

Fill in this information to identify the case:

Debtor Starry, Inc.

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

Case number 23-10220

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>Dewberry Engineers Inc.</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? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Dewberry Engineers Inc.</u> <u>ATTN: Corporate Legal Group</u> <u>8401 Arlington Boulevard</u> <u>Fairfax, VA 22031</u> Contact phone <u>703.849.0247</u> Contact email <u>svucci@dewberry.com</u>	Where should payments to the creditor be sent? (if different) <u>Dewberry</u> <u>PO Box 821824</u> <u>Philadelphia, PA 19182</u> Contact phone <u>703.849.0247</u> Contact email <u>svucci@dewberry.com</u> 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? \$ 63,180.00. 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.
professional services rendered

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. \$ _____

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 03/23/2023
MM / DD / YYYY

/s/Darren R. Conner
Signature

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

Name Darren R. Conner
First name Middle name Last name

Title President

Company Dewberry Engineers Inc.
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

Debtor: 23-10220 - Starry, Inc. District: District of Delaware		
Creditor: Dewberry Engineers Inc. ATTN: Corporate Legal Group 8401 Arlington Boulevard Fairfax, VA, 22031 Phone: 703.849.0247 Phone 2: Fax: Email: svucci@dewberry.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Dewberry PO Box 821824 Philadelphia, PA, 19182 Phone: 703.849.0247 Phone 2: Fax: E-mail: svucci@dewberry.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: professional services rendered	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 63,180.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Darren R. Conner on 23-Mar-2023 2:04:17 p.m. Eastern Time Title: President Company: Dewberry Engineers Inc.		

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

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 of 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?**

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?☐ No☐ Yes. From whom? _____**3. Where should notices and payments to the creditor be sent?**Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)**Where should notices to the creditor be sent?**

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact email _____

Where should payments to the creditor be sent? (if different)

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

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?**☐ No☐ 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?**☐ No☐ 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?** \$ _____. **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.
- _____

9. **Is all or part of the claim secured?** ☐ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal 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 amounts 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.** \$ _____

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 one:

☐ 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.

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 acknowledgment 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 a 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 _____
MM / DD / YYYY

Darren Conner
Signature

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

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement") is made as of the date of the last signature on the signature page hereto (the "Effective Date") by and between the following:

STARRY, INC. ("Starry")
38 Chauncy Street, Suite 200
Boston, MA 02111
Attention: Finance Department
Copy to: General Counsel

DEWBERRY ENGINEERS INC. ("Dewberry")
600 Parsippany Road, Suite 301
Parsippany, NJ 07054
Attn:

Starry and Dewberry may sometimes be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Starry is a telecommunications company engaged in building a wireless network (the "Build"); and

WHEREAS, Starry desires to have Dewberry perform professional engineering and related services, including without limitation structural analysis services (the "Services"), for sites (each, a "Site") identified by Starry in conjunction with the Build; and

NOW THEREFOR, in consideration of the mutual promises and the representations, warranties and covenants contained in this Agreement, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Statements of Work; Purchase Orders.**

a. The Services will be authorized on a Site by Site basis. Prior to commencement of any Services for a Site, Starry shall issue a statement of work (each, a "Statement of Work") to Dewberry identifying the Site and containing a description of the Services requested and the schedule for completion of the Services for such Site. Each Statement of Work will be prepared in substantial accordance with the format provided on Exhibit A attached hereto.

b. Promptly, but in any event within five (5) days of receipt of a Statement of Work from Starry, Dewberry shall advise Starry in writing that Dewberry either (i) accepts the Statement of Work, and in which case Dewberry shall provide a quote setting forth the fee for performing the Services described in the Statement of Work (the "Fee Schedule"); or (ii) rejects the Statement of Work, and in which case Dewberry shall notify Starry of the reasons for rejection of the Statement of Work and will work in good faith with Starry to amend such Statement of Work as appropriate to resolve such reasons in a manner mutually acceptable to both Starry and Dewberry. Any Statement of Work rejected by Dewberry may be subsequently accepted by Dewberry after agreeing with Starry on amendments to such Statement of Work. Starry has the unfettered right to cancel or revoke any Statement of Work if Starry has not received written acceptance of the Statement of Work from Dewberry.

c. Following Dewberry's acceptance of a Statement of Work and provision of a Fee Schedule, Starry in its sole discretion may choose to accept such Fee Schedule and issue a written purchase order to Dewberry (a "Purchase Order"), which Purchase Order shall include the quoted fee schedule (the "Contract Price"), the schedule for completion of the Services, and the accepted Statement of Work. Promptly, but in any event within three (3) days of receipt of a Purchase Order from Starry, Dewberry shall advise Starry in writing that Dewberry accepts or rejects such Purchase Order. If Dewberry does not notify Starry of its acceptance or rejection of an issued Purchase Order within such three (3)-day period, the Purchase Order will be deemed accepted. Notwithstanding anything to the contrary in this Agreement, Dewberry may only reject an issued Purchase Order if (i) the Purchase Order fails to comply with the terms and conditions of this Agreement; and (ii) the Purchase Order is not consistent with the provided Quote or Statement of Work. Starry has the unfettered right to cancel or revoke any Purchase Order prior to Starry receiving a written acceptance of the Purchase Order from Dewberry.

d. Either Party may request changes to a Purchase Order after its acceptance by submitting a Change Order Form prepared in substantial accordance with Exhibit B hereto, which must be approved in writing by both Parties before it is effective, containing: (i) a description of the change in Services; (ii) the change, if any, in the Contract Price; and (iii) the change, if any, in the schedule for performance of the Services. Upon approval of a Change Order Form in writing by both Parties, Starry will issue a separate Purchase Order covering new or revised Services as provided in the accepted Change Order Form.

e. The terms and conditions of this Agreement are incorporated by this reference into all accepted Purchase Orders. In the event of any conflict or ambiguity between any terms of this Agreement and a Purchase Order, the terms of this Agreement will prevail.

2. **Starry Duties and Responsibilities.** Starry shall furnish to Dewberry all plans, drawings, surveys, deeds, reports, data and other documents or information in its possession which are necessary for the Services (the "Starry Supplied Information") and shall inform Dewberry in writing of any special criteria or requirements related to the Services. Starry further agrees to give Dewberry prompt notice of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by Dewberry that Starry discovers, or errors or omissions of others if discovered. Starry shall be responsible for, and Dewberry may rely upon, the accuracy and completeness of all Starry Supplied Information and may use such Starry Supplied Information in performing or furnishing the Services under this Agreement.

