrent with the Rent, and (ii) pay any reasonable charges for a third party contractor to read Provider's submeter (at the same time each month Provider pays all other amounts owed for power consumption).

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- 15.4 Compliance Surveys. If Owner has a reasonable belief that Provider is not in compliance with Applicable Law or Industry Standards and the results of an engineering or technical survey confirm that Provider is not in compliance with the foregoing, then Provider will reimburse Owner any reasonable fees and other out of pocket costs actually incurred by Owner for outside consultants to conduct such surveys.
- 15.5 Applicable Law Compliance. Provider will reimburse Owner for all costs (including a reasonable overhead fee) incurred by Owner to the extent Owner is required to make any improvements or alterations to the Property in order to comply with Applicable Law as a result of the installation, operation, or presence of the Telecom Equipment at the Property.
- 15.6 Overdue Monetary Obligations. In the event that any payment of a Monetary Obligation shall become overdue and upon 10 days' notice to Provider of the overdue amounts, the overdue amount shall thereafter, until paid, bear interest at the rate of 10% (or the highest rate allowed by law if less) following Owner's notice to Provider of same. Provider will reimburse Owner any costs incurred by Owner in pursuing any overdue Monetary Obligations.
- 15.7 Payments to Third Parties. Provider will pay when due the following amounts to the appropriate parties: (i) sales, use, and personal property taxes solely assessed against or solely attributable to the Telecom Equipment or this Agreement; (ii) costs arising from the purchase or operation of the Telecom Equipment; and (iii) costs arising from Work performed by or for Provider.
- 15.8 Security Deposit. Owner will hold the Security Deposit without interest. The Security Deposit will not be a measure of Owner's damages if Provider defaults. Any balance of the Security Deposit will be refundable to Provider within 30 days after the latest to occur of: (i) last day of the Term; (ii) payment of all amounts due under this Agreement; (iii) removal of the Telecom Equipment; (iv) surrender of possession of the Telecom Space to Owner; and (v) Owner's receipt of Provider's forwarding address and request for return of the Security Deposit.
- 15.9 Rent from Real Property. Owner intends that all payments to Owner under this Agreement qualify as "rents from real property" within the meaning of the United States Internal Revenue Code or regulations issued thereunder, and any applicable current or future regulations, rulings, opinions, guidelines, or orders issued or promulgated by U.S. Department of Treasury or courts (collectively, the "**UBTI Regulations**"). Owner shall have the right at any time and from time to time to amend the provisions of this Agreement, in Owner's sole discretion, if Owner is advised by its counsel that all or any portion of the monies paid by Provider to Owner hereunder might not qualify as "rents from real property" or are, or may be deemed to be, unrelated business income within the meaning of the UBTI Regulations. Owner may, at Owner's sole expense, prepare an amendment to this Agreement restructuring the provisions of this Agreement in a manner that will cause all monies payable under this Agreement to qualify as "rents from real property" or to not be deemed unrelated business income within the meaning of the UBTI Regulations, and Provider will execute and deliver to Owner an executed copy of such amendment within 10 business days after receipt of such amendment; provided, however, that the total monies payable by Provider following such amendment are, in the reasonable determination of Provider, equivalent to the total monies payable by Provider prior to the restructuring.
16. Rights Reserved by Owner.
- 16.1 Right of Entry. Owner-related Persons will have access at all times to any portion of the Telecom Space (i) in the event of an emergency, (ii) to visually inspect the Telecom Equipment, (iii) to perform any unperformed obligations of Provider, (iv) to assure Provider's compliance with this Agreement, (v) to maintain, repair, or alter the Telecom Space or Property, or (vi) to make technical measurements or tests related to the Telecom Equipment, provided that no hard electrical connections to the Telecom Equipment will be made unless Owner gives Provider at least 24 hours' notice.
- 16.2 Owner Systems. Owner expressly reserves the absolute right to install and operate, or enter into agreements with third parties to install or operate, Property Systems. Under no circumstance will any provision of this Agreement be interpreted to abridge Owner's absolute right to install and operate, or have installed and operated, Property Systems.
- 16.3 Owner's Right to Cure. If Provider fails to perform any obligation hereunder which is capable of being cured by Owner within 30 days after Owner's notice of such failure, Owner may (without waiving any Claims Owner may have against Provider for its failure to cure) perform such obligations on Provider's behalf; provided, however, that if such failure poses an immediate threat to property or persons, Owner may perform such obligations immediately and without prior notice to

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Provider. Provider will reimburse Owner for all reasonable costs incurred in connection with all such performance by Owner (including a reasonable overhead fee).

- 16.4 **Redevelopment.** In the event that Owner anticipates undertaking substantial repairs, renovation, demolition, or redevelopment of the Property that (i) would require the removal of all or any portion of the Telecom Equipment and (ii) would not permit reinstallation of the Telecom Equipment within 180 days in a location mutually agreed upon by the parties, Owner will have the right to terminate this Agreement by delivering 180 days' prior notice to Provider.

17. Indemnities; Limitation of Liability; Insurance.

17.1 Indemnity-related Defined Terms.

- 17.1.1 **"Arising From"** means directly or indirectly, in whole or in part, (i) occurring in connection with or as a result of, (ii) causing or resulting in, or (iii) based upon.
- 17.1.2 **"Claims"** means all demands, assertion of legal rights, legal actions (whether filed or threatened), liabilities, damages (including actual, consequential, and punitive), expenses, Legal Costs, or penalties of any nature or description.
- 17.1.3 **"Indemnify"** means to (i) protect a Person against the occurrence of a Claim, including defending or contesting on behalf of the Indemnified Person, a Claim in litigation, arbitration, mediation, or other proceeding with counsel reasonably acceptable to the Indemnified Person and paying all Legal Costs associated with such defense or contest; or (ii) compensate another Person for a Claim or Injury actually incurred.
- 17.1.4 **"Injury"** means (i) harm to, impairment or loss of property or its use, (ii) harm to or death of a natural Person, and/or (iii) personal and advertising injury, as such term is defined in the form of "Commercial General Liability Insurance" described in **Exhibit B**.
- 17.1.5 **"Legal Costs"** means all court costs, reasonable attorney's fees, expert's fees, or other expenses incurred in investigating, preparing, prosecuting, or settling any legal or alternative dispute resolution action or proceeding.
- 17.1.6 **"Person"** means a natural person, a trust or estate, or a corporation, partnership, limited liability company, government, or other form of entity.
- 17.1.7 **"Release"** means to waive or relinquish a right or release another Person from liability in connection with a Claim.

