IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
STARRY GROUP HOLDINGS, INC., *et al.*,[1]	:	Case No. 23-10219 (KBO)
Debtors.	:	(Jointly Administered)
	:	**Re: Docket Nos. 408, 459, 463 & 478**

NOTICE OF FILING OF FOURTH PLAN SUPPLEMENT

PLEASE TAKE NOTICE that, on May 22, 2023, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed the *Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc., and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 459] (together with all exhibits and supplements thereto, and as modified or amended from time to time, the "**Plan**").[2]

PLEASE TAKE FURTHER NOTICE that, (a) on May 8, 2023, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 408] (together with all exhibits and supplements thereto, and as modified or amended from time to time, the "**First Plan Supplement**"), (b) on May 22, 2023, the Debtors filed the *Notice of Filing of Second Plan Supplement* [Docket No. 463] (together with all exhibits and supplements thereto, and as modified or amended from time to time, the "**Second Plan Supplement**"), and (c) on May 23, 2023, the Debtors filed the *Notice of Filing of Third Plan Supplement* [Docket No. 478] (together with all exhibits and supplements thereto, and as modified or amended from time to time, the "**Third Plan Supplement**")

PLEASE TAKE FURTHER NOTICE that the Debtors hereby submit this fourth Plan supplement (together with all exhibits and supplements hereto, and as modified or amended from time to time, this "**Fourth Plan Supplement**" and, together with the First Plan Supplement, the Second Plan Supplement, and the Third Plan Supplement, the "**Plan Supplement**"), consisting of the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan, and which replace and supersede all prior-filed versions of such documents to the extent applicable:

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[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are: Starry Group Holdings, Inc. (9355); Starry, Inc. (9616); Connect Everyone LLC (5896); Starry Installation Corp. (7000); Starry (MA), Inc. (2010); Starry Spectrum LLC (N/A); Testco LLC (5226); Starry Spectrum Holdings LLC (9444); Widmo Holdings LLC (9208); Vibrant Composites Inc. (8431); Starry Foreign Holdings Inc. (3025); and Starry PR Inc. (1214). The debtors' address is 38 Chauncy Street, Suite 200, Boston, Massachusetts 02111.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

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Exhibit	Plan Supplement Document
D	Exit Facility Credit Agreement
E	Restructuring Memorandum
F	New Organizational Documents
G	New Starry LLC Agreement
H	Issuance, Transfer, Exchange and Redemption Agreement

PLEASE TAKE FURTHER NOTICE that copies of the Plan and the Plan Supplement may be obtained upon request of the undersigned counsel for the Debtors at the address specified below, and are on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m. (ET). The Plan and the Plan Supplement are also available for inspection on the Bankruptcy Court's website at https://pacer.uscourts.gov, or free of charge on the website of the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC, dedicated to the Chapter 11 Cases, www.kccllc.net/starry.

PLEASE TAKE FURTHER NOTICE that subject to the terms and conditions of the Plan, the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

[*Remainder of page left intentionally blank*]

Dated: August 30, 2023
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ *Kara Hammond Coyle*

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Counsel for Debtors and Debtors in Possession

EXHIBIT D

Exit Facility Credit Agreement

CREDIT AGREEMENT

dated as of August 31, 2023,

among

Starry Group Holdings, Inc.,

as a Borrower,

the other Borrowers party hereto from time to time,

the Lenders party hereto from time to time

and

ArrowMark Agency Services LLC,
as Administrative Agent

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SCHEDULES:

EXHIBITS:

THIS **CREDIT AGREEMENT** dated as of August 31, 2023 (this "Agreement"), is made among Starry Group Holdings, Inc., a Delaware corporation (the "Company"), each Subsidiary of the Company listed as a "Borrower" on the signature pages hereto (together with the Company and each other Person that executes a joinder hereto and becomes a "Borrower" hereunder, each a "Borrower" and collectively, the "Borrowers"), the Lenders party hereto from time to time and ArrowMark Agency Services LLC, a Delaware limited liability company, as Administrative Agent.

RECITALS

WHEREAS, capitalized terms used in these recitals shall have the respective meanings set forth for such terms in Section 1.01;

WHEREAS, the Borrowers, the Administrative Agent and the lenders party thereto (the "DIP Lenders") are party to that certain Senior Secured Super-Priority Priming Term Loan Debtor-in-Possession Credit Agreement (the "DIP Credit Agreement"), dated as of February 23, 2023, pursuant to which the DIP Lenders extended to the Borrowers senior secured super-priority priming term loans in an aggregate original principal amount of $43,000,000 and Prepetition Tranche D Loans (as such term is defined in the DIP Credit Agreement) having an aggregate original principal balance of $22,200,000 were deemed "rolled-up" as term loans thereunder on a dollar-for-dollar basis (such roll-up being inclusive of certain fees capitalized on the outstanding principal balance thereof and all accrued and unpaid interest thereon);

WHEREAS, Borrowers have requested that (i) the Closing Date Lenders extend term loans to the Borrowers on the Closing Date in an aggregate principal amount of $3,000,000, (ii) the Delayed Draw Lenders commit to extend additional term loans to the Borrowers after the Closing Date and prior to the Delayed Draw Loan Commitment Termination Date in an aggregate principal amount of $8,000,000, and (iii) the DIP Loans be deemed "rolled-up" as term loans hereunder on a dollar-for-dollar basis (such roll-up inclusive of certain fees capitalized on the outstanding principal balance thereof and all accrued and unpaid interest thereon), in each case, pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, the Guarantors have agreed to guarantee the obligations of the Borrowers hereunder; and