3. **Dewberry Duties and Responsibilities.**

a. **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Dewberry under this Agreement, including the Services, will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances, in the same time and same locality.

b. **Technical Accuracy.** Starry shall not be responsible for discovering deficiencies in the technical accuracy of Dewberry's Services. Dewberry shall promptly correct deficiencies in its technical accuracy or Services that do not comply with the requirements of the relevant Purchase Order or this Agreement without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

c. **Use of Consultants.** Dewberry may employ such consultants ("Consultants") as Dewberry deems necessary to assist in the performance of furnishing the Services, subject to reasonable, timely, and substantive objections by Owner. Subject to the standard of care set forth in Section 3(a), Dewberry and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including but not limited to specialty contractors, manufacturers, suppliers and publishers of technical standards.

d. **Compliance.** In providing the Services, Dewberry shall comply with all applicable statutes, laws, rules, regulations, administrative codes, ordinances, decrees, orders, decisions, injunctions, awards, judgements, permits, and licenses of or from governmental authorities, including, without limitation, the provisions of the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970, as amended, and all other laws applicable to Dewberry or the Services (collectively, "Applicable Law").

e. **Other.** Dewberry shall have no obligation or responsibility for the following: (i) the correctness and completeness of any document which was prepared by another entity; (ii) favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever; (iii) taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work; (iv) the actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface; (v) site safety or construction quality, means, methods, or sequences; (vi) the correctness of any geotechnical services performed by others, whether or not performed as our subcontractor; or (vii) the accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.

4. **Fees for Special Services.** If Starry requests that Dewberry render Services not specifically described in the applicable Purchase Order, Starry agrees to compensate Dewberry for such services in accordance with Dewberry's then current hourly rates. Dewberry may also submit plans and related, or other, documents to public agencies for approval in connection with which it may be necessary for Dewberry to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. Starry agrees that such special services shall be performed as additional services on an hourly fee basis in accordance with Dewberry's applicable hourly rate schedule. Dewberry will also attend meetings and conferences that Starry, or Starry's representatives, reasonably require and will meet on an as-needed basis with public agencies, provided that because Dewberry cannot forecast the scope and nature of these meetings and conferences, Starry shall compensate Dewberry for meeting and conference services on an hourly fee basis in accordance with Dewberry's applicable hourly rate schedule.

5. **Invoices and Payments.**

a. **Invoices for Services.** Dewberry shall prepare and submit invoices to Starry for its work performed in completion of the Services in accordance with its standard invoicing practices. Starry shall remit the Contract Price for Services satisfactorily completed within thirty (30) days of the date that each invoice is received by Starry. If Starry fails to pay an invoice within 30 days of receipt, Dewberry will be entitled to charge interest at the rate of 1% per month (or the maximum allowed by law, if less) and, upon fifteen (15) days' notice, may suspend Services until Starry has paid all past due invoices in full. If Starry contests an invoice, Starry shall promptly advise Dewberry of the specific basis for doing so, may only withhold that portion so contested, and must pay the undisputed portion.

b. **Reimbursable Expenses.** Starry shall reimburse Dewberry for all expenses incurred to complete the Services for Starry under this Agreement, provided that documentation sufficient to establish that the amount of such expenses is provided with the invoices for such reimbursable expenses. Dewberry may submit invoices for reimbursable expenses separately from invoices for Services.

6. **Time for Completion.** Dewberry shall undertake to complete the Services as expeditiously as is consistent with reasonable skill and care and orderly progress of the Services. Time limits stated in this Agreement and any Purchase Order or Statement of Work, or change order to either of them, are of the essence. If, through no fault of Dewberry, such time periods or dates are changed, or the orderly and continuous progress of Dewberry's provision of the Services is impaired, delayed or suspended, then the time for completion, and the rates and amounts of Dewberry's compensation, shall be adjusted equitably. Notwithstanding the foregoing, if Dewberry has not satisfactorily completed the Services on or before the date fourteen (14) days after the completion date specified in the relevant Purchase Order, Dewberry shall provide to Starry a credit in an amount equal to one percent (1%) of the Contract Price for each day after the completion date that Dewberry fails to satisfactorily complete the Services, which credit shall be applied against payment for the relevant Services. If Dewberry is unable to satisfactorily complete the Services on or before such date, Starry may, at its sole option, terminate the applicable Purchase Order without any recourse or liability in connection therewith, upon written notice to Dewberry within thirty (30) days of such failure to deliver, or Starry may extend the time in which Dewberry may satisfactorily complete the Services. In the event of such termination, neither Party shall be liable for damages arising out of the failure to perform, other than any accrued amounts owed, and any non-recurring charges paid by Starry shall be refunded to Starry. The termination or expiration of a Purchase Order will not affect Services being completed under one or more separate Purchase Orders.

7. **Ownership and Use of Documents.** The drawings, specifications and other documents prepared by Dewberry under this Agreement are instruments of service for use solely for the project specified in the applicable Purchase Order and, unless otherwise provided, Dewberry shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Starry shall be permitted to retain copies, including reproducible copies of Dewberry's instruments of service for information and reference in connection with use on the applicable project, extensions of the project, and for related uses of Starry. Starry agrees that Dewberry's drawings,

specifications, or other documents shall not be used by Starry or others on projects other than the specific project for which they were prepared for any reason or for completion of the applicable project by other professionals, unless Starry enters into a written agreement with Dewberry allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the applicable project is not to be construed as publication inconsistent with Dewberry's reserved rights.

8. **Environmental Conditions of Site.** Starry shall disclose to Dewberry the existence of any known substances, pollutants, or other contaminants on or about the Site which would be deemed or determined to be a hazardous substance or hazardous waste under any Applicable Law now or hereafter in effect ("Hazardous Substances"). It is acknowledged by both parties that Dewberry's scope of services does not include services related to Hazardous Substances. If Dewberry or any other party encounters an undisclosed Hazardous Substance at a Site, or if investigative, remedial or other action is necessary to address any discovered Hazardous Substances at a Site, Dewberry, at its option and without liability for consequential or any other damages, may suspend performance of Services at such Site until Starry or the Owner or the Site (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Substances and (ii) warrants that the Site is in full compliance with Applicable Law. Starry acknowledges and agrees that Dewberry is performing professional services for Starry and that Dewberry is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of Hazardous Substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near a Site in connection with Dewberry's performance of the Services under this Agreement.

9. **Indemnification.**

a. **Indemnification by Dewberry.** To the fullest extent permitted by law, Dewberry shall indemnify and hold harmless Starry, and Starry's officers, directors, members, partners, agents, consultants, and employees from all suits or actions, third party claims, liens, demands, damages, settlements, penalties, fines, liabilities, costs and expenses of every kind and description (each, a "Claim" and collectively, the "Claims") arising out of or relating to (a) any breach or violation of any covenant or other obligation or duty of Dewberry under this Agreement or under Applicable Law; and (b) any bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, caused by any negligent act or omission or improper methods of operation of Dewberry or Dewberry's officers, directors, members, partners, agents, employees, or Consultants in the performance of the Services. The indemnification obligations of Dewberry shall survive termination of this Agreement and shall not be limited to or affected by the type or limits of insurance maintained by Dewberry.

b. **Indemnification by Starry.** To the fullest extent permitted by law, Starry shall indemnify and hold harmless Dewberry and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all Claims, costs, losses, and damages arising out of or relating to the Services that is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Starry or Starry's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Starry with respect to this Agreement, the Services or the Build.