- 17.2 **Allocation of Risk.** Provider, on behalf of itself and Provider-related Persons, Releases, and will Indemnify Owner-related Persons against, all Claims Arising, or alleged to Arise, From: (i) the acts or omissions of Provider-related Persons; (ii) any Work performed by or on behalf of Provider; (iii) any interruption of or defect in Provider's services or business; (iv) any Injury to or malfunction of the Telecom Equipment or Injury to the Telecom Space; (v) any Interference or Interference-related shutdown of the Telecom Equipment; (vi) any breach of Provider's obligations under this Agreement; (vii) failure to maintain the Required Minimum Insurance; (viii) any deposit, spill, discharge, release, or disturbance of Hazardous Materials Arising From Provider's operations or Work; (ix) any violation of or failure by a Provider-related Person to comply with Applicable Law, Industry Standards, or Property Rules; or (x) any acts or omissions that constitute negligence, fraud, breach of fiduciary duty, or willful, reckless, or criminal misconduct; or that go beyond the Permitted Use.



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- 17.3 **Scope of Indemnities and Releases.** The Indemnities and Releases contained in this Agreement (i) are independent of each other and insurance coverages, (ii) will not be limited by comparative negligence statutes or damages paid under workers' compensation or similar employee benefit acts, (iii) survive the expiration or earlier termination of this Agreement, and (iv) WILL APPLY EVEN IF (A) THE INCIDENT GIVING RISE TO SUCH CLAIM OCCURS BEFORE OR AFTER THE TERM OR OUTSIDE THE TELECOM SPACE OR (B) A CLAIM OR INJURY IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PROPERTY OR THE TELECOM SPACE OR THE SOLE OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF AN OWNER-RELATED PERSON, BUT WILL NOT APPLY TO THE EXTENT A CLAIM OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BENEFICIARY.
- 17.4 **Non-employees.** Provider's use of independent contractors, subcontractors, or other non-employees (collectively, "**Non-employees**") to perform any of its obligations hereunder does not release Provider from any of its liabilities or obligations under this Agreement. Provider is responsible for all actions and omissions of its Non-employees, and in addition, Provider is also responsible for all acts of invitees or visitors at the Property when such invitees or visitors are on the Property at the request of Provider.
- 17.5 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY WAIVES, ANY CLAIM THAT EACH MAY HAVE AGAINST THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, STATUTORY, AND OTHER DAMAGES FROM THE OTHER PARTY, OTHER THAN DIRECT DAMAGES, UNLESS SUCH LIABILITY ARISES OUT OF THAT PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. OWNER'S LIABILITY UNDER THIS AGREEMENT WILL BE RECOVERABLE SOLELY OUT OF OWNER'S INTEREST IN THE PROPERTY. NO OWNER-RELATED PERSON WILL HAVE ANY PERSONAL LIABILITY UNDER THIS AGREEMENT.
- 17.6 **Insurance.** "**Required Minimum Insurance**" means (i) the insurance described in **Exhibit B** and (ii) any additional policies, endorsements, or increased policy limits that may be reasonably required by any mortgagee of the Property so long as such additional policies, endorsements, or increased policy limits are commercially reasonable. The Required Minimum Insurance requirements are Owner's minimum requirements and do not limit Provider's obligations under this Agreement. Provider will maintain the Required Minimum Insurance beginning on the Effective Date and continuing until the latest to occur of (x) the last day of the Term, (y) the date the last Provider-related Person vacates the Property, or (z) the date all Removable Equipment (as defined in **Section 19.2**) has been removed from the Property. PROVIDER ACKNOWLEDGES THAT OWNER WILL NOT INSURE THE TELECOM EQUIPMENT AND THAT PROVIDER IS SOLELY RESPONSIBLE FOR PROPERTY INSURANCE COVERAGE FOR TELECOM EQUIPMENT. OWNER WILL NOT BE LIABLE FOR DAMAGE TO, OR THEFT, MISAPPROPRIATION, OR LOSS OF THE TELECOM EQUIPMENT. Provider shall at all times be responsible for any deductible or self-insured retention in any required coverage. Owner shall have the right to review the adequacy of the Required Minimum Insurance and, not more than once every 3 calendar years, increase the required limits of the Required Minimum Insurance, provided, however, that such increases must be commercially reasonable. Owner shall give Provider at least 60 days' prior written notice of any increases to the Required Minimum Insurance, and Provider shall provide a certificate of insurance to Owner within 90 days of Owner's notice evidencing Provider's compliance with the increased Required Minimum Insurance.
18. **Default; Termination.**
- 18.1 **Provider Default.** It shall be a "**Provider Default**" if Provider: (i) fails to pay any Monetary Obligation when due, and such failure continues for more than 10 days after receipt of notice from Owner; (ii) fails to carry the Required Minimum Insurance and such failure continues for more than 10 days after notice from Owner; (iii) defaults in the performance of its obligations under **Section 14.1(i)** or **Section 14.1(ii)**; (iv) impermissibly Transfers Provider's interest in this Agreement, or (v) fails to perform any other term, covenant, or condition of this Agreement and such failure continues for more than 30 days after notice. Following a Provider Default, Owner may: (a) terminate this Agreement upon written notice; (b) declare to be immediately due and payable an amount equal to the sum of all Monetary Obligations required by this Agreement to be paid by Provider for the balance of the Term (without regard to any early termination of the Term on account of Provider's default), plus all past due Monetary Obligations; and (c) exercise any other rights or remedies permitted by Applicable Laws. All rights and remedies are cumulative and not exclusive of any other rights or remedies available to Owner under this Agreement, at law or in equity.

