

Fill in this information to identify the case:

Debtor Starry Group Holdings, Inc.

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

Case number 23-10219

Official Form 410

Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

| | | |
|--|--|---|
| 1. Who is the current creditor? | <u>1200 Management LLC</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? | Where should notices to the creditor be sent? 1200 Management LLC ROMMY SHY 15760 Ventura Blvd. Suite 1920 Encino, CA 91436, United States Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | Where should payments to the creditor be sent? (if different) Contact phone <u>8182742655</u> Contact email <u>rshy.realty@gmail.com</u> |
| | Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____ | |



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

| | |
|--|--|
| 6. Do you have any number you use to identify the debtor? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __ |
| 7. How much is the claim? | \$ <u>15,395.24</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. <u>Money owed pursuant to a contract for commissions due</u> |
| 9. Is all or part of the claim secured? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable |
| 10. Is this claim based on a lease? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ |
| 11. Is this claim subject to a right of setoff? | <input checked="" type="checkbox"/> No <input type="checkbox"/> 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).

\$ 15,150

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

\$ _____

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

\$ _____

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

\$ _____

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

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

☒ No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date 04/01/2023
MM / DD / YYYY

/s/Rommy Shy
Signature

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

Name Rommy Shy
First name Middle name Last name

Title Managing Member

Company 1200 Management LLC
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: 23-10219 - Starry Group Holdings, Inc. District: District of Delaware | | |
| Creditor: 1200 Management LLC ROMMY SHY 15760 Ventura Blvd. Suite 1920 Encino, CA, 91436 United States Phone: 8182742655 Phone 2: Fax: Email: rshy.realty@gmail.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| | Has Related Claim: No Related Claim Filed By: | |
| | Filing Party: Creditor | |
| Other Names Used with Debtor: | Amends Claim: No Acquired Claim: No | |
| Basis of Claim: Money owed pursuant to a contract for commissions due | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: 15,395.24 | Includes Interest or Charges: No | |
| Has Priority Claim: Yes | Priority Under: 11 U.S.C. §507(a)(4): 15,150 | |
| 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: Rommy Shy on 01-Apr-2023 2:33:11 a.m. Eastern Time Title: Managing Member Company: 1200 Management LLC | | |

STARRY MASTER SERVICES AGREEMENT

This Starry Master Services Agreement (this “Agreement”) is entered into as of July 1, 2019 (the “Effective Date”) by and between 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 or have control over the real properties and improvements thereon as specified on Exhibit B attached hereto (each, a “Property” and collectively, the “Properties”) and desire that Starry, an Internet service provider, make its Internet services (the “Services”) available to the residents of such Properties (each, a “Resident” and collectively, the “Residents”). Each Owner shall act through 1200 Management, LLC, the authorized agent and representative for each Owner (the “Owners’ Representative”). The parties agree as follows:

