Fill in this information to identify the case:

Debtor Starry, Inc.

United States Bankruptcy Court for the: $\qquad$ District of $\frac{\text { Delaware }}{\text { (State) }}$

Case number 23-10220

## Official Form 410

Proof of Claim
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. $\S \S 152,157$, 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


| 6. Do you have any number |
| :--- |
| you use to identify the |
| debtor? |
| 7. How much is the claim? |
|  |

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
$\square$ Yes. Check all that apply:
$\square$ Domestic support obligations (including alimony and child support) under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
$\square$ 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).
$\square$ 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).
$\square$ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
$\square$ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
$\square$ 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)?
$\square$ 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. <br> FRBP 9011(b). <br> 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:
$\square$ I am the creditor.
$\sqrt{7}$ I am the creditor's attorney or authorized agent.
$\square$ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
$\square$ 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 $\frac{04 / 26 / 2023}{\mathrm{MM} / \mathrm{DD} / \mathrm{YYYY}}$

## $\frac{\text { /s/Harrison Miller }}{\text { Signature }}$

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

| Name | $\frac{\text { Harrison Miller }}{\text { First name }} \quad$ Middle name Last name |
| :--- | :--- |
| Title | Director of Residential |
| Company | $\frac{\text { Gelman Management }}{}$Identify the corporate servicer as the company if the authorized agent is a servicer. |

Address
$\qquad$ Email

## KCC ePOC Electronic Claim Filing Summary

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


## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "MSA") is entered into as of March 20, 2019 (the "Effective Date"), by Starry, Inc., a Delaware corporation ("Starry"), on the one hand, and the parties set forth on Exhibit A attached hereto (each, an "Owner" and collectively, the "Owners"), on the other hand. Owners own the multiple dwelling unit real properties (each, a "Property" and collectively, the "Properties") as set forth on Exhibit B and desire that Starry, an Internet service provider, provide Internet access (the "Services") to residents of such Properties (each, a "Resident" and collectively, the "Residents"). This MSA, any executed PSAs (as defined below), and any attachments or exhibits to this MSA or an executed PSA, which are hereby incorporated herein by this reference, are collectively referred to as the "Agreement". Each Owner shall act through Gelman Management Company, the authorized agent and representative for each Owner for so long as the applicable Property is owned by Owner. In consideration of the foregoing and the mutual promises and covenants expressed herein, the parties agree as follows:
$\square$


The parties have executed and delivered this Master Services Agreement as of the Effective Date.

ELISE APARTMENTS ASSOCIATES, LLC

VICTOR REALTY LIMITED PARTNERSHIP
3725 MACOMB STREET ASSOCIATES LLC IRREVOCABLE TRUST FOR ESTELLE GELMAN AND THE DESCENDANTS OF MELVIN GELMAN, THE DONOR, DATED JANUARY 2, 1962 (AKA THE SAVOY TRUST)

IRREVOCABLE TRUST FOR THE BENEFIT OF
THE DESCENDANTS OF MELVIN GELMAN UNDER THE TRUST AGREEMENT DATED NOVEMBER 29, 1952 (AKA THE ELAINE TRUST)

## SEVILLE APARTMENTS ASSOCIATES, LLC

5100 CONNECTICUT AVE, LLC
PARK ELLISON APARTMENT ASSOCIATES

SKYLINE TOWERS ASSOCIATES, LLC

By: Gelman Management Company, the authorized agent and representative for each entity listed above


Title: President
Address: 2120 L Street, NW
Suite 800
Washingtarorized agent representation And warranty

Gelman Management Company hereby represents and warrants that it: (i) is the authorized agent and representative of each entity listed on Exhibit A hereto; (ii) has the authority to execute and deliver this MSA on behalf of each entity for which it has signed above; and (iii) is duly organized, validly existing, and in good standing under the applicable laws of the jurisdiction of its formation.