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- 18.2 Owner Default. It shall be an "**Owner Default**" if Owner: (i) fails to provide access to the Property as required in this Agreement within 72 hours after written notice of such failure; or (ii) fails to perform any term, covenant, or condition of this Agreement and such failure continues for more than 30 days after notice from Provider. Following an Owner Default, Provider may, as its sole and exclusive remedies: (a) terminate this Agreement upon written notice; (b) sue Owner for specific performance of this Agreement; or (c) pursue any Provider remedies specifically set forth in this Agreement.
- 18.3 Additional Termination Rights. In addition to any other termination rights set forth in this Agreement, this Agreement may be terminated as follows:
- 18.3.1 By Owner upon 10 days' prior notice to Provider if Provider defaults in its obligations under this Agreement more than twice in any rolling 12-month period, regardless of whether such defaults were cured; provided, however, that Owner must exercise its termination right within 90 days following Licensee's second default.
- 18.3.2 By Owner upon 10 days' prior notice to Provider if Provider ceases use and abandons the Telecom Equipment during the Term for a period of 60 consecutive days, or 60 days in the aggregate within any 120-day period.
- 18.3.3 By Owner upon no less than 24 months' prior written notice to Provider, for any reason or no reason in Owner's sole discretion.
19. Surrender of Space.
- 19.1 Removal. Within 5 days following the expiration or earlier termination of this Agreement, Provider will surrender all keys, master entry cards, or other means of Property access in Provider's possession; provided that Owner will thereafter reasonably cooperate with Provider in allowing Provider access to the Property for the removal of the Removable Equipment. Within 30 days of the termination or expiration of this Agreement (the "**Removal Period**"), Provider shall remove all Telecom Equipment not attached or affixed to the Property and any other of Provider's antennas, racks, and other proprietary equipment ("**Removable Equipment**"), but specifically excluding any Cables, underground or in-wall equipment, fiber optic cabling, wiring, sleeves, or conduit installed by Provider in the Cable Pathways or at the Property (the "**Non-Removables**"), unless Owner requires that Provider remove the Non-Removables at the time of termination or expiration of this Agreement. If Owner does not require Provider to remove the Non-Removables, then, concurrent with Provider's removal of the Removable Equipment, Provider shall properly cut, cap, and secure the Non-Removables or tag and label such Non-Removables for Owner's future use, and shall ensure that any Non-Removables left at the Property are left in a condition that complies with Applicable Law. Any Non-Removables left at the Property following the expiration or termination of this Agreement will automatically become the property of Owner, free and clear of all liens, claims, and encumbrances, and Provider will execute any documents reasonably requested by Owner to evidence a lien-free transfer of title to Owner of such Non-Removables. If Provider fails to remove any Removable Equipment within the Removal Period, then following the Removal Period: (i) Owner may remove, store, or dispose of the remaining Removable Equipment in a manner Owner deems appropriate at Provider's reasonable expense; and (ii) Provider will, at Owner's election, be deemed to be holding over.
- 19.2 Hold Over. Should Provider remain at the Property following the expiration of the Removal Period without execution of a new agreement, whether or not with Owner's consent, Provider will be deemed to be holding over. Should Provider hold over, Provider shall pay, as liquidated damages, the then-current fair market rental value of the affected portion of the Property and the improvements thereon, as determined by Owner, calculated on a per-diem basis and multiplied by 2, for the period during which Provider possesses the affected portion of the Property beyond the termination of this Agreement. The parties agree that such amount is reasonable in the light of the anticipated or actual harm to Owner caused by Provider's holding over, the difficulties of proof of loss, and the inconvenience of otherwise obtaining an adequate remedy. The parties acknowledge that such amount will be applicable regardless of the actual harm or loss, and Provider agrees that the preceding amount is a reasonable forecast of the damages to Owner that would be caused by Provider's failure to perform timely. Owner's acceptance of payment for any Monetary Obligation will not be deemed to be an extension of the Term or a waiver of any of Owner's rights or remedies.

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20. Assignment. This Agreement will be binding on the successors, permitted assigns, heirs, executors, and administrators of the parties to this Agreement.
- 20.1 Transfer and Affiliate Defined. "**Transfer**" means, as to the party involved, any voluntary or involuntary, direct or indirect, (i) assignment, transfer, pledge, conveyance, or encumbrance of this Agreement or any interest or right in this Agreement, (ii) liquidation or dissolution, (iii) merger or consolidation with or into another entity, or (iv) change of Control. "**Control**" means the ownership of 51% or more of the voting interests in the entity in question. "**Affiliate**" with respect to the Person in question means any Person Controlling, Controlled by, or under common Control with the Person in question.
- 20.2 Assignment by Owner. Owner may Transfer, in whole or in part, its rights and obligations under this Agreement at any time without the consent of Provider. Any Transfer by Owner shall release Owner of its obligations hereunder to the extent such obligations are assumed (by operation of law or otherwise) by the Transferee. After a Transfer of Owner's interest in this Agreement, the Transferor will be Released from all obligations of "Owner" arising after the effective date of the Transfer and Provider will look solely to the Transferee for performance of Owner's obligations and make all payments directly to the Transferee. Any Transfer of any interest in the Property shall be under and subject to this Agreement and any such Transferee shall recognize Provider's rights under the terms of this Agreement.
- 20.3 Assignment by Provider. Provider will have the right to Transfer its interest under this Agreement without the approval or consent of Owner to an Affiliate, or to any entity that succeeds to all or substantially all of Provider's assets, provided in each case that: (i) on the date of the Transfer, Provider is operating in compliance with any applicable FCC or other licenses and is not otherwise in default under this Agreement; (ii) the Transferee's net worth of liquid assets is sufficient, in Owner's reasonable determination, to perform Provider's obligations under this Agreement on and after the Transfer; (iii) the Transfer is not intended to evade, or structured in a manner for the purposes of evading, any prohibitions in this Agreement, including Owner's right to prior approval over Transfers by Provider; (iv) the Transferee's intended use is expressly permitted by this Agreement and does not violate the rights of any other then-current Occupant or TSP; (v) neither Transferee nor any Affiliate of Transferee is or has been involved in litigation with Owner or any of Owner's Affiliates; (vi) the Transfer does not pose an impermissible conflict of interest for Owner; and (vii) Provider gives Owner notice setting forth a reasonable description of the transaction and Transfer at least 10 business days prior to the Transfer. Provider may not otherwise Transfer this Agreement, in whole or in part, without Owner's prior written consent, at Owner's sole discretion. In the event of any permitted Transfer of this Agreement by Provider, Provider shall provide adequate documentation, as reasonably determined by Owner, to evidence such Transfer and the written commitment of the Transferee to comply with and be bound by the terms of this Agreement. Following any Transfer, Provider will remain fully liable under this Agreement, and Owner may proceed directly against Provider without first proceeding against any other party.
- 20.4 Improper or Impermissible Assignment. Any purported Transfer by Provider not in accordance with the terms set forth in this Agreement shall, at Owner's option with such option to be exercised at any time after Owner becomes aware of any such purported Transfer, be void. If, within 90 days after Owner receives notice of a permissible Transfer of this Agreement from Provider, Owner discovers that such Transfer presents an impermissible conflict of interest for Owner (e.g., the Transferee is an entity with whom Owner is prohibited from doing business under Applicable Laws, or the Transferee is an entity with whom Owner is engaged in active litigation), Owner may terminate this Agreement without penalty or further liability following 10 days' notice to the Transferee and to Provider.
21. Casualty and Condemnation. The term "**Casualty**" means a fire or other casualty that damages all or a portion the Property. The term "**Condemnation**" means the taking of all or a portion of the Property through the exercise of the power of eminent domain (or conveyance of property by deed in lieu of taking by eminent domain).
- 21.1 Casualty. If any part of the Telecom Space or Property is damaged by Casualty so that (i) Provider's operations are materially and adversely affected, in Provider's sole determination, and (ii) such Casualty damage cannot reasonably be repaired within 60 days of the Casualty, then Provider may terminate this Agreement by providing written notice to Owner, which termination will be effective as of the date of the Casualty; provided, however, that Provider must exercise its termination right within 30 days of the date of such Casualty.
- 21.2 Condemnation. In the event Owner receives notification of any Condemnation proceedings affecting the Property, Owner will provide notice of the proceeding to Provider within 60 days. If a Condemning authority takes all of the Property, or a portion sufficient, in Provider's sole determination, to render the Telecom Space unsuitable for the Permitted Use, this



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Agreement will terminate as of the date the title vests in the Condemning authority. The parties will each be entitled to pursue their own separate awards in the Condemnation proceeds, provided that any award to Provider shall not diminish Owner's recovery.