WHEREAS, the Borrowers and the Guarantors have agreed to secure, and have secured, their respective Loan Document Obligations by granting to the Administrative Agent, for the benefit of the Lenders, a first priority Lien on substantially all of their respective assets, subject to the terms and conditions set forth in the Security Documents;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Administrative Agent" means ArrowMark Agency Services LLC, a Delaware limited liability company, in its capacity as administrative agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly Controls or is Controlled by or is under common Control with the Person specified; provided that for purposes of Section 6.09, the term "Affiliate" also means any Person that is a Governing Board member or an executive officer of the Person specified, any Person that directly or indirectly beneficially owns Equity Interests of the Person specified representing 25% or more of the aggregate ordinary voting power or the aggregate equity value represented by the issued and outstanding Equity Interests of the Person specified and any Person that would be an Affiliate of any such beneficial owner pursuant to this definition (but without giving effect to this proviso); and provided, further, that, portfolio companies of either venture capital or private equity investors holding Equity Interests of the Company as of the Closing Date shall not be deemed to be Affiliates hereunder.

"Agreement" is defined in the preamble hereto.

"AML Laws" means all laws, rules, and regulations of any jurisdiction applicable to a Loan Party or any of its Subsidiaries from time to time concerning or relating to anti-money laundering.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to a Loan Party or any of its Subsidiaries from time to time concerning or relating to bribery or corruption, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.

"Anti-Terrorism Laws" means any federal laws of the United States primarily relating to terrorism or money laundering, including but not limited to, Executive Order 13224, the USA PATRIOT Act and the regulations administered by OFAC, the Bank Secrecy Act (31 U.S.C. §§ 5311 *et seq*.), the Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 *et seq*.), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 *et seq*.), and the Trading with the Enemy Act (50 U.S.C. App. §§ 1 *et seq*.).

"Applicable Creditor" has the meaning set forth in Section 9.18(b).

"Applicable Rate" means, for any day (a) with respect to any Closing Date Loan, Delayed Draw Loan or Roll-Up Loan, 13.00% per annum, and (b) with respect to Loans of any other Class, the rate or rates per annum specified in the applicable Incremental Facility Agreement.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its activities and that is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender or (iii) an entity or an Affiliate of an entity that administers or manages a Lender.

"ArrowMark" means, collectively, each Affiliate of ArrowMark Agency Services LLC that is a Lender from time to time.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee, in the form of Exhibit A or any other form approved by the Administrative Agent, in each case with the consent of any Person whose consent is required by Section 9.04 and accepted by the Administrative Agent.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Bankruptcy Event" means, with respect to any Person, that such Person has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority; provided, however, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Birch Grove" means each Affiliate or Approved Fund of AS Birch Grove LP that is a Lender from time to time.

"Birch Grove Special Rights Termination Date" means the date on which the Persons constituting Birch Grove, collectively, hold (a) Loans outstanding and (b) undrawn Commitments, that taken together, represent less than 25% of the sum of (w) all Loans outstanding and (x) all undrawn Commitments on such date.

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States.

"Borrower" is defined in the preamble hereto.

"Borrower Representative" has the meaning set forth in Section 2.18.

"Borrowing" means Loans made to fulfill the same Borrowing Request.

"Borrowing Request" means a request by the Borrower Representative for Loans to be funded, which shall be, in the case of any such written request, in the form of Exhibit B or any other form approved by the Administrative Agent.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP; the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP, and the final maturity of such obligations shall be the date of the last payment of such amounts due under such lease (or other arrangement) prior to the first date on which such lease (or other arrangement) may be terminated by the lessee without payment of a premium or a penalty. For purposes of Section 6.02, a Capital Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

"Cash Equivalents" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, (i) the United States (or any agency thereof to the extent such obligations are backed by the full faith and credit of the United States) or (ii) any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory, having a rating of at least A-1 from S&P or at least P-1 from Moody's, in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper maturing within 270 days from the date of acquisition thereof and having, at the date of acquisition thereof, the highest credit rating obtainable from S&P or Moody's;

(c) investments in certificates of deposit, banker's acceptances and demand or time deposits, in each case maturing within 180 days from the date of acquisition thereof, issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States or any State thereof that (i) has a combined capital and surplus and undivided profits of not less than $500,000,000, (ii) is at least "adequately capitalized" (as defined in the regulations of its primary Federal banking regulator) and (iii) has Tier 1 capital (as defined in such regulations) of not less than $1,000,000,000;

(d) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (a) above and entered into with a financial institution satisfying the criteria described in clause (c) above;

(e) money market funds that (i) comply with the criteria set forth in Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; and

(f) (i) instruments equivalent to those referred to in clauses (a) through (e) above denominated in pounds sterling, Canadian dollars or Euro or any other foreign currency comparable in credit quality and tenor and customarily used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction and (ii) in the case of any Foreign Subsidiary, such local currencies in those countries in which such Foreign Subsidiary transacts business from time to time in the ordinary course of business.

"Casualty Event" means any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of a Loan Party or any of its Subsidiaries.

"CFC" means a Subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Control" means (a) the ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder), other than a Permitted Holder or group of Permitted Holders, of Equity Interests of the Company representing 50% or more on a fully diluted basis of either the aggregate ordinary voting power or the aggregate equity value represented by the issued and outstanding