GELMAN MANAGEMENT COMPANY

[^0]
## EXHIBIT C

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and $\qquad$ —, a $\qquad$ ("Owner") as of $\qquad$ , 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of
$\qquad$ , 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

## Property Information

Property Address:
Number of Units:
Expected Installation
Commencement Date:
Expected Services
Commencement Date:

| Contact Information |  |
| :--- | :--- |
| Starry Point of Contact | Property Point of Contact |
| Name: | Name: |
| Title: | Title: |
| Phone: | Phone: |
| Email: | Email: |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$\square$ Marketing not allowed at Property
$\square$ Hub Site or $\square$ Relay Site:

The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

STARRY, INC.

By:
Name:
Title:
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel
[LEGAL ENTITY NAME]
By: Gelman Management Company, the authorized agent and representative for each entity listed above

By:
Name:
Title:
Address:

## EXHIBIT B

| H ${ }^{\circ}$ | Properties |  |  |
| :---: | :---: | :---: | :---: |
| Mh | Property Address | \# of Units | Legal Entity Name of Owner |
| 9 | 2620 16th St NW, Washington, DC (Initial Hub Site) | 49 | 2620 16th St, LLC |
| 9 | 825 New Hampshire Ave NW, Washington, DC (Initial Hub Site) | 126 | Elise Apartments Associates, LLC |
| 3 | 3206 Wisconsin Ave NW, Washington, DC (Initial Relay Site) | 71 | Victor Realty Limited Partnership |
| 1 | 1930 Columbia Rd NW, Washington, DC | 166 | Irrevocable Trust for the benefit of the Descendants of Melvin Gelman under the Trust Agreement dated November 29, 1952 (aka The Elaine Trust) |
| 1 | 3725 Macomb St NW, Washington, DC | 78 | 3725 Macomb Street Associates LLC |
| 1 | 1415 Rhode Island Ave NW, Washington, DC | 109 | Irrevocable Trust for Estelle Gelman and the Descendants of Melvin Gelman, The Donor, dated January 2, 1962 (aka The Savoy Trust) |
| 1 | 3210 Wisconsin Ave NW, Washington, DC | 87 | Irrevocable Trust for the benefit of the Descendants of Melvin Gelman under the Trust Agreement dated November 29,1952 (aka The Elaine Trust) |
| 1 | 1101 New Hampshire Ave NW, Washington, DC | 203 | Irrevocable Trust for Estelle Gelman and the Descendants of Melvin Gelman, The Donor, dated January 2, 1962 (aka The Savoy Trust) |
| 1 | 1401 N St NW, Washington, DC | 146 | Seville Apartments Associates, LLC |
| 1 | 5100 Connecticut Avenue NW, Washington, DC | 43 | 5100 Connecticut Ave, LLC |
| 1 | 1700 Harvard Street NW, Washington, DC | 89 | Park Ellison Apartment Associates |
| 1 | 2730 Wisconsin Avenue NW, Washington, DC | 71 | Skyline Towers Associates, LLC |

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and 3725 Macomb Street Associates LLC ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.


Contact Information

Starry Point of Contact
$\qquad$
Title: $\qquad$
Phone: 804-687-8910
Email: BWischow@Starry.com

## Property Point of Contact

Name: Eugenia Person
Title: Resident Manager
Phone: 202-725-5610
Email: macombgardens@ge7man.com

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$\triangle$ Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site or $\square$ Relay Site


The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By William J Lundregan

Title: Senior vice President
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## 3725 MACOMB STREET ASSOCIATES LLC

By: Gelman Management Company, the authorized agent and representative for each entity listed above

| By: William Miller |
| :---: |
|  |
| Title: President |
| Address: 2120 L Street, |
| NW Ste 800 |
| Washington, DC |
| 20037 |

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Irrevocable Trust for the benefit of the Descendants of Melvin Gelman under the Trust Agreement dated November 29,1952 (aka The Elaine trust) ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

| Property Information | 3210 Wisconsin Avenue NW, Washington, DC 20016 |
| :---: | :---: |
| Property Address: |  |
| Number of Units: |  |
| Expected Installation Commencement Date: | 8/15/19 |
| Expected Services Commencement Date: | 9/1/19 |


| Contact Information |  |  |
| :--- | :--- | :--- |
| Starry Point of Contact | Property Point of Contact |  |
| Name: | Brett Wischow | Name: Antonio Holley |
| Title: | Director of Customer Operations, DC | Title: $\quad$ resident manager |
|  | $804-687-8910$ Phone: <br> Email: BWischow@Starry.com | Email: theelaine@gelman.com |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$X$ Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site or $\square$ Relay Site