- 21.3 Owner's Right to Terminate. If all or a portion of the Property is damaged by a Casualty or taken through Condemnation, whether or not the Telecom Space has been damaged or taken, and (i) substantial alteration or reconstruction of the Property will, in Owner's sole opinion, be required, or (ii) in Owner's sole opinion, repairs or rebuilding cannot be completed within 180 days after the Casualty, or (iii) any holder of a lien against the Property requires that the award or insurance proceeds be applied to the payment of a debt, or (iv) the Casualty is not covered by Owner's insurance, then Owner may terminate this Agreement without penalty, fee, or other liability by notice to Provider within 60 days after the date of the Casualty or transfer of physical possession to the Condemning authority.
- 21.4 Reconstruction. If a Casualty or Condemnation occurs and this Agreement is not terminated, Owner will commence restoration of the Property with reasonable diligence, but in no case will Owner be required to spend more than the insurance proceeds or Condemnation award actually received by Owner in connection with the Casualty or Condemnation, or to replace any portion of the Telecom Equipment. Upon completion of Owner's work, Provider will restore the Telecom Equipment, including any Cable, at its sole cost and expense, according to Plans approved by Owner in accordance with this Agreement. PROVIDER RELEASES ALL CLAIMS ARISING FROM, OR ALLEGED TO ARISE FROM, A CASUALTY OR CONDEMNATION, INCLUDING ANY CLAIM FOR DISRUPTION OF PROVIDER'S OPERATIONS OR PERMITTED USE, INCONVENIENCE OR ANNOYANCE TO PROVIDER, OR INJURY TO PROVIDER'S BUSINESS OR THE TELECOM EQUIPMENT.
22. Subordination; Recording. This Agreement is and shall be subject and subordinate to all ground leases, mortgages, deeds of trust, or similar security documents now or hereafter encumbering the Property or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required for any lessor, lien holder, mortgagee, or beneficiary of a deed of trust. Provider shall execute, within 20 days after request, any certificate or subordination agreement that Owner may reasonably require acknowledging such subordination. Provider may not record this Agreement (or a memorandum of this agreement) in the public records without Owner's written permission, which permission is at Owner's sole discretion.
23. Representations and Warranties.
- 23.1 By Provider. Provider represents and warrants that it is: (i) duly organized, validly existing, and in good standing; (ii) has the right, power and authority to enter into this Agreement; (iii) the person signing this Agreement has the authority to bind Provider; (iv) that Provider is in the business of performing the Permitted Services and possesses the expertise, know how, financing, experience, and government licenses required to perform its obligations hereunder in a good and workmanlike manner.
- 23.2 By Owner. Owner represents and warrants that it is: (i) duly organized, validly existing, and in good standing; (ii) has the right, power and authority to enter into this Agreement; and (iii) the person signing this Agreement has the authority to bind Owner.
24. Publicity. Provider will not make any public announcement, release any advertising brochures, or any other type of public communication regarding this Agreement or concerning Owner or the Property without Owner's prior written approval, which approval is at Owner's sole discretion.
25. Sublease. Provider shall have no right to apportion, co-use, co-locate, sub-license, or sublet all or any part of the Telecom Space or Telecom Equipment without the prior written approval of Owner, and such approval is at Owner's sole discretion and may be conditioned on the payment of additional Rent.
26. Notice. Unless expressly permitted otherwise, all notices, requests, demands, consents, approvals, reports, and other communications under this Agreement will be in writing and delivered personally, by certified mail or by nationally recognized overnight courier to the relevant party at such party's address set forth in Section 1. **Except as specifically set forth in this Agreement, notice given via email or telephone is solely for the convenience of the parties, and will not constitute valid or effective notice for purposes of this Agreement.** Notice will be deemed given upon tender of delivery if delivered personally, 2

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days after deposit with the US Postal Service if delivered by certified mail, or upon posting if sent by nationally recognized overnight courier.

27. Miscellaneous.

- 27.1 Jury Trial; Legal Costs. In the event of litigation in a court of law, each party hereby **KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.** The prevailing party in any legal action or alternative dispute resolution proceeding arising from this Agreement will be entitled to recover all Legal Costs related to such proceeding from the non-prevailing party.
- 27.2 Interpretation. No construction or inference will be derived from a section heading. Because each party has had an opportunity to have legal counsel review this Agreement, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed to interpret this Agreement. Time is of the essence with respect to Provider's performance under this Agreement. Words and phrases with initial capital letters are defined terms. Bold italicized print in quotation marks indicates the definition of a term. A defined term may appear in this Agreement before its definition and applies to all grammatical variations of the term also shown with initial capital letters (e.g., the definition of the verb "Indemnify" also applies to "Indemnity"). Unless expressly provided otherwise, (i) the word "day" refers to a calendar day, (ii) the word "month" refers to a calendar month, (iii) the word "including" does not exclude items not listed, (iv) all obligations of Provider are to be performed at Provider's sole cost and expense, and (v) the words "will" or "shall" connote a mandatory action. Unless the context otherwise requires, singular includes the plural and plural the singular; and masculine, feminine, and neuter genders are interchangeable.
- 27.3 Severability. Any invalidated provision of this Agreement will be severed from, and will not impair the validity of, the remainder of this Agreement. All Applicable Laws affecting the legality, validity, or enforceability of any provision of this Agreement is made a part of such provision and will operate to amend such provision to the minimum extent necessary to bring the provision into conformity with Applicable Laws and cause the provision, as modified, to continue in full force and effect. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under Applicable Laws, such provision will be deemed removed from this Agreement and this Agreement will be reformed to carry out the parties' intent to the maximum extent practicable under Applicable Laws.
- 27.4 No Waiver. No provision or breach of this Agreement will be deemed waived, except by the consent of the party against whom the waiver is claimed. Any waiver of any right under, or breach of, this Agreement will not be deemed a waiver of any other right or breach. Any demand for or acceptance of any partial payment or partial performance under this Agreement will not be a waiver of either the underlying obligation or breach thereof, unless otherwise expressly agreed in writing.
- 27.5 Entire Agreement, Modification. This Agreement constitutes the entire agreement of the parties. This Agreement expressly supersedes, and the parties expressly release, any rights, interests, and obligations from any prior agreements or filings. No course of dealing will be deemed to modify this Agreement. Neither party will be bound by any purported consent, approval, waiver, or modification of this Agreement, unless such consent, approval, waiver, or modification is in writing and signed by both parties. Provider expressly understands and acknowledges that Owner's on-site Property staff has no authority to modify or amend the terms of this Agreement.
- 27.6 Governing Law. This Agreement will be governed by, construed in accordance with, and enforced under the Applicable Law of the state in which the Property is located, without regard to its conflicts of law principles. Exclusive venue for all legal actions brought under this Agreement will be in the county in which the Property is located.
- 27.7 Execution of Agreement. This Agreement may be executed in one or more counterparts (including scanned and emailed counterparts), each of which will be deemed an original, and all of which together constitute one and the same Agreement. This Agreement may be executed by facsimile, portable document format (PDF), other electronic methods (e.g., DocuSign), and a facsimile, PDF, scanned, or other electronic signature will be treated as an original signature.
- 27.8 No Joint Venture. This Agreement does not create a partnership or joint venture between Owner and Provider.