10. **LIMITATIONS OF LIABILITY; MUTUAL WAIVER.** EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS AGREEMENT OR IN THE CASE OF EITHER PARTY'S WILLFUL MISCONDUCT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE OF EITHER PARTY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THE AGREEMENT FROM ANY SHALL NOT EXCEED THE GREATER OF THE TOTAL COMPENSATION RECEIVED BY DEWBERRY UNDER THIS AGREEMENT OR \$100. TO THE FULLEST EXTENT PERMITTED BY LAW, STARRY AND DEWBERRY WAIVE AGAINST EACH OTHER, AND THE OTHER'S EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, AGENTS, INSURERS, PARTNERS, AND CONSULTANTS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT

TO SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES.

11. **Insurance; Risk of Loss.**

a. Dewberry shall obtain and maintain, at its own cost and expense, and shall cause each of its Consultants who perform any work on the Services to obtain and maintain, the following insurance in full force and effect during the term of this Agreement:

- i. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
- ii. Excess or umbrella liability insurance with a combined single limit of \$5,000,000.
- iii. Professional liability insurance with limits of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate.
- iv. Workers' Compensation Insurance fulfilling the applicable statutory requirements in accordance with applicable state laws.
- v. Employer liability policy with limits of \$500,000 per occurrence.

b. Starry shall be named as additional insured on all of the above stated policies. Prior to performing any Services or entering a Site, Dewberry shall provide Starry with an endorsement to Dewberry's policies, or at a minimum, certificates of insurance, together with relevant portions of the policies providing that Starry is named as additional insured and that the policy will not be canceled or materially changed without at least thirty (30) days' prior written notice to Starry, by certified mail.

c. Starry shall maintain, at its own cost and expense, the following insurance in full force and effect during the term of this Agreement:

- i. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
- ii. Excess or umbrella liability insurance with a combined single limit of \$5,000,000.
- iii. Workers' Compensation Insurance fulfilling the applicable statutory requirements in accordance with applicable state laws.

d. Upon request, Starry will provide Dewberry with certificates of insurance evidencing such insurance coverage and naming Dewberry as an additional insured as to liability insurance.

12. **Term; Termination.**

a. **Term.** This Agreement will be effective as of the Effective Date and will remain in force until the later of (i) the one (1) year anniversary of the Effective Date or (ii) the completion of any Services under any outstanding accepted Purchase Order and payment of the invoice related thereto (such period of time, as it may be shortened or extended as provided in this Section, the "**Term**").

b. **Termination.** Either Party may terminate this Agreement prior to the end of the Term by written notice to the other Party: (a) if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving a written notice of breach from the non-breaching Party (if such breach is of the type that can be cured within such time period); (b) the other Party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of any applicable laws; (c) a bankruptcy or other petition is filed, a notice is given, or an order is made, for the winding up of the other Party; (d) an application is made to court, or an order is made, for the appointment of an administrator, receiver or trustee, or if an administrator, receiver or trustee is appointed over the other Party; (e) a creditor of the other Party attaches or takes possession of, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14)

days; or (f) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

c. Effect of Termination. In the event of a termination, neither Party shall have any further obligation or liability hereunder, except that Dewberry will be entitled to invoice Starry and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. All provisions of this Agreement which by their nature should survive termination, shall survive termination. Termination is not an exclusive remedy termination of this Agreement shall not prevent any party hereto from seeking any remedies (at law or in equity) against any other party.

13. DISPUTE RESOLUTION. In the event that any dispute arises in connection with this Agreement, each Party agrees to use its reasonable best efforts to resolve the dispute informally by submitting written notice to the other Party containing a summary of the disputed issue. Each Party shall designate a knowledgeable and responsible representative to meet and negotiate in good faith in an attempt to resolve the dispute. In the event the Parties are unable to agree to a resolution of the issue through the informal process set forth above within thirty (30) days of submission of the written notice of dispute, then the dispute shall be settled by binding arbitration according to the rules of the American Arbitration Association. The number of arbitrators will be one. The arbitration will be held in Boston, Massachusetts and the laws of the Commonwealth of Massachusetts will apply. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereto. The prevailing Party in any such action, as determined by the arbitrator in his decision, shall be entitled to receive payment for their attorney's fees and costs, including arbitrator's fees.

14. Miscellaneous.

a. Independent Contractor. Neither Dewberry nor its Consultants, nor the employees or agents of any of them, shall be deemed to be Starry employees, agents or joint venturers, it being understood that Dewberry and its Consultants are independent for all purposes and at all times, and Dewberry shall be wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them and as required by law. Dewberry further acknowledges and agrees that it retains full right of control and supervision over the performance of the Services and the full right of control over the employment, direction, means, methods, assignment, compensation and discharge of all of its employees and agents.

b. Confidentiality. Dewberry agrees, for itself and its Consultants, directors, officers, employees, representatives, and agents to maintain in confidence, the terms and provisions of this Agreement and anything related to Services to be provided hereunder, except on a need-to-know basis in connection with the performance of Services under this Agreement, and otherwise to reveal the same to other persons or entities only at the written direction of Starry or as required by Applicable Law.

c. Notice. Any notice, demand, consent, election, offer, approval, or request (collectively, a "notice") required under or provided pursuant to this Agreement must be in writing and either delivered personally, sent by a nationally-recognized overnight delivery courier, or sent by certified or registered mail, postage prepaid, return receipt requested to the address of the relevant Party specified in the first sentence of this Agreement. Notice shall be deemed given: (a) when received if delivered personally; (b) upon the business day following mailing if sent by overnight delivery courier; and (c) upon delivery if sent by certified or registered mail.

d. Entire Agreement. This Agreement contains the entire agreement of the Parties and shall not be amended or modified without specific written provision to that effect signed by both Parties. No oral statement of any person whosoever shall modify the terms of this Agreement.

e. Assignment. Dewberry may not assign this Agreement, in whole or in part without the prior written consent of Starry. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors and permitted assigns.

f. No Third-Party Beneficiaries. The Parties do not intend that any other person or entity be considered to be a third-party beneficiary to this Agreement.

g. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

h. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

i. Governing Law. It is understood and agreed that this Agreement and all of the rights and obligations of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to conflicts of law principles.