The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

By William I Lundregan Name:Wiciq审审am J Lundregan
Title: Senior vice president
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## IRREVOCABLE TRUST FOR THE BENEFIT OF THE DESCENDANTS OF MELVIN GELMAN UNDER THE TRUST AGREEMENT DATED NOVEMBER 29,1952 (AKA THE ELAINE TRUST)

By: Gelman Management Company, the authorized agent and representative for each entity listed above

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Victor Realty Limited Partnership ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.


| Contact Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Starry Point of Contact |  | Property Point of Contact <br> Name: <br> Antonio Holley |  |
| Name: | Brett Wischow |  |  |
| Title: | Director of Customer Operations, DC | Title: | Resident Manage |
| Phone: | 804-687-8910 | Phone: | 202-363-8282 |
| Email: | BWischow@Starry.com | Email: | theelaine@gelma |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$\triangle$ Marketing not allowed at Property
Check if Applicable. $\square$ Hub Site or $\boxtimes$ Relay Site

The parties have exeeuted and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

STARRY, INC.

By: William IJ Lundregan

Title: Senior vice President
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## VICTOR REALTY LIMITED PARTNERSHIP

By: Gelman Management Company, the authorized agent and representative for each entity listed above

| By: William Miller <br>  <br> Title: President <br> Address: 2120 L Street, <br> NW Ste 800 <br> Washington, DC 20037 |
| :---: |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Seville Apartments Associates, LLC ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21,2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

## Property Information

|  | 1401 N Street NW, Washington, DC 20005 |  |
| :--- | :--- | :--- |
| Pumber of Units: | 146 |  |
| Expected Installation <br> Commencement Date: | $6 / 15 / 19$ |  |
| Expected Services <br> Commencement Date: | $7 / 1 / 19$ |  |


| Contact Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Starry Point of Contact |  | Property Point of Contact Name: Caitlyn Brash |  |
| Name: | Brett Wischow |  |  |
| Title: | Director of Customer Op | Title: | Resident Manager |
| Phone: | 804-687-8910 | Phone: | 732-567-2216 |
| Email: | BWischow@Starry.com | Email: | thesevi11e@ge1ma |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$X$ Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site or $\square$ Relay Site


The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.


 Title: Senior vice president
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## SEVILLE APARTMENTS ASSOCIATES, LLC

By: Gelman Management Company, the authorized agent and representative for each entity listed above

```
                                    CWilliam Miller
```



```
Title: President
    Address: 2120 L Street, NW
        Ste 800
        washington, DC
        20037
```


## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Irrevocable Trust for Estelle Gelman and the Descendants of Melvin Gelman, The Donor, dated January 2, 1962 (aka The Savoy Trust) ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

## Property Information

| Property Address: | 1415 Rhode Island Avenue NW, Washington, DC 20005 |  |
| :--- | :--- | :--- |
| Number of Units: | 109 |  |
|  |  |  |
| Expected Installation |  |  |
| Commencement Date: |  |  |$\quad 6 / 15 / 19$


| Contact Information |  |  |
| :---: | :---: | :---: |
| Starry Point of Contact | Property Point of Contact <br> Name: Victoria |  |
| Name: Brett Wischow |  |  |
| Title: Director of Customer Operations, DC | Title: | resident manager |
| Phone: 804-687-8910 | Phone: | 202-265-5283 |
| Email: BWischow@Starry.com | Email: | newportwest@gelman.com |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
X Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site or $\square$ Relay Site


The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By William Jow $_{\text {Docusine by }}$ Lundrezan
Nanne? Wi:iallitam J Lundregan
Title: Senior vice president
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## IRREVOCABLE TRUST FOR ESTELLE GELMAN AND THE DESCENDANTS OF MELVIN GELMAN, THE DONOR, DATED JANUARY 2, 1962 (AKA THE SAVOY TRUST)

By: Gelman Management Company, the authorized agent and representative for each entity listed above