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- 27.9 Estoppel Certificate. Provider shall, at any time and from time to time upon request by Owner, within 20 days' written notice from Owner, execute and deliver to Owner (or to such third party as Owner may direct) an estoppel letter in a form reasonably required by Owner relating to such matters as Owner may reasonably request. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or existing or potential lienholder of all or a portion of the Property. If Provider fails to deliver such statement within 20 days, Owner may deliver a statement to a third party with the information referenced above, with a copy to Provider, and the party to whom Owner delivered such statement may rely on that statement as if it were prepared and delivered by Provider.
- 27.10 Survival. The following Sections survive the expiration or earlier termination of this Agreement: 8; 9.1; 9.2; 9.3; 13; 15; 17; 18; 19; 21; 26; 27.1; 27.2; 27.4; 27.6; 27.10; 27.12; 28; and such additional Sections as are necessary to interpret this Agreement.
- 27.11 Exhibits. The following Exhibits are attached to and made a part of this Agreement:
- |                   |                                   |
|-------------------|-----------------------------------|
| <u>Exhibit A:</u> | Design and Work Requirements      |
| <u>Exhibit B:</u> | Provider's Insurance Requirements |
| <u>Exhibit C:</u> | Provider's Plans                  |
28. OFAC Compliance And Certification. Provider represents and certifies that neither Provider, nor any partner or member of Provider, nor any owner of a direct or indirect interest in Provider (i) is listed on any Government Lists (defined below), (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Orders No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (defined below) or in any enabling legislation or other Presidential Executive Order in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense (defined below), or (iv) is currently under investigation by any governmental authority for alleged criminal activity. For the purposes hereof, "**Government Lists**" means (a) the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Asset Control ("**OFAC**"), (b) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (c) similar lists maintained by the U.S. Department of State, the U.S. Department of Commerce, or any other governmental authority. For the purposes hereof, "**Patriot Act Offense**" means any violation of the Patriot Act or of the criminal laws of the U.S.A. or any of the several states relating to terrorism of the laundering of monetary instruments, including the Bank Secrecy Act and the Money Laundering Control Act of 1986. To the fullest extent permitted by law, Provider agrees to Indemnify Owner-related Persons from and against any and all Claims Arising From or related to any breach of the foregoing certification
29. Non-Discrimination. Provider, in performing its Work, shall not discriminate against any employees or applicants because of race, creed, color, national origin, or any other reason in violation of legal requirements or Applicable Laws.
30. Immigration Reform and Control Act. Provider agrees at all times to remain in strict compliance with all terms and provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 ("**IRCA**"), as amended from time to time. Provider shall verify the identity and eligibility for work within the United States of all Provider-related Persons assigned to the Property. Within 3 days of receipt of a written request from Owner, Provider shall provide Owner with copies of the I-9 form or such other documentation as may be appropriate to satisfy Owner as to Provider's compliance with IRCA.

[Signature Page Follows]



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IN WITNESS WHEREOF, the parties hereto have set their hands, intending to be bound, as of the dates set forth below.

**OWNER:**


Prinzo Walnut, LLC,  
a Delaware limited liability company

By: USPA Walnut Member, LLC,  
a Delaware limited liability company,  
its member

By: Principal Real Estate Investors, LLC  
a Delaware limited liability company,  
its authorized signatory

By:   
Name: TODD R. O'BRIEN  
Title: Dir. Architecture & Engineering  
Date: 12.06.19

[DATE MUST BE COMPLETED]


By:   
Name: Kevin R. Anderegg  
Title: Managing Director  
Date: 12/6/19  
Asset Management

[DATE MUST BE COMPLETED]

By: ZIG 35<sup>th</sup> And Walnut, LLC,  
a Colorado limited liability company,  
its managing member

By: Zocalo Community Development, LP,  
a Delaware limited partnership,  
its managing member

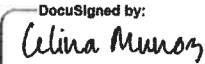
By: Zocalo Community Development, Inc.,  
a Colorado corporation,  
its general partner

By:   
Name: Paul Zuckerman  
Title: 12-6-19  
Date: Proxify

[DATE MUST BE COMPLETED]

**PROVIDER:**

Starry, Inc.,  
a Delaware corporation

DocuSigned by:  
  
By: Celina Munoz  
Name: Celina Munoz  
Title: Vice President  
Date: 12/5/2019 | 11:51 AM PST

[DATE MUST BE COMPLETED]

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**EXHIBIT A**  
**DESIGN AND WORK REQUIREMENTS**