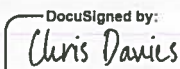
j. No Waiver. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the party against whom it is sought to enforce the waiver, amendment, or modification. Delay in the enforcement by either Party of any term or condition hereof or in the exercise of any right hereunder shall not be construed as a waiver.

k. Counterparts; Electronic Delivery. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic mail in ".pdf" form constitutes effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties so transmitted shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date last written below.

STARRY, INC.

By: 
Name: Chris Davies
Title: Treasurer
Date: April 12, 2018

DEWBERRY ENGINEERS INC.


By: 
Name: Chris Curro
Title: VICE PRESIDENT
Date: 4/17/18

Exhibit A
Form of Statement of Work

Site Address(es):	
Site Point of Contact:	
Title:	
Phone:	
Email:	
Desired Start Date:	
Desired Completion Date:	
Scope of Services:	
<ul style="list-style-type: none">• [LIST STRUCTURAL ANALYSIS AND ENGINEERING WORK]• [LIST DELIVERABLES]	
Additional Notes and Instructions:	
Supporting Documents:	
1.	Site Installation Overview – Building Attributes/Access, Roof-top Installation and Network Wiring
2.	Site Design Document – Detailed Network and Rack Layout
3.	Site QA Checklist

Starry Project Manager:

Title:
Phone:
Email:

Exhibit B
Form of Change Order

Site Address(es):	
Site Point of Contact:	
Title:	
Phone:	
Email:	
Start Date:	
Completion Date:	
Original Starry PO #:	Original Starry PO Amount (US\$):
New Starry PO#:	Additional PO Amount (US\$):
Change in Scope of Services:	
<ul style="list-style-type: none">• [LIST]	
Additional Notes and Instructions:	
Supporting Documents:	
1.	
2.	
3.	

Starry Project Manager Review:

Review Date:

Approval Date:

Approved and Accepted:

Starry, Inc.

Dewberry Engineers, Inc.

By: _____

By: _____

Name:

Name:

Title:

Title:

											Aging Date	3/8/2023			
											As of Date	3/8/2023			
			Invoice Date	Due Date/ Check Date	Original Amount	Open Amount	Current	31 - 60	61 - 90	91 - 120	121 - 180	Over 180	Status		
Client:	782178	STARRY, INC.													
Job:	50122310	BOS_STAR_WEST ROXBURY - BHA VA					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2194331	10/17/2022	11/16/2022	1,500.00	1,500.00							1,500.00	A	
Document:	CB	2197948	10/17/2022	11/16/2022	2,300.00	2,300.00							2,300.00	A	
Job Total:					3,800.00	3,800.00							3,800.00		
Job:	50122324	BOS_STAR - Lechmere (VA)					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2194334	10/17/2022	11/16/2022	3,950.00	3,950.00							3,950.00	A	
Job Total:					3,950.00	3,950.00							3,950.00		
Job:	50122325	BOS_STAR_330 Bowdoin ST					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2198157	10/20/2022	11/19/2022	1,540.00	1,540.00							1,540.00	A	
Job Total:					1,540.00	1,540.00							1,540.00		
Job:	50122326	BOS_STAR_95 Martensen St					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2194336	10/17/2022	11/16/2022	750.00	750.00							750.00	A	
Job Total:					750.00	750.00							750.00		
Job:	50122329	BOS_STAR_109 Curtis Ave					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2180869	9/15/2022	10/15/2022	650.00	650.00							650.00	A	
Document:	CB	2194337	10/17/2022	11/16/2022	750.00	750.00							750.00	A	
Document:	CB	2207473	11/15/2022	12/15/2022	3,850.00	3,850.00							3,850.00	A	
Job Total:					5,250.00	5,250.00							3,850.00	1,400.00	
Job:	50122333	BOS_STAR_MABOS0032 485 Foley S					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2180871	9/15/2022	10/15/2022	1,400.00	1,400.00							1,400.00	A	
Job Total:					1,400.00	1,400.00							1,400.00		
Job:	50122338	BOS_STAR_MABRO0012 1550 Beacon					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2184723	9/15/2022	10/15/2022	650.00	650.00							650.00	A	
Job Total:					650.00	650.00							650.00		
Job:	50122340	BOS_5 Admirals Way (VA)					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2194346	10/17/2022	11/16/2022	1,400.00	1,400.00							1,400.00	A	
Job Total:					1,400.00	1,400.00							1,400.00		
Job:	50122341	BOS_75 St. Alphonsus St (VA)					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2207482	11/15/2022	12/15/2022	3,800.00	3,800.00							3,800.00	A	
Job Total:					3,800.00	3,800.00							3,800.00		
Job:	50132925	STRY - S-NYCBRK0008-O					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2180878	9/16/2022	10/16/2022	1,500.00	1,500.00							1,500.00	A	
Document:	CB	2184776	9/19/2022	10/19/2022	2,100.00	2,100.00							2,100.00	A	
Document:	CB	2194348	10/18/2022	11/17/2022	1,350.00	1,350.00							1,350.00	A	
Job Total:					4,950.00	4,950.00							4,950.00		
Job:	50138353	STRY - S-NYCBER0034-A					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2180879	9/19/2022	10/19/2022	750.00	750.00							750.00	A	
Job Total:					750.00	750.00							750.00		
Job:	50138354	STRY - S-NYCBRK0051-A					Job Home Business Unit:	2810	Telecom/EV - 2810						
Document:	CB	2180880	9/19/2022	10/19/2022	1,400.00	1,400.00							1,400.00	A	
Job Total:					1,400.00	1,400.00							1,400.00		

										Aging Date	3/8/2023			
										As of Date	3/8/2023			
		Invoice	Due Date/			Original Amount	Open Amount	Current	31 - 60	61 - 90	91 - 120	121 - 180	Over 180	Status
		Date	Check Date											
Client:	782178	STARRY, INC.												
Job:	50138355	STRY - NYC	BRX0004-AH											
Document:	CB	2207487	11/16/2022	12/16/2022	1,400.00	1,400.00					1,400.00			A
Job Total:					1,400.00	1,400.00					1,400.00			
Job:	50138356	STRY - S-NYC	BRX0018-B											
Document:	CB	2207488	11/16/2022	12/16/2022	550.00	550.00					550.00			A
Job Total:					550.00	550.00					550.00			
Client			782178	Total:	31,590.00	31,590.00					9,600.00	21,990.00		
Grand Total					31,590.00	31,590.00					9,600.00	21,990.00		

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Invoice #: 2180869
Invoice Date: 9/15/2022
Due Date: 10/15/2022
Client #: 782178
Contract #: 50122329
Batch #: 3186171

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 8/26/2022

Job: 50122329 BOS_STAR_109 Curtis Ave
Site # PROS-BOS-0059
Contact Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Visit	650.00	100.00	650.00	.00	650.00
L002	Construction Drawings	2,500.00	.00	.00	.00	.00
L003	Structural Analysis	1,350.00	.00	.00	.00	.00
L004	Lease Exhibit	750.00	.00	.00	.00	.00
SUBTOTAL		5,250.00	12.38	650.00	.00	\$ 650.00

PO# 29653

TOTAL FOR JOB: 50122329 \$ 650.00

TOTAL INVOICE AMOUNT DUE \$ 650.00
BY 10/15/2022

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
OSCAR ANDRES SUAREZ

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Invoice #: 2180871
Invoice Date: 9/15/2022
Due Date: 10/15/2022
Client #: 782178
Contract #: 50122333
Batch #: 3186171

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 8/26/2022

Job: 50122333 BOS_STAR_MABOS0032 485 Foley S
Site Number: MABOS0032
Client Contact: Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Visit	650.00	100.00	650.00	.00	650.00
L002	Construction Drawings	2,500.00	.00	.00	.00	.00
L003	Structural Analysis	1,350.00	.00	.00	.00	.00
L004	Lease Exhibit	750.00	100.00	750.00	.00	750.00
L005	Zoning Drawings	1,750.00	.00	.00	.00	.00
SUBTOTAL		7,000.00	20.00	1,400.00	.00	\$ 1,400.00

PO# 30709

TOTAL FOR JOB: 50122333 \$ 1,400.00

TOTAL INVOICE AMOUNT DUE \$ 1,400.00
BY 10/15/2022

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

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OSCAR ANDRES SUAREZ

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INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2180878
Invoice Date: 9/16/2022
Due Date: 10/16/2022
Client #: 782178
Contract #: 50132925
Batch #: 3186660

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50124308 Starry

Work Performed Thru Period Ending 8/26/2022

Job: 50132925 STRY - S-NYCBRK0008-O

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	CDs Rev. 3	650.00	100.00	650.00	650.00	.00
L002	SA Rev. 2	850.00	100.00	850.00	850.00	.00
L003	As-Built Drawings	1,500.00	100.00	1,500.00	.00	1,500.00
L004	Structural Site Visit	750.00	.00	.00	.00	.00
L005	Structural Analysis	1,350.00	.00	.00	.00	.00
L006	Structural Analysis (New RFDS)	1,350.00	.00	.00	.00	.00
SUBTOTAL		6,450.00	46.51	3,000.00	1,500.00	\$ 1,500.00

TOTAL FOR JOB: 50132925 \$ 1,500.00

PO # 31357

TOTAL INVOICE AMOUNT DUE \$ 1,500.00
BY 10/16/2022

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
OSCAR ANDRES SUAREZ

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



STARRY™

Starry, Inc.
38 Chauncy Street
2nd Floor
Boston MA 02111
United States

Purchase Order

#PO31357
6/8/2022

Vendor Dewberry Engineers, Inc. P.O. Box 821824 Philadelphia PA 19182-1824 United States	Ship To Starry, Inc. 701 Penhorn Ave Suite 7 Secaucus NJ 07094 United States
--	---

Requester Name	Ship Via:
Akideji Akinyemi	

Qty	Item	Vendor Code	Req Receipt Date	Rate	Amount
1	Post-Lease Site Acquisition Costs S-NYCBRK0008-O. 45 Twin Pines Dr, Brooklyn, NY. As required by DOB, as built drawings will be needed to depict the existing equipment on the roof. This will be a separate submittal that will exclude the proposed conditions noted on the CDs REV4 dated 04/27/22. As built drawings will be based on photos provided by Starry on 05/16/22. Dewberry's SOW will not include the analysis, design and attachments of the existing equipment on site. Excludes site visit and structural analysis for the as-built conditions.		6/8/2022	\$1,500.00	\$1,500.00
Total					\$1,500.00

Notes To Vendor:

Net 30

Please send Invoices to invoice@starry.com
Please direct payment inquiries and any other questions to AP@starry.com



PO31357

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2180879
Invoice Date: 9/16/2022
Due Date: 10/16/2022
Client #: 782178
Contract #: 50138353
Batch #: 3186806

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50124308 Starry

Work Performed Thru Period Ending 8/26/2022

Job: 50138353 STRY - S-NYCBER0034-A

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Site Visit on 05/19/22	650.00	100.00	650.00	650.00	.00
L002	Lease Exhibit	750.00	100.00	750.00	.00	750.00
SUBTOTAL		1,400.00	100.00	1,400.00	650.00	\$ 750.00

TOTAL FOR JOB: 50138353 \$ 750.00

TOTAL INVOICE AMOUNT DUE \$ 750.00
BY 10/16/2022

PO # 31084

L002 - Line 2

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
OSCAR ANDRES SUAREZ

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



STARRY™

Starry, Inc.
38 Chauncy Street
2nd Floor
Boston MA 02111
United States

Purchase Order

#PO31084
5/26/2022

Vendor Dewberry Engineers, Inc. P.O. Box 821824 Philadelphia PA 19182-1824 United States	Ship To Starry, Inc. 701 Penhorn Ave Suite 7 Secaucus NJ 07094 United States
--	---

Requester Name

Ship Via:

Akideji Akinyemi

Qty	Item	Vendor Code	Req Receipt Date	Rate	Amount
1	Pre-Lease Site Acquisition Cost S-NYCBER0034-A-2200 N Central Rd. Design Visit		5/26/2022	\$650.00	\$650.00
1	Pre-Lease Site Acquisition Cost S-NYCBER0034-A-2200 N Central Rd. Lease Exhibit		5/26/2022	\$750.00	\$750.00
				Total	\$1,400.00

Notes To Vendor:

Net 30

Please send Invoices to invoice@starry.com

Please direct payment inquiries and any other questions to AP@starry.com



PO31084

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Invoice #: 2180880
Invoice Date: 9/16/2022
Due Date: 10/16/2022
Client #: 782178
Contract #: 50138354
Batch #: 3186806

Dewberry Project: 50124308 Starry

Work Performed Thru Period Ending 8/26/2022

Job: 50138354 STRY - S-NYCBRK0051-A

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Site Visit	650.00	100.00	650.00	.00	650.00
L002	Lease Exhibit	750.00	100.00	750.00	.00	750.00
SUBTOTAL		1,400.00	100.00	1,400.00	.00	\$ 1,400.00

TOTAL FOR JOB: 50138354 \$ 1,400.00

PO # 32957

TOTAL INVOICE AMOUNT DUE \$ **1,400.00**
BY 10/16/2022

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
OSCAR ANDRES SUAREZ

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



STARRY™

Starry, Inc.
38 Chauncy Street
2nd Floor
Boston MA 02111
United States

Purchase Order

#PO32957
8/5/2022

Vendor Dewberry Engineers, Inc. P.O. Box 821824 Philadelphia PA 19182-1824 United States	Ship To Starry, Inc. 701 Penhorn Ave Suite 7 Secaucus NJ 07094 United States
--	---