1. **Services.** Owners hereby grant Starry the right to make the Services available at the Properties for purchase by Residents, provided that Starry will have no obligation to make the Services available at a Property unless and until such Property is within the geographic area that is serviceable by Starry’s then current network.
2. **Term.** This Agreement shall be effective on the Effective Date. With respect to each Property, the initial term of this Agreement will be 84 months (the “Initial Term”) from date that Starry commences installation of the System (as defined below) at such Property (the “Commencement Date”). At the end of the initial term for each Property, this Agreement shall continue in full force and effect until either Starry, on the one hand, or the Owner of such Property or the Owner’s Representative, on the other hand, gives 60 days prior written notice to the other party of its election to terminate this Agreement with respect to such Property (the initial term and any renewal period are collectively referred to herein as the “Term”).
3. **License.** The Owner of each Property grants Starry a non-exclusive license, including a right of access, to utilize sufficient space in and on the common areas of the rooftop (“Rooftop Space”); telecommunications closets; and conduits, ducts, and other pathways (collectively, “Pathways”) of such Property to install, operate, maintain, repair, and remove all or any portion of the System, including without limitation for the purpose of establishing and maintaining primary and redundant access to Starry’s wireless network for other buildings and properties in the vicinity of the Property, and to otherwise perform or exercise any of Starry’s obligations or rights under the Agreement during the Term (the “License”). For the avoidance of doubt, Starry shall only install its Rooftop Equipment (as defined below) within the common areas of the rooftop space.
4. **License Fee.** As consideration for rights granted herein, Starry will pay to Owners’ Representative, on behalf of Owners, a one-time license fee of \$7,500.00 for each of the six Properties listed on Exhibit B (each, a “License Fee,” and collectively the “License Fees”), for a collective total of \$45,000.00. The License Fees shall be paid as follows: (a) half of the License Fees (\$22,500.00 total) shall be paid within 30 days of the Effective Date of this Agreement; and (b) the remaining half of the License Fees shall be paid in equal installments of \$937.50 on or before the first day of each calendar month for a consecutive 24 months commencing on the first Commencement Date for the Properties to occur. Notwithstanding the foregoing, the License Fee attributable to each Property shall be amortized over a 84 month period on a straight-line basis beginning on the Commencement Date applicable to such Property. In the event that this Agreement is terminated as to a Property prior to the 7th annual anniversary of the Commencement Date for such Property for any reason other than a breach by Starry under Section 11(a) hereof, then the Owner of such Property shall reimburse to Starry any unamortized portion of the \$7,500.00 License Fee paid to Owner for such Property within 30 days after the effective date of termination. Owners’ Representative will receive an email invite to Bill.com to select the preferred method of payment (ACH transfer or check) and securely enter the corresponding information.
5. **The System.** The “System” consists of Rooftop Equipment and Entrance Wiring. “Rooftop Equipment” consists of any radio, microwave, and/or other transmission and reception devices, and related equipment, cabinets and support structures installed by Starry at a Property. As part of its Rooftop Equipment at a Property, Starry may install up to 3 masts at such Property, each of which requires approx. 3’ x 3’ of roof space (which must be within the common areas of the roof) and can support up to 4 Radios. “Entrance Wiring” consists of any wiring or cable, whether fiber optic, category 5 or 6, Ethernet, coaxial, or other telephone or cable wiring (collectively, “Wiring”) installed by Starry at a Property and extending from the Rooftop Equipment at such Property through the Pathways to the intermediate distribution frame (“IDF”) facilities at such Property where the System interconnects with the Inside Wiring at such Property. No person or entity other than Starry will have any ownership interest in any of the Systems, and, notwithstanding any method of affixation or any applicable law relating to fixtures, no portion of any System will be deemed a fixture of any Property.
6. **Inside Wiring.** The “Inside Wiring” at each Property consists of any Wiring extending from such Property’s IDF facilities through such Property’s Pathways to the structured wiring panel and/or wall outlet(s) within each residential unit at such Property. The Inside Wiring at each Property will be provided by and remain the property of the Owner of such Property, provided that Starry will have the non-exclusive right to access and use such Inside Wiring for the provision of the Services to Residents at the Property during the Term. Subject to the Owner’s prior approval, if Starry elects to install any Inside Wiring at a Property (the “Starry Installed Wiring”), ownership of the same will pass to the Owner of the Property when installation is complete, provided that Starry will have the exclusive right to access and use the Starry Installed Wiring at such Property during the Term.
7. **Installation, Maintenance, and Use.** Prior to commencing installation at a Property, Starry shall submit plans and specifications (“Plans”) for the System to the Owner of such Property for such Owner’s prior approval, which approval shall not be unreasonably withheld or delayed. Upon approval of the Plans, Starry shall perform all work in accordance with the approved Plans and in a proper and workmanlike manner at Starry’s sole cost and expense. Starry will repair, at its sole cost and expense, any damage caused at a Property in connection with Starry’s installation, maintenance, operation, or removal of the System at such Property. At its sole cost and expense, Starry will further maintain, repair, and replace as needed, the System at each Property and any Inside Wiring, including Starry Installed Wiring, being utilized by Starry. The installation, maintenance, and operation of the System and any Starry Installed

Wiring will comply with all applicable local, state, and federal laws, regulations, permitting, and licensing requirements, including FCC, OSHA, building code, historical, and architectural requirements. Starry shall obtain and keep current all permits, licenses, and approvals needed for the installation and operation of the System and the provision of the Services at any Properties where Starry is providing the Services. Starry, its employees, and agents may access each Property during regular business hours for the purpose of installing, maintaining, or operating the System. In an emergency, access will be granted at any time, subject to each Property's safety and security procedures. Each Owner will provide, at no charge to Starry, the electric power necessary for the operation of the System at their Property.