1. Installation; Modification. Provider will not undertake any installation, upgrade, modification, or improvement at the Property or of the Telecom Equipment (excluding routine repairs and maintenance and like-kind replacements (e.g., replacement of any existing antennas with the same make and model, or with a newer make and model of the same or lesser size and weight that is functionally equivalent to the outgoing equipment (including broadcasting on the same frequencies), in each case in the same location as the outgoing equipment)) without first presenting Owner with detailed Plans (to Owner's notice address set forth in this Agreement, as well as to any email address that Owner may designate to Provider for receiving such Plans) for such Work and securing Owner's written approval of those Plans. Owner's approval shall not be unreasonably withheld, conditioned, or delayed, but in no case will Owner be required or expected to consent to Plans or Work that negatively affect, in Owner's sole business judgment, the structural integrity or aesthetics of the Property, the proper functioning of any Property System, or Owner's ability to conduct the day-to-day business of the Property. Owner's approval of Plans will not constitute a representation or warranty by Owner that the Plans comply with Applicable Laws or Industry Standards. Provider-related Persons may not perform any Work that requires construction at the Property (e.g., trenching or installation of conduit or fiber) without Owner's express prior written approval over the Plans for such Work.
2. Initial Installation. Provider's initial installation of the Telecom Equipment will be performed at times reasonably designated by Owner when the day-to-day business operations of the Property will be least affected. Provider will clean and restore any damage to an Occupant's space caused by Provider's Work, on the same day the Work was performed.
3. Conditions to Commencing Work. Prior to the commencement of Provider's initial installation Work (and for any subsequent Work which requires substantial construction at the Property), Provider shall: (i) review any investigations performed by Owner to determine the existence and location of Hazardous Materials at the Property and shall verify that the Work will not disturb any existing Hazardous Materials; (ii) deliver certificates of insurance evidencing compliance by all Provider-related Persons with the Required Minimum Insurance; and (iii) deliver to Owner assurance satisfactory to Owner that all costs associated with the Work will be paid timely (e.g., a payment bond, letter of credit, monetary deposit or escrow, or lien waivers from all contractors and subcontractors). Provider must deliver to Owner proof that Provider has obtained all necessary Government Approvals prior to the commencement of Work at the Property.
4. Personnel; Work Schedule. Provider must use contractors that are reasonably satisfactory to Owner, and shall provide a list of proposed contractors prior to commencing any Work at the Property, Owner's approval or rejection of which shall not be unreasonably delayed. Provider may not use any personnel at the Property that have been convicted of a felony or aggravated misdemeanor. Provider will deliver to Owner, at least 30 days prior to Provider's commencement of installation of the Telecom Equipment, a list of the primary personnel (e.g., any construction companies or other subcontractors, construction forepersons, main points of contact, and Provider's supervisory personnel) that will require access to the Property. At least 20 days prior to commencing Work, Provider will deliver to Owner a schedule for performing the initial installation Work, and for any modification Work approved by Owner which will last longer than 3 days in duration. Provider will promptly deliver an updated time schedule to Owner if any date set forth in the schedule previously delivered to Owner changes by more than 2 days.
5. General Requirements. While on the Property, Provider-related Persons will comply with Applicable Laws and Property Rules and security procedures, including locking all equipment rooms and other access doors upon completion of Provider's access. ***Doors providing access to the Property or the building will not be left unlocked or propped open except as required for moving equipment, and will be locked immediately after such equipment is moved.*** All Work at the Property will be performed in a good and workmanlike manner and: (i) in accordance with the Owner-approved Plans, Applicable Law, Industry Standards, and Property Rules; (ii) without exceeding any load limits of the Telecom Space unless Provider has taken steps approved in writing by Owner prior to such installation to disperse the load so as not to exceed the applicable load limits of the Telecom Space; (iii) to the extent possible, concealed or constructed in such a manner so as to blend in to the surrounding construction; (iv) without interfering with the use of any portion of the Property by Owner or Occupants; and (v) without causing an increase in the cost of operating or maintaining the Property. Provider agrees to adhere to and to be bound by the terms of The Principal Financial Group's Supplier Code of Conduct ("***Supplier Code of Conduct***"), which is located at: <http://www.principal.com/partners/suppliers/index.htm>. Any material non-compliance with the Supplier Code of Conduct by Provider or any of its personnel will be considered a material breach of this Agreement. The Supplier Code of Conduct may be updated and revised from time to time by Owner without notice; provided, however, Provider shall only be responsible for complying with revisions following the Effective Date to the extent Provider has been notified of such revisions. Any noisy or potentially disruptive construction activity will be conducted during hours reasonably

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- designated by Owner. Provider will repair all damage to the Telecom Space or the Property Arising From the Work. All penetrations into the surface of any building or structure at the Property will be properly sealed and waterproofed so as to avoid leaks. Access through an Occupant's or TSP's premises will be subject to the terms of the Occupant's or TSP's agreement (including any lease, license, easement or other property right or interest) and occur only at such times as are allowed by the Occupant or TSP, if at all. ***Under no circumstance may any of Provider's personnel enter into an Occupant's leased space at the Property without the express prior permission of that Occupant, in that Occupant's sole discretion.***
6. **Roof Work.** Provider must obtain Owner's prior written consent for any penetrations of the roof membrane whatsoever, and such consent is in Owner's sole discretion. Prior to the performance of any Work on the roof, Provider will deliver to Owner either: (i) a survey of the roof by an engineering firm confirming compliance with FCC and OSHA rules and regulations, including those relating to radio frequency emission levels and maximum permissible exposure; or (ii) evidence satisfactory to Owner that such FCC and OSHA rules and regulations do not apply to the proposed Work. If required by Owner, Provider shall use the roofing company specified by Owner to perform any Work affecting the roof, provided the costs charged by such roofer are competitive with charges for similar services within the same geographic region. ***When performing any roof-related work, Provider shall take all commercially reasonable steps to minimize wear and tear on the roof, including, without limitation, the use of walking pads.*** In no event may Provider perform, or cause to be performed, any act, Work, or action that would adversely affect or void any structural, roofing, waterproofing, or other type of construction warranty existing at the Property or enjoyed by Owner. If Provider violates the foregoing, Provider will immediately and properly repair any roof leaks or other damage or injury to the roof, at Provider's sole cost and expense and using a roofing contractor specified by Owner. If Provider does not immediately and properly repair the roof, Owner may perform any necessary repairs and charge Provider for all costs and expenses incurred in doing so. In addition, Provider will reimburse Owner for all costs and expenses incurred by Owner as a result of any impairment of any such roof warranty or guaranty.
  7. **Cabling.** All Cable and wiring running through ceiling air plenums must be plenum-rated. No Cable or wiring may run through any air duct, fire damper, supply air duct, return air duct, or air transfer duct. No ducting which is part of the heating, ventilation, and air conditioning system may be used as a Cable chase. All Cable and wiring that runs above a false or hanging ceiling or in any crawl space must be permanently tied and suspended above the ceiling, ceiling grid, or ceiling tiles. ***"Cable"*** includes any optical, coaxial, copper, or other conductive fiber, wiring, or cable, as well as any casing, conduit, or sheathing containing the same.
  8. **Component Identification.** All of Provider's Cables, lines, telephone blocks, and demarks must be clearly identified with Provider's name, type of line, and circuit identification. All components of the Telecom Equipment, including Cables, must be identified with permanently marked, weather-proof labels at the following locations: (i) in each telephone closet through which Cables pass; (ii) at each antenna bracket; (iii) at the transmission line building entry point; (iv) at the interior wall feed-through or other exit point; and (v) at any transmitter combiner, duplexer or multi-feed receive port where the Cable originates and terminates. All of the Telecom Equipment shall be marked with Provider's name, address, emergency contact name and phone number, and (if applicable), the FCC call sign, frequency, and location.
  9. **Lawn Areas.** Any trenching and digging on or in Property common areas, landscaped areas, walkways, and lawn areas must be pre-approved by Owner. Before any trenching or digging occurs, all utilities (including natural gas, electric, water sprinkler, heating, ventilation, and air conditioning, cable television and communications lines and sprinkler control wiring) must be located, clearly identified, and staked through the entire length and width of the dig/trench area. All providers of such utilities must be notified in advance of any trenching or digging. All backfilling must use the same quality of dirt that was found in the dig areas. All trenches and holes must be properly compacted by wetting, mechanically compacting, and tamping down the fill dirt. Provider will correct any such settling which occurs in the trench or dig areas. Provider will repair any damage to the Property landscaping resulting from Provider's Work, including damage to any trees, shrubs, or other vegetation. Provider shall restore lawn areas that are affected by its Work with sod, not by reseeding.
  10. **Drilling, Hammering, Cutting, Etc.** All core drilling, saw cutting, drilling, hammer drilling, and jackhammering, and all modifications to any Property system, wall, floor, or ceiling, must be approved by Owner in the Plans. If the Work includes the coring of Cable Pathways, Owner may require that the cored Cable Pathways be greater in diameter than is necessary to accommodate Provider's Cable. The excess diameter created may be used by Owner or leased or licensed by Owner to Occupants or other TSPs.
  11. **Fire Stop And Fireproofing.** The fire rating and fireproofing integrity of all walls, floors, ceilings, and doors must be maintained in connection with all penetrations and Cable runs. Any fire stop, fire barrier material, or fireproofing removed, damaged, or disrupted by Provider-related Persons must be properly reinstalled and repaired on the same day of such removal, damage, or disturbance.