Requester Name Ship Via:

Akindeji Akinyemi

Qty	Item	Vendor Code	Req Receipt Date	Rate	Amount
1	Pre-Lease Site Acquisition Cost S-NYCBRK0051-A 9000 Shore Rd. Design Visit.		8/5/2022	\$650.00	\$650.00
1	Pre-Lease Site Acquisition Cost S-NYCBRK0051-A 9000 Shore Rd. Lease Exhibit		8/5/2022	\$750.00	\$750.00
				Total	\$1,400.00

Notes To Vendor:

Net 30

Please send Invoices to invoice@starry.com
Please direct payment inquiries and any other questions to AP@starry.com



PO32957

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Invoice #: 2184723
Invoice Date: 9/15/2022
Due Date: 10/15/2022
Client #: 782178
Contract #: 50122338
Batch #: 3186171

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 8/26/2022

Job: 50122338 BOS_STAR_MABRO0012 1550 Beacon
Site Number: MABRO0012
Client Contact: Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Visit	650.00	100.00	650.00	.00	650.00
L002	Construction Drawings	2,000.00	100.00	2,000.00	2,000.00	.00
L003	Structural Analysis	1,300.00	100.00	1,300.00	1,300.00	.00
SUBTOTAL		3,950.00	100.00	3,950.00	3,300.00	\$ 650.00

PO# 32394

TOTAL FOR JOB: 50122338 \$ 650.00

TOTAL INVOICE AMOUNT DUE \$ 650.00
BY 10/15/2022

Please Reference Invoice Number with Payment

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INVOICE



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Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2184776
Invoice Date: 9/16/2022
Due Date: 10/16/2022
Client #: 782178
Contract #: 50132925
Batch #: 3186806

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50124308 Starry

Work Performed Thru Period Ending 8/26/2022

Job: 50132925 STRY - S-NYCBRK0008-O

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	CDs Rev. 3	650.00	100.00	650.00	650.00	.00
L002	SA Rev. 2	850.00	100.00	850.00	850.00	.00
L003	As-Built Drawings	1,500.00	100.00	1,500.00	1,500.00	.00
L004	Structural Site Visit	750.00	100.00	750.00	.00	750.00
L005	Structural Analysis	1,350.00	100.00	1,350.00	.00	1,350.00
L006	Structural Analysis (New RFDS)	1,350.00	.00	.00	.00	.00
SUBTOTAL		6,450.00	79.07	5,100.00	3,000.00	\$ 2,100.00

TOTAL FOR JOB: 50132925 \$ 2,100.00

PO # 31635

TOTAL INVOICE AMOUNT DUE \$ 2,100.00
BY 10/16/2022

Please Reference Invoice Number with Payment

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STARRY™

Starry, Inc.
38 Chauncy Street
2nd Floor
Boston MA 02111
United States

Purchase Order

#PO31635
6/17/2022

Vendor Dewberry Engineers, Inc. P.O. Box 821824 Philadelphia PA 19182-1824 United States	Ship To Starry, Inc. 701 Penhorn Ave Suite 7 Secaucus NJ 07094 United States
--	---

Requester Name Ship Via:

Akindeji Akinyemi

Qty	Item	Vendor Code	Req Receipt Date	Rate	Amount
1	Post-Lease Site Acquisition Costs Structural Site Visit		6/17/2022	\$750.00	\$750.00
1	Post-Lease Site Acquisition Costs Structural Analysis (Existing Mounts) For the DOB submittal, site visit and structural analysis required for existing mounts on the existing penthouse walls on the roof level.		6/17/2022	\$1,350.00	\$1,350.00
				Total	\$2,100.00

Notes To Vendor:

Net 30

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PO31635

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2194331
Invoice Date: 10/17/2022
Due Date: 11/16/2022
Client #: 782178
Contract #: 50122310
Batch #: 3195587

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50122310 BOS_STAR_WEST ROXBURY - BHA VA
Site Number: MABOS0579
Client Contact: Kait McCormack

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Site Visit on 04/13/21	650.00	100.00	650.00	650.00	.00
L002	Construction Drawings	2,500.00	100.00	2,500.00	2,500.00	.00
L003	Structural Analysis	1,350.00	100.00	1,350.00	1,350.00	.00
L004	Add On Structural Analysis (Ca	850.00	100.00	850.00	850.00	.00
L005	Site Mtg 9/1/21 w/ Owner Rep	650.00	100.00	650.00	650.00	.00
L006	Site Mtg 9/8/21 w/ Owner Rep	550.00	100.00	550.00	550.00	.00
L007	Add on CDs (Existing Electrica	650.00	100.00	650.00	650.00	.00
L008	Photosims	1,250.00	100.00	1,250.00	1,250.00	.00
L009	Structural Analysis Revision (	900.00	100.00	900.00	900.00	.00
L010	Update Construction Drawings (	750.00	100.00	750.00	750.00	.00
L011	Construction Drawings (REV3)	1,500.00	100.00	1,500.00	.00	1,500.00
L012	Conduit Enclosure Detail	750.00	100.00	750.00	750.00	.00
L013	EE Memo	1,750.00	.00	.00	.00	.00
L014	Engineer Site Visit	550.00	.00	.00	.00	.00
SUBTOTAL		14,650.00	84.30	12,350.00	10,850.00	\$ 1,500.00

TOTAL FOR JOB: 50122310 \$ 1,500.00

TOTAL INVOICE AMOUNT DUE \$ 1,500.00
BY 11/16/2022

Please Reference Invoice Number with Payment

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INVOICE



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Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2194334
Invoice Date: 10/17/2022
Due Date: 11/16/2022
Client #: 782178
Contract #: 50122324
Batch #: 3195585

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50122324 BOS_STAR - Lechmere (VA)
Site Number: MACAM0050
Client Contact: Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Site Visit on 01/10/22	650.00	100.00	650.00	650.00	.00
L002	Zoning Drawings (REV1)	950.00	100.00	950.00	950.00	.00
L003	Photosim Revision (2nd Submitt	700.00	100.00	700.00	700.00	.00
L004	Construction Drawings (REV2)	950.00	100.00	950.00	950.00	.00
L005	Structural Analysis (3rd Submi	900.00	100.00	900.00	900.00	.00
L006	Construction Drawings (REV3)	850.00	100.00	850.00	850.00	.00
L007	Bidwalk on 04/20/22	650.00	100.00	650.00	650.00	.00
L008	ICCA	500.00	100.00	500.00	500.00	.00
L009	Antenna Upgrade Site Visit	650.00	100.00	650.00	.00	650.00
L010	Antenna Upgrade Construction D	2,000.00	100.00	2,000.00	.00	2,000.00
L011	Antenna Upgrade Structural Ana	1,300.00	100.00	1,300.00	.00	1,300.00
SUBTOTAL		10,100.00	100.00	10,100.00	6,150.00	\$ 3,950.00

TOTAL FOR JOB: 50122324 \$ 3,950.00

TOTAL INVOICE AMOUNT DUE \$ 3,950.00
BY 11/16/2022

Please Reference Invoice Number with Payment

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Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Invoice #: 2194336
Invoice Date: 10/17/2022
Due Date: 11/16/2022
Client #: 782178
Contract #: 50122326
Batch #: 3195585

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50122326 BOS_STAR_95 Martensen St
Site Number: MAQUI0026
Client Contact: Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Visit	650.00	100.00	650.00	650.00	.00
L002	Construction Drawings	2,500.00	.00	.00	.00	.00
L003	Structural Analysis	1,350.00	.00	.00	.00	.00
L004	Lease Exhibit	750.00	100.00	750.00	.00	750.00
SUBTOTAL		5,250.00	26.67	1,400.00	650.00	\$ 750.00

TOTAL FOR JOB: 50122326 \$ 750.00

TOTAL INVOICE AMOUNT DUE \$ 750.00
BY 11/16/2022

Please Reference Invoice Number with Payment

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P.O. Box 821824
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(703)849-0100 TIN: [REDACTED]

Invoice #: 2194337
Invoice Date: 10/17/2022
Due Date: 11/16/2022
Client #: 782178
Contract #: 50122329
Batch #: 3195585

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50122329 BOS_STAR_109 Curtis Ave
Site # PROS-BOS-0059
Contact Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Visit	650.00	100.00	650.00	650.00	.00
L002	Construction Drawings	2,500.00	.00	.00	.00	.00
L003	Structural Analysis	1,350.00	.00	.00	.00	.00
L004	Lease Exhibit	750.00	100.00	750.00	.00	750.00
SUBTOTAL		5,250.00	26.67	1,400.00	650.00	\$ 750.00

TOTAL FOR JOB: 50122329 \$ 750.00

TOTAL INVOICE AMOUNT DUE \$ 750.00
BY 11/16/2022

Please Reference Invoice Number with Payment

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Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Invoice #: 2194346
Invoice Date: 10/17/2022
Due Date: 11/16/2022
Client #: 782178
Contract #: 50122340
Batch #: 3195585

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50122340 BOS_5 Admirals Way (VA)
Site Number: TBD
Client Contact: Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Walk	650.00	100.00	650.00	.00	650.00
L002	Lease Exhibit	750.00	100.00	750.00	.00	750.00
SUBTOTAL		1,400.00	100.00	1,400.00	.00	\$ 1,400.00

TOTAL FOR JOB: 50122340 \$ 1,400.00

TOTAL INVOICE AMOUNT DUE \$ 1,400.00
BY 11/16/2022

Please Reference Invoice Number with Payment

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Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2194348
Invoice Date: 10/19/2022
Due Date: 11/18/2022
Client #: 782178
Contract #: 50132925
Batch #: 3196488

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50124308 Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50132925 STRY - S-NYCBRK0008-O

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	CDs Rev. 3	650.00	100.00	650.00	650.00	.00
L002	SA Rev. 2	850.00	100.00	850.00	850.00	.00
L003	As-Built Drawings	1,500.00	100.00	1,500.00	1,500.00	.00
L004	Structural Site Visit	750.00	100.00	750.00	750.00	.00
L005	Structural Analysis	1,350.00	100.00	1,350.00	1,350.00	.00
L006	Structural Analysis (New RFDS)	1,350.00	100.00	1,350.00	.00	1,350.00
SUBTOTAL		6,450.00	100.00	6,450.00	5,100.00	\$ 1,350.00

TOTAL FOR JOB: 50132925 \$ 1,350.00

PO # 33251

TOTAL INVOICE AMOUNT DUE \$ 1,350.00
BY 11/18/2022

Please Reference Invoice Number with Payment

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STARRY™

Starry, Inc.
38 Chauncy Street
2nd Floor
Boston MA 02111
United States

Purchase Order

#PO33251
8/17/2022

Vendor Dewberry Engineers, Inc. P.O. Box 821824 Philadelphia PA 19182-1824 United States	Ship To Starry, Inc. 701 Penhorn Ave Suite 7 Secaucus NJ 07094 United States
--	---

Requester Name	Ship Via:
Akindeji Akinyemi	

Qty	Item	Vendor Code	Req Receipt Date	Rate	Amount
1	Post-Lease Site Acquisition Costs Structural Analysis (New RFDS) 45 Twin Pines Dr. STAAD mount analysis for the Perfect Vision PV Ballast mount on the existing penthouse roof. It will include the overturning ballast calculations and building roof check. The Structural Analysis will be based on the RFDS provided by Starry on 07/22/22.		8/17/2022	\$1,350.00	\$1,350.00
				Total	\$1,350.00

Notes To Vendor:

Net 30

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PO33251

INVOICE



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Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2197948
Invoice Date: 10/17/2022
Due Date: 11/16/2022
Client #: 782178
Contract #: 50122310
Batch #: 3195585

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50122310 BOS_STAR_WEST ROXBURY - BHA VA
Site Number: MABOS0579
Client Contact: Kait McCormack

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Site Visit on 04/13/21	650.00	100.00	650.00	650.00	.00
L002	Construction Drawings	2,500.00	100.00	2,500.00	2,500.00	.00
L003	Structural Analysis	1,350.00	100.00	1,350.00	1,350.00	.00
L004	Add On Structural Analysis (Ca	850.00	100.00	850.00	850.00	.00
L005	Site Mtg 9/1/21 w/ Owner Rep	650.00	100.00	650.00	650.00	.00
L006	Site Mtg 9/8/21 w/ Owner Rep	550.00	100.00	550.00	550.00	.00
L007	Add on CDs (Existing Electrica	650.00	100.00	650.00	650.00	.00
L008	Photosims	1,250.00	100.00	1,250.00	1,250.00	.00
L009	Structural Analysis Revision (	900.00	100.00	900.00	900.00	.00
L010	Update Construction Drawings (	750.00	100.00	750.00	750.00	.00
L011	Construction Drawings (REV3)	1,500.00	100.00	1,500.00	1,500.00	.00
L012	Conduit Enclosure Detail	750.00	100.00	750.00	750.00	.00
L013	EE Memo	1,750.00	100.00	1,750.00	.00	1,750.00
L014	Engineer Site Visit	550.00	100.00	550.00	.00	550.00
SUBTOTAL		14,650.00	100.00	14,650.00	12,350.00	\$ 2,300.00