8. **Interference.** Starry represents and warrants that the System will not adversely affect or cause interference with any equipment, systems, or machinery of the Owner, Residents, or other licensees of a Property existing as of the date of installation of the System at such Property. If the System causes any interference with the equipment, systems, or machinery of the Owner, Residents, or other licensees of a Property existing as of the date of installation, then Owner shall give Starry notice of the same (via email is acceptable for this purpose) and Starry shall use diligent efforts to correct and eliminate the interference. If such interference cannot be eliminated within 48 hours after receipt of notice by Starry, then Starry shall discontinue use of the equipment causing such interference (except for intermittent operation for the purpose of testing following any remedial measures) and continue to use diligent efforts to correct and eliminate the interference at Starry's sole cost and expense. If such interference has not been corrected within fifteen (15) days, then either party may terminate this Agreement upon 30 days written notice to the other party. The Owner of a Property where Starry is providing Services shall not take any actions, and shall prohibit third parties from taking any actions, that could interfere with or adversely affect the System or any portion of the Inside Wiring used by Starry to provide the Services at such Property, including the installation of communications equipment that causes interference with the frequency or line of sight requirements of the System. If equipment, systems or machinery installed by the Owner of a Property or a third party causes interference with Starry's System, then Starry shall give Owner notice of the same (via email is acceptable for this purpose) and Owner shall use diligent efforts to correct or eliminate the interference or cause the third party to correct or eliminate the interference within 48 hours after receipt of notice from Starry. If such interference has not been corrected within fifteen (15) days, then either party may terminate this Agreement upon 30 days written notice to the other party.

9. **Customer Agreements.** Starry's provision of the Services to a Resident at a Property is subject to such Resident's agreement to the Starry Internet Customer Agreement, available at <https://starry.com/legal/internet-terms> (the "**Customer Agreement**"). Starry shall be responsible for all billing and collections in connection with the provision of Services to any Resident.

10. **Revenue Share Payments.** Commencing on the date that Starry first makes the Services available at a Property, Starry agrees to pay to the Owner of such Property, within 60 days following the end of each calendar quarter, a percentage of the Property Services Revenue for each month during the quarter based on the Property Services Penetration Level for such month as set forth in the table below (each, a "**Revenue Share Payment**"). The term "**Property Services Revenue**" means the monthly recurring revenue received from residential units subscribing to the Services at a Property, exclusive of any one-time charges, equipment charges, taxes, or other fees or charges passed through to any third party or imposed by any governmental authority. The term "**Property Service Penetration Level**" means the percentage derived by dividing (i) the total number of residential units subscribing to the Services at a Property as of the last day of the month by (ii) the total number of residential units at such Property. Owners' Representative or Owner will receive an email invite to Bill.com that will allow Owner to select its preferred method of payment for the Revenue Share Payments (ACH transfer or check) and securely enter the required corresponding payment information.

| Property Services Penetration Level | % of Services Revenue Paid |
|--|-----------------------------------|
| 0% to 15% | 0% |
| 15.1% to 50% | 10% |
| 50.1% to 100% | 20% |

11. **Termination.** As to each Property, this Agreement may be terminated by Starry or the Owner of such Property: (a) immediately upon written notice, by the non-breaching party in the event of a breach that the breaching party has failed to cure within 30 days of receipt of notice from the non-breaching party; (b) upon 30 days written notice, by Starry in the event that it determines in its sole discretion that any conditions at the Property, including the Inside Wiring, are inadequate to provide the Services or make providing the Services impracticable, unsafe, or cost prohibitive; (c) immediately, by Starry if any local, state, or federal license, permit or other approval required for the installation or operation of the System or the provision of the Services is withheld, revoked, or withdrawn; and (d) as otherwise provided in this Agreement. Within 90 days of termination of this Agreement with respect to a Property, Starry shall remove the System from such Property and repair any damage to the Property caused by such removal, normal wear and tear excepted. Any components of the System not removed within such 90-day period will be deemed abandoned by Starry. Following the effective date of termination, the License granted to Starry and all other rights granted to the Starry or the Owner of such Property hereunder shall immediately terminate and neither party shall have any further obligation or liability hereunder. Notwithstanding the foregoing, all terms, covenants and conditions herein which, by their terms or nature, extend beyond the termination of this Agreement, shall survive such termination until fully performed, including without limitation, all warranty, disclaimer, indemnity, confidentiality, and limitation of liability provisions.