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Any penetration through fire rated walls, floors, ceilings, or doors must be sealed and made fire rated on the same day the penetration is made, to the same or greater fire rating that existed prior to the penetration.

12. Noise; Signage. Provider shall not permit or allow any excessive or objectionable levels of noise to be generated during routine operation of the Telecom Equipment or during any Work. If any Work is determined to be excessively noisy or otherwise disruptive to the normal business operations of the Property, in Owner's discretion, Provider shall immediately cease any such Work and thereafter coordinate with Owner's on-site management staff to coordinate a time for such Work that will not disrupt Property operations. Provider shall not place any or maintain any signage in or around the Property except for signage required by Applicable Laws.
13. Roof Certification. Within 15 days following the completion of Provider's initial Work on the roof (and thereafter upon request by Owner (email acceptable) and within 15 days of such request, provided that Owner may not make such request more than once in any rolling 36-month period), Provider will, at Provider's sole cost and expense, cause to be performed an inspection certifying that Provider's roof-related Work has not compromised the structural integrity, load-bearing capacity, or water resistance of the roof. Such inspection will include a survey of structural integrity and a review and correction of any loose bolts, fittings, or other appurtenances. Provider shall provide a written certification of such inspection to Owner no later than 15 days following any inspection (which certification may be provided via email to Owner's notice contact in Section 1 or to any other email address as Owner may designate to Provider from time to time). If Provider fails to provide to Owner such certification, Owner shall have the right (but not the obligation), at Provider's sole cost and expense, to conduct or arrange for such an inspection and to implement any corrective action as may be required.
14. Post-Installation Checklist. After Provider has completed all of its initial installation Work and provided written notice of same to Owner, Owner shall have the right, but not the obligation, to inspect Provider's installation (at Provider's sole cost and expense) without unreasonable delay, and either (i) approve Provider's installation, or (ii) provide Provider, in writing, with a "punch list" setting forth those items which are not in compliance with the Plans. Provider shall have a reasonable time, not to exceed 30 days, to remedy such items contained on the "punch list." Should Provider fail to timely remedy such items, Owner may, but is not obligated to, do so, and Provider shall reimburse Owner for its actual costs in remedying such items upon demand therefor.
15. As Built Map. Upon Provider's completion of the initial installation Work, Provider will prepare and provide to Owner an as-built map showing the final initial installation locations and specifications, including without limitation: (i) any placement of conduit or cabling in or around the Property, and (ii) Provider's use of the Cable Pathways.
16. Close Out. Provider shall provide to Owner, upon completion of Provider's initial installation Work (and for any subsequent substantial modification Work), the following close-out items: (i) documentation evidencing Provider's completion of any issues noted in Owner's punch list; (ii) as-built drawings reflecting the Work performed at the Property; (iii) documentation evidencing a complete clean up and restoration of damage to the Property and finishes; and (iv) documentation evidencing removal of all temporary facilities and utilities that are no longer needed.
17. Equipment Security. Provider shall secure all construction equipment left on-site during any Work at the Property against theft. Owner has no responsibility for any of Provider's construction equipment left on-site.
18. Equipment Replacement. If any existing Cable, wiring, or other Telecom Equipment is being replaced, the replaced equipment must be removed and disposed of off-site by Provider in accordance with Applicable Laws and Industry Standards.



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**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

**1. Specific Requirements.**

INSURANCE	COVERAGES/LIMITS	OTHER REQUIREMENTS
Workers' Compensation	Statutory Limits (if state has no statutory limit, then \$1,000,000), including provisions for voluntary benefits as required in labor agreements, if applicable	
Employer's Liability	\$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease \$1,000,000 disease-policy limit	
Commercial General Liability	\$5,000,000 per occurrence \$10,000,000 general aggregate \$5,000,000 product-completed operations aggregate limit \$1,000,000 personal and advertising injury limit \$5,000 medical expense limit	1. Occurrence basis on most current edition of ISO form CG 00 01 or other form providing equivalent coverage. 2. "Designated Location(s) General Aggregate Limit" (ISO form CG 25 04 03 97) or other form providing equivalent coverage. 3. Contractual liability sufficient for broad form indemnities under Coverage A.
Commercial Automobile Liability	\$5,000,000 combined single limit each accident for bodily injury and property damage	1. Occurrence basis on most current edition of ISO form CA 00 01 or other form providing equivalent coverage. 2. Includes liability Arising From ownership, maintenance, or operation of owned, hired, and non-owned vehicles.
Excess/Umbrella Liability Insurance (Occurrence Basis)	\$10,000,000	1. Providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability and no less broad than the liability coverages referenced. 2. Same inception and expiration dates as commercial general liability insurance, or containing a non-concurrence endorsement.
Causes of Loss-Special Form (formerly known as "All Risk") Property Insurance	100% replacement cost of all of the Telecom Equipment and any improvements made by Provider.	1. Most current edition of ISO form CP 10 30 or other form providing equivalent coverage (including, but not limited to, sprinkler leakage, ordinance and law, sewer back-up, flood, earthquake, windstorm and collapse coverage).

**2. General Requirements.**

- 2.1 Policies. All policies must: (i) be issued by carriers having an A.M. Best's Financial Strength Rating of A or better, and an A.M. Best's Financial Size Category of X, or better, and/or Standard & Poor Insurance Solvency Review A minus, or better, and authorized to provide insurance in the State in which the Property is located; (ii) be endorsed to be primary with the policies of all Owner-related Persons being excess, secondary, and noncontributing; (iii) explicitly confirm that any deductible amount or any self-insured retention in connection with the policy will be borne by Provider; (iv) be endorsed to provide a waiver of subrogation in favor of Owner-related Persons (including any deductibles); (v) with respect to all liability policies except workers' compensation/employer's liability, be endorsed to include Owner-related Persons as "additional insureds" for both ongoing operations and completed operations (the additional insured status under the

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commercial general liability policy will be provided on ISO form CG 20 11 11 85 (or other form providing equivalent coverage).); and (vi) contain a provision requiring 30 days' prior written notice by insurance carrier to Owner in case of cancellation, nonrenewal, or substantial modification.