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Irrevocable Trust for the benefit of the Descendants of Melvin Gelman (aka The Elaine trust) ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

| Property Information |  |
| :--- | :---: |
| Property Address: | 1930 Columbia Road NW, Washington, DC 20009 |
| Number of Units: | 166 |
|  |  |
| Expected Installation <br> Commencement Date: | $6 / 15 / 19$ |
| Expected Services <br> Commencement Date: | $7 / 1 / 19$ |

Contact Information

Starry Point of Contact

| Name: | Brett Wischow |
| :--- | :--- |
| Title: | Director of Customer Operations, DC |

Phone: 804-687-8910

Email: BWischow@Starry.com

## Property Point of Contact

Name: John Ricks
Title: resident manager
Phone: 202-265-5377
Email: ge1marctowers@ge1man.com

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$X$ Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site or $\square$ Relay Site


The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By William I Iundregan
Name. Whicidiaiam. J Lundregan
Title: Senior vice President
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## IRREVOCABLE TRUST FOR THE BENEFIT OF THE DESCENDANTS OF MELVIN GELMAN (AKA THE ELAINE TRUST)

By: Gelman Management Company, the authorized agent and representative for each entity listed above

| DocuSigned by: |  |
| :---: | :---: |
|  |  |
| Name ${ }^{\text {dicachilizizam Miller }}$ |  |
| Title: President |  |
| Address: | 2120 L Street, <br> suite 800 |
|  | washington, DC $20037$ |

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Skyline Towers Associates, LLC ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21,2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.


| Contact Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Starry Point of Contact |  | Property Point of Contact <br> Name: skyline Towers |  |
| Name: | Brett Wischow |  |  |
| Title: | Director of Customer Operations, DC | Title: | Arija Rahman |
| Phone: | 804-687-8910 | Phone: | 202-3383255 |
| Email: | BWischow@Starry.com | Email: | skylinetowers |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
X Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site or $\square$ Relay Site


The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By: William ${ }^{\text {Docusigea by: }}$ lundrezan
Nameswerind Aham J Lundregan
Title: Senior vice President
Address: 38 Chauncy Street, 5th Floor Boston, MA 02111
Attn: General Counsel

## SKYLINE TOWERS ASSOCIATES, LLC

By: Gelman Management Company, the authorized agent and representative for each entity listed above

| B. William Miller |
| :---: |
|  |
| Title: President |
| Address: <br> 2120 L street, NW Suite 800 |
| WAshington, dc 20037 |

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and 5100 Connecticut Ave, LLC ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

|  |  |
| :---: | :---: |
| Property Address: | 5100 Connecticut Avenue NW, Washington, DC 20008 |
| Number of Units: | 43 |
| Expected Installation Commencement Date: | 9/15/19 |
| Expected Services Commencement Date: | 10/1/19 |

## Contact Information

Starry Point of Contact

| Name: | Brett Wischow |
| :--- | :--- |
| Title: | Director of Customer Operations, DC |

## Phone:

Email: BWischow@Starry.com

## Property Point of Contact

Name: Hillary
Title:
Phone:
Email:
resident manager
202-244-4095
5100conn@geIman.com

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$\triangle$ Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site $\underline{\text { or }} \square$ Relay Site


The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By: Uilliamn dy: ${ }_{\text {Win }}^{\text {Dicon }}$ dregan
Namewhishaban J Lundregan
Title: Senior Vice President
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## 5100 CONNECTICUT AVE, LLC

By: Gelman Management Company, the authorized agent and representative for each entity listed above
By: William Miller
Namelliqhowsiam mi17er
Title: President
Address: 2120 L Street, NW
$\quad$ Suite 800
Washington, dc 20037

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Park Ellison Apartment Associates ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

## Property Information

Property Address: $\quad 1700$ Harvard Street NW, Washington, DC 20009

Number of Units:
89
8/15/19
Expected Installation
Commencement Date:
Expected Services
9/1/19
Commencement Date:

## Contact Information

Name: Brett Wischow
Title: Director of Customer Operations, DC

| Phone: | $804-687-8910$ |
| :--- | :--- |
| Email: | BWischow@Starry.com |

## Property Point of Contact

Name: Karen Morales
Title: Resident Manager
Phone: 202-234-3636
Email: parke11ison@ge1man.com

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
区 Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site $\underline{\underline{r}} \square$ Relay Site

The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By: Uilliam $)$ (undrazan
Nameswlinded Aam J Lundregan
Title: Senior vice President
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## PARK ELLISON APARTMENT ASSOCIATES

By: Gelman Management Company, the authorized agent and representative for each entity listed above

| ${ }^{\text {Oosusigneaby }}$ <br> By: $\square$ <br>  <br> Title: President Address: 2120 L Street, NW Suite 800 Washington, dc 2003 |
| :---: |
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|  |  |

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and 2620 16th St, LLC ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

## Property Information

Property Address: 2620 16th Street NW, Washington, DC 20009
Number of Units: 49
Expected Installation 7/1/19
Commencement Date:
Expected Services
8/1/19
Commencement Date:

| Contact Information |  |  |  |
| :---: | :---: | :---: | :---: |
| Starry Point of Contact |  | Property Point of Contact <br> Name: <br> Karen Morales |  |
| Name: Title: | Brett Wischow |  |  |
|  | Director of Customer Operations, DC | Title: | resident manager |
| Phone: | 804-687-8910 | Phone: | 202-234-3636 |
| Email: | BWischow@Starry.com | Email: | 212016th@ge1man.com |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
区 Marketing not allowed at Property
Check if Applicable: $\boxtimes$ Hub Site or $\square$ Relay Site

The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By: William J Lundryan
Name? WTPTPFpiam J Lundregan
Title: Senior vice President
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## 2620 16TH ST, LLC

By: Gelman Management Company, the authorized agent and representative for each entity listed above

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Elise Apartments Associates, LLC ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

## Property Information



| Contact Information |  |  |
| :--- | :--- | :--- |
| Starry Point of Contact | Property Point of Contact |  |
| Name: | Brett Wischow | Name: Yaza Kurbanova |
|  | Director of Customer Operations, DC | Title: resident manager |
| Phone: | $804-687-8910$ | Phone: $202-3337711$ |
| Email: | BWischow@Starry.com | Email: theelise@gelman.com |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
$\triangle$ Marketing not allowed at Property
Check if Applicable: $\boxtimes$ Hub Site or $\square$ Relay Site

The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

By: William I Lundrezan
Name: WF91909fant J Lundregan
Title: Senior Vice president
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## ELISE APARTMENTS ASSOCIATES, LLC

By: Gelman Management Company, the authorized agent and representative for each entity listed above

| By William Miller Name <br>  <br> Title: President <br> Address: 2120 L Street, Suite 800 washington, dc 20037 |
| :---: |
|  |  |
|  |  |
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|  |  |

## Form of Property Services Agreement

This Property Services Agreement ("PSA") is entered into by and between Starry, Inc., a Delaware corporation, and Irrevocable Trust for Estelle Gelman and the Descendants of Melvin Gelman, The Donor, dated January 2, 1962 (aka The Savoy Trust) ("Owner") as of March 21, 2019 (the "PSA Commencement Date"). Pursuant and subject to the terms and conditions of the of that certain Master Services Agreement entered into by Starry, Inc. and Owner with an Effective Date of March 21, 2019 (the "MSA"), which is hereby incorporated into this PSA by this reference as though fully set forth herein, Owner hereby authorizes Starry to install and operate the System at the Property indicated below, to provide the Services to Residents of the Property, and to otherwise perform or exercise any of Starry's obligations or rights under the MSA.
Capitalized terms used and not defined in this PSA shall have the meanings ascribed to them in the MSA. The validity, interpretation, and legal effect of this PSA and all actions arising out of or in connection with this PSA will be governed by and construed in accordance with the laws of the State or District in which the Property is located without regard to choice of law.

## Property Information

Property Address: 1101 New Hampshire Avenue NW, Washington, DC 20037

Number of Units: 203
Expected Installation
Commencement Date:
7/1/19

Expected Services
8/1/19
Commencement Date:

## Contact Information

## Starry Point of Contact

| Name: | Brett Wischow |
| :--- | :--- |
| Title: | Director of Customer Operations |
| Phone: | $804-687-8910$ |
| Email: | BWischow@Starry.com |

## Additional Information:

Check all that apply and fill in corresponding information if applicable:
X Marketing not allowed at Property
Check if Applicable: $\square$ Hub Site or $\square$ Relay Site

The parties have executed and delivered this Property Services Agreement as of the PSA Commencement Date set forth above.

## STARRY, INC.

$\qquad$
By: William I lundrezan
Namévivi早明riam J Lundregan
Title: Senior vice President
Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

## IRREVOCABLE TRUST FOR ESTELLE GELMAN AND THE DESCENDANTS OF MELVIN GELMAN, THE DONOR, DATED JANUARY 2, 1962 (AKA THE SAVOY TRUST)

By: Gelman Management Company, the authorized agent and representative for each entity listed above

```
By: William Miller
Name. Whililizizm Miller
Title: President
Address: 2120 L street, NW
        Suite 800
        washington, dc
        20037
```


## Certificate Of Completion

Envelope ld: 79503F0C75DC4722A90B20B80135970A
Subject: Please DocuSign - Starry/Gelman MSA and PSA's
Source Envelope:
Document Pages: 21
Certificate Pages: 5
Signatures: 27
Initials: 0
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US \& Canada)

## Record Tracking

Status: Origina 3/21/2019 2:15:23 PM

## Signer Events

William Miller
mmiller@gelman.com
President
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 3/21/2019 6:40:39 PM
ID: 35da4a0f-3d00-4465-ae4c-ff37560b8d48
William J Lundregan
wlundregan@starry.com
Senior Vice President
Starry, Inc.
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/31/2018 7:34:52 AM
ID: eb7deebd-e3c3-4738-a734-2dec2c5ab445

> William y lundregan

Signature Adoption: Pre-selected Style Using IP Address: 24.184.89.171

Status: Completed

Envelope Originator:
Roby Farchione
38 Chauncy Street
2nd Floor
Boston, MA 02111
farchione@starry.com
IP Address: 65.207.79.74

Location: DocuSign

## Timestamp

Sent: 3/21/2019 2:53:21 PM
Viewed: 3/21/2019 6:40:39 PM
Signed: 3/22/2019 1:28:44 PM

Sent: 3/22/2019 1:28:49 PM
Viewed: 3/23/2019 12:09:07 PM
Signed: 3/23/2019 12:09:37 PM

## Timestamp

## Timestamp

## Timestamp

## Timestamp

Timestamp

## Timestamp

## CONSUMER DISCLOSURE

From time to time, Starry, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

## Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $\$ 0.00$ per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

Enabled Security
Settings:
** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

## Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Starry, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Starry, Inc. during the course of my relationship with you.


## Property Owner's Name

| Victor Realty LP | 3206 Wisconsin Ave NW, WDC |
| :--- | :--- |
| 3725 Macomb Street Associates LLC | 3725 Macomb Street, Washington, DC |
| Skyline Towers Associates LLC | 2730 Wisconsin Ave NW, WDC |
| The Elaine Trust | 1930 Columbia Road NW, WDC |
| The Elaine Trust | 3210 Wisconsin Ave NW, WDC |
| The Savoy Trust | 1101 New Hampshire Ave NW, WDC |
| The Savoy Trust | 1415 Rhode Island Ave NW, WDC |
| Seville Apartment Associates LLC | 1401 N Street NW, WDC |
| Park Ellison Apartment Associates | 1700 Harvard St NW, WDC |
| The Elise Apartment Associates LLC | 825 New Hampshire Ave NW, WDC |
| 5100 Connecticut LLC | 5100 Conn Ave NW, WDC |
| 2620 16th St, LLC | 2620 16th St NW, WDC |
|  | TOTAL |

No of
Licensed
Masts Balance Owed Balance Owed Total Owed Thru 02/19/23 02/20/23 thru 8/31/24

| 3 | $\$$ | $9,226.08$ | $\$$ | $11,189.38$ |
| ---: | :---: | ---: | :--- | ---: | $\mathbf{\$} 20,415.46$




[^0]:    Doensignad try:
    urtiam miller
    
    Title: president
    DateMarch 22, 2019
    Address: 2120 L Street, NW Suite 800 washington, DC 20037