12. **Insurance.** Starry shall keep in full force and effect the following insurance coverage: (a) Commercial General Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate; (b) an umbrella policy of not less than \$5,000,000.00 per occurrence and annual aggregate; and (c) Workers' Compensation Insurance fulfilling the applicable

statutory requirements in accordance with applicable state laws. Upon request, Starry will provide Owners with certificates of insurance evidencing such coverage and naming Owners as additional insureds as to liability insurance.

13. **Representations and Warranties.** Each party represents and warrants that: (a) it has taken all requisite action to approve the execution, delivery, and performance of this Agreement; and (b) the execution, delivery, and performance of this Agreement will not result in the breach of any agreements it has with third parties.

14. **Indemnification.** Starry agrees to indemnify, defend, and hold harmless (collectively, “indemnify” or “indemnification”) each Owner and its affiliates and their respective directors, officers, and employees from and against any and all third-party claims, demands, suits, actions, proceedings, investigations, losses, damages, liabilities, judgments, costs, and expenses (including reasonable attorneys’ fees and other expenses of litigation) that result from or arise out of (a) a breach or alleged breach by Starry of any representation, warranty, or covenant contained in this Agreement; or (b) any damage to the real or personal property of, or any personal injury to, any third party caused by Starry. Each Owner agrees to indemnify Starry and its affiliates and their respective directors, officers, and employees from and against any and all third-party claims, demands, suits, actions, proceedings, investigations, losses, damages, liabilities, judgments, costs, and expenses (including reasonable attorneys’ fees and other expenses of litigation) that result from or arise out of (a) a breach or alleged breach by such Owner of any representation, warranty, or covenant contained in this Agreement; or (b) any damage to the real or personal property of, or any personal injury to, any third party caused by such Owner. The indemnification obligations set forth in this Section are conditioned upon the party seeking indemnification giving notice of any indemnifiable claim to the indemnifying party promptly enough so as to not unduly hamper the capabilities of the indemnifying party to perform and abide by its obligations. Notwithstanding anything to the contrary herein, no party or any other person or entity shall be entitled to any form of equitable or implied indemnification from another party to this Agreement at any time. The indemnification obligations of the parties set forth in this Section shall survive the expiration or earlier termination of this Agreement.

15. **DISCLAIMERS; LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, STARRY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SYSTEM OR THE PROVISION OF SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE. STARRY, ON THE ONE HAND, AND EACH OWNER ON BEHALF OF ITSELF, ON THE OTHER HAND, AGREE THAT STARRY WILL NOT BE LIABLE TO OWNER AND THAT OWNER WILL NOT BE LIABLE TO STARRY FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, LOST REVENUES, LOST PROFITS, LOST SAVINGS, OR LOSS OF GOODWILL, EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF DAMAGES WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE.

16. **Confidentiality.** Each Owner agrees to keep the terms and conditions of the Agreement in strict confidence and will not, except by legal order or with the Starry’s prior written consent, disclose the Agreement or its terms to any third-party other than employees, agents, or representatives of such Owner who reasonably need to have access to the Agreement.

17. **Dispute Resolution.** All disputes, controversies and claims arising out of or in connection with this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Los Angeles, CA. The parties will keep confidential the existence and content of the arbitration proceedings and any rulings or award except (a) to the extent that disclosure may be required of a party to fulfill a legal duty or protect or pursue a legal right or (b) if otherwise agreed in writing by the parties. Notwithstanding anything to the contrary in this Agreement, either party may disclose matters relating to the arbitration of or the arbitration proceedings where necessary for the preparation or presentation of a claim or defense in such arbitration. The arbitrator will award its costs and expenses, including attorneys’ fees, to the prevailing party, if any, as determined by the arbitrator in its discretion. The arbitrator will render the award within 3 months of its appointment, unless the arbitrator determines that the interests of justice or the complexity of the case requires that such limit be extended.