- 2.2 Limits, Deductibles, and Retentions. Except as expressly provided in this Exhibit, no deductible or self-insured retention may exceed \$10,000 without the prior written approval of Owner.
- 2.3 Forms. If the forms of policies, endorsements, certificates, or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
- 2.4 Evidence of Insurance. Insurance must be evidenced as follows: (i) ACORD Form 25 Certificate of Liability Insurance or its equivalent for liability coverages; (ii) ACORD Form 28 Evidence of Commercial Property Insurance or its equivalent for property coverages; and (iii) evidence to be delivered to Owner prior to commencing operations at the Property, within 30 days of the expiration of current policies, within 15 days of any renewal, and upon request by Owner from time to time and within 15 days of such request.
- 2.5 Copies of Policies. If requested in writing by Owner, Provider will make available to Owner a certified copy of any or all insurance policies or endorsements required by this Agreement.
- 2.6 Cancellation. Provider shall provide Owner with no less than 30 days' prior written notice of cancellation of any coverage required herein.
- 2.7 Provider's Vendors/Contractors. Provider shall require that any party that it shall hire to perform Work or other services at the Property to procure the same insurance as required of Provider, including naming Owner-related Persons as an "additional insured" on the most current edition of ISO form CG 20 11.



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**EXHIBIT C**  
**TELECOM SPACE AND TELECOM EQUIPMENT**

1. Telecom Equipment Housing.

1.1 Floor-mounted Equipment. Floor-mounted Telecom Equipment **[check one]** N/A must or N/A must not be housed in locked enclosures or cabinets. All equipment enclosures, cabinets, and/or racks will be constructed or supplied and installed by Provider.

1.1.1 If floor-mounted Telecom Equipment must be enclosed, Provider will install no more than \_\_\_\_\_ Telecom Equipment enclosures or cabinets in the Equipment Area, each having maximum dimensions of \_\_\_\_\_ inches in horizontal width, by \_\_\_\_\_ inches in horizontal depth, by \_\_\_\_\_ inches in vertical height.

1.1.2 If floor-mounted Telecom Equipment is not required to be enclosed, Provider will install no more than \_\_\_\_\_ equipment racks in the Equipment Area, each having maximum dimensions of \_\_\_\_\_ inches in horizontal width, by \_\_\_\_\_ inches in horizontal depth, by \_\_\_\_\_ inches in vertical height.

1.2 Wall-mounted Equipment. Wall-mounted Telecom Equipment will be installed on a board having maximum dimensions of 24 inches by 48 inches.

2. Antenna Mounts and Antennas. "**Antennas**" means devices for transmitting or receiving telecommunications signals without the use of Cables. Provider will install no more than 3 Antenna mount(s) in the Roof Area, each having maximum dimensions of 18 inches in horizontal width, by 72 inches in horizontal depth, by 90 inches in vertical height. Provider will install no more than 6 microwave dish(es), with diameter(s) of no more than 24 inches.

3. Major Components Of Telecom Equipment.

**Out-of-doors Equipment:**

- Sled mounts
- Masts
- Conduit
- Antennas

**Indoor Equipment:**

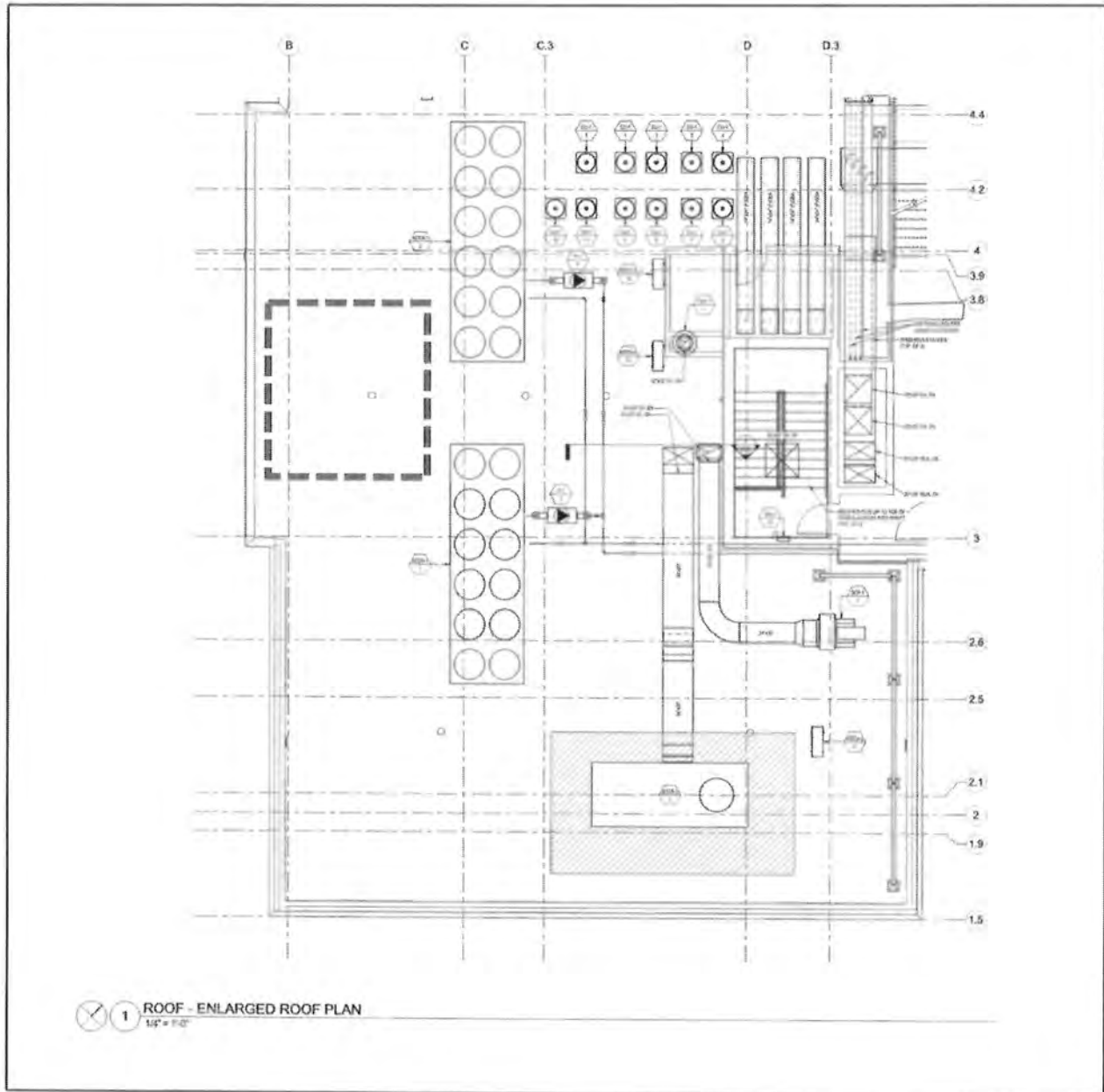
- Cabinets
- Wiring
- Batteries

4. Owner-Approved Plans:

**[See Attached – Cover For [1] Page]**

**These are preliminary drawings, and Owner and Provider agree that Provider will provide more detailed drawings, Plans and information (including a final equipment list) for Owner's review and approval before performing any Work at the Property.**

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Permitted location for the "Roof Area" of the "Telecom Space"