TOTAL FOR JOB: 50122310 \$ 2,300.00

TOTAL INVOICE AMOUNT DUE \$ 2,300.00
BY 11/16/2022

Please Reference Invoice Number with Payment

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Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Invoice #: 2198157
Invoice Date: 10/20/2022
Due Date: 11/19/2022
Client #: 782178
Contract #: 50122325
Batch #: 3198384

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 9/30/2022

Job: 50122325 BOS_STAR_330 Bowdoin ST
Site Number: MABOS1037
Client Contact: Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Visit	650.00	100.00	650.00	650.00	.00
L002	Construction Drawings	2,500.00	61.60	1,540.00	.00	1,540.00
L003	Structural Analysis	1,350.00	.00	.00	.00	.00
L004	Lease Exhibit	750.00	100.00	750.00	750.00	.00
L005	Zoning Drawings	1,750.00	.00	.00	.00	.00
SUBTOTAL		7,000.00	42.00	2,940.00	1,400.00	\$ 1,540.00

TOTAL FOR JOB: 50122325 \$ 1,540.00

TOTAL INVOICE AMOUNT DUE \$ 1,540.00
BY 11/19/2022

Please Reference Invoice Number with Payment

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Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2207473
Invoice Date: 11/15/2022
Due Date: 12/15/2022
Client #: 782178
Contract #: 50122329
Batch #: 3204531

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 10/28/2022

Job: 50122329 BOS_STAR_109 Curtis Ave
Site # PROS-BOS-0059
Contact Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	1st Site Visit	650.00	100.00	650.00	650.00	.00
L002	Construction Drawings	2,500.00	100.00	2,500.00	.00	2,500.00
L003	Structural Analysis	1,350.00	100.00	1,350.00	.00	1,350.00
L004	Lease Exhibit	750.00	100.00	750.00	750.00	.00
L005	EME Modeling Report	1,050.00	.00	.00	.00	.00
L006	SAAdd-On Corner Mount	850.00	.00	.00	.00	.00
SUBTOTAL		7,150.00	73.43	5,250.00	1,400.00	\$ 3,850.00

TOTAL FOR JOB: 50122329 \$ 3,850.00

TOTAL INVOICE AMOUNT DUE \$ 3,850.00
BY 12/15/2022

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
OSCAR ANDRES SUAREZ

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2207482
Invoice Date: 11/15/2022
Due Date: 12/15/2022
Client #: 782178
Contract #: 50122341
Batch #: 3204531

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50122290 STAR - Starry

Work Performed Thru Period Ending 10/28/2022

Job: 50122341 BOS_75 St. Alphonsus St (VA)
Site Number: MABOS0115
Client Contact: Joseph Pereira

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Site Walk	650.00	.00	.00	.00	.00
L002	Construction Drawings	2,000.00	100.00	2,000.00	.00	2,000.00
L003	Structural Analysis	1,300.00	100.00	1,300.00	.00	1,300.00
L004	Structural Add On (Pipe To Pip	500.00	100.00	500.00	.00	500.00
	SUBTOTAL	4,450.00	85.39	3,800.00	.00	\$ 3,800.00

TOTAL FOR JOB: 50122341 \$ 3,800.00

TOTAL INVOICE AMOUNT DUE \$ 3,800.00
BY 12/15/2022

Please Reference Invoice Number with Payment

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INVOICE



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P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2207487
Invoice Date: 11/16/2022
Due Date: 12/16/2022
Client #: 782178
Contract #: 50138355
Batch #: 3204898

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50124308 Starry

Work Performed Thru Period Ending 10/28/2022

Job: 50138355 STRY - NYCBRX0004-AH

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Site Visit	650.00	100.00	650.00	.00	650.00
L002	Lease Exhibit	750.00	100.00	750.00	.00	750.00
SUBTOTAL		1,400.00	100.00	1,400.00	.00	\$ 1,400.00

TOTAL FOR JOB: 50138355 \$ 1,400.00

PO # 33731

TOTAL INVOICE AMOUNT DUE \$ 1,400.00
BY 12/16/2022

Please Reference Invoice Number with Payment

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OSCAR ANDRES SUAREZ

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STARRY™

Starry, Inc.
38 Chauncy Street
2nd Floor
Boston MA 02111
United States

Purchase Order

#PO33731
9/7/2022

Vendor Dewberry Engineers, Inc. P.O. Box 821824 Philadelphia PA 19182-1824 United States	Ship To Starry, Inc. 701 Penhorn Ave Suite 7 Secaucus NJ 07094 United States
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Requester Name Ship Via:

Akindeji Akinyemi

Qty	Item	Vendor Code	Req Receipt Date	Rate	Amount
1	Pre-Lease Site Acquisition Cost S-NYCBRX0004-AH. 1164 River Ave Site Visit		9/7/2022	\$650.00	\$650.00
1	Pre-Lease Site Acquisition Cost S-NYCBRX0004-AH. 1164 River Ave Lease Exhibit.		9/7/2022	\$750.00	\$750.00
				Total	\$1,400.00

Notes To Vendor:

Net 30

Please send Invoices to invoice@starry.com
Please direct payment inquiries and any other questions to AP@starry.com



PO33731

INVOICE



Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: [REDACTED]

Invoice #: 2207488
Invoice Date: 11/16/2022
Due Date: 12/16/2022
Client #: 782178
Contract #: 50138356
Batch #: 3204898

Bill To: STARRY, INC.
CHRIS HOYDA
38 CHAUNCY STREET, 2ND FLOOR
BOSTON MA 02111

Dewberry Project: 50124308 Starry

Work Performed Thru Period Ending 10/28/2022

Job: 50138356 STRY - S-NYCBRX0018-B

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Revised Lease Exhibit	550.00	100.00	550.00	.00	550.00

TOTAL FOR JOB: 50138356 \$ 550.00

TOTAL INVOICE AMOUNT DUE \$ 550.00
BY 12/16/2022

PO # 33990

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

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OSCAR ANDRES SUAREZ

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STARRY™

Starry, Inc.
38 Chauncy Street
2nd Floor
Boston MA 02111
United States

Purchase Order

#PO33990
9/15/2022

Vendor Dewberry Engineers, Inc. P.O. Box 821824 Philadelphia PA 19182-1824 United States	Ship To Starry, Inc. 180 Maiden Lane #1003 New York NY 10038 United States
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Requester Name

Ship Via:

Benji Cooper

Qty	Item	Vendor Code	Req Receipt Date	Rate	Amount
1	Pre-Lease Site Acquisition Cost Revised Lease Exhibit		9/15/2022	\$550.00	\$550.00
				Total	\$550.00

Notes To Vendor:

Net 30

Please send Invoices to invoice@starry.com

Please direct payment inquiries and any other questions to AP@starry.com



PO33990