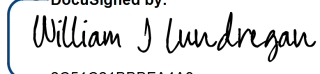
18. **Miscellaneous.** All exhibits attached hereto are incorporated herein by this reference and hereby made a part of this Agreement. Unless otherwise specified herein, all notices from either party to the other required hereunder shall be in writing and delivered to the receiving party’s address specified on the signature page to this Agreement. The validity, interpretation, and legal effect of this Agreement will be governed by and construed in accordance with the laws of State in which the Properties are located without regard to choice of law. This Agreement, including any exhibits and other attachments hereto, constitutes the entire agreement, whether written or oral, between the parties, and supersedes all previous agreements, understandings, commitments, or representations concerning the subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by both parties. In the event that one or more of the provisions of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. With respect to each Property, Starry may not assign or transfer this Agreement, by operation of law or otherwise, without the prior written consent of the Owner of such Property. Notwithstanding the foregoing, with respect to each Property, Starry may assign or transfer this Agreement, by operation of law or otherwise, without the Property Owner’s prior written consent to any entity which (a) directly or indirectly controls, is controlled by, or is under common control with Starry; (b) is the successor or surviving entity by a merger or consolidation with Starry; or (c) purchases substantially all of the stock or assets of Starry. With respect to each Property, the Owner of such Property may freely assign or transfer this Agreement, by operation of law or otherwise, without Starry’s prior written consent, provided that if such assignment or transfer is to an unaffiliated entity, the Owner must give Starry written notice of such assignment or transfer at least 15 days prior to the effective date thereof and the assignee must assume this Agreement and all of the Owner’s obligations hereunder in writing. In the event that an Owner sells or transfers a Property, Owner agrees to use commercially reasonable efforts to have the buyer or transferee assume this

Agreement, provided that if such buyer or transferee will not assume this Agreement, Owner shall be able to immediately terminate this Agreement with respect to such Property upon the sale of Owner's interest in such Property by providing written notice to Starry of the same. Any attempted assignment or sublicense by the parties in violation of the terms of this Section shall be void. This Agreement is binding upon and inures to the benefit of each Owner and Starry and their respective permitted successors and assigns.

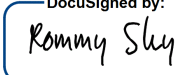
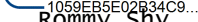
The parties have executed and delivered this Master Services Agreement as of the Effective Date.

**MAIN SB, LLC
SB MANHATTAN LLC
SHYBARY GRAND, INC.
600 TOWER, LLC
VAULT LOUNGE, LLC
6TH STREET LOFT, LLC**

STARRY, INC. DocuSigned by:

By: 
Name: William J. Lundregan
Title: Senior Vice President
Address: 38 Chauncy Street, 2nd Floor, Boston, MA 02111

By: 1200 Management, LLC as the authorized agent and representative for each Owner listed above

DocuSigned by:

By: 
Name: Rommy Shy
Title:
Address:

Manager
600 S. Spring St. #106 Los Angeles,

AUTHORIZED AGENT REPRESENTATION AND WARRANTY

1200 Management, LLC hereby represents and warrants that it: (i) is the authorized agent and representative of each entity listed on **Exhibit A** hereto (each, an "Owner" and collectively the "Owners"); (ii) has the authority to execute and deliver this MSA on behalf of each Owner 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.

1200 MANAGEMENT, LLC

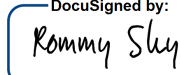
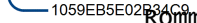
DocuSigned by:

By: 
Name: Rommy Shy
Title: Manager
Address: 600 S. Spring St. #106
Los Angeles, CA 90014

EXHIBIT A

List of Parties to the Master Services Agreement

Main SB, LLC

SB Manhattan LLC

ShyBary Grand, Inc.

600 Tower, LLC

Vault Lounge, LLC

6th Street Loft, LLC

EXHIBIT B**Properties**

| Owner Entity Name | Property Address | # Units |
|----------------------------------|--|----------------|
| Main SB, LLC | 111 W. 7 th Street, Los Angeles, CA 90014 | 225 |
| SB Manhattan LLC | 215 W. 6 th Street, Los Angeles, CA 90014 | 207 |
| ShyBary Grand, Inc. | 312 W. 5 th Street, Los Angeles, CA 90013 | 293 |
| 600 Tower, LLC | 600 S. Spring Street, Los Angeles, CA 90014 | 272 |
| Vault Lounge, LLC | 650 S. Spring Street, Los Angeles, CA 90014 | 180 |
| 6 th Street Loft, LLC | 548 S. Spring Street, Los Angeles, CA 90014 | 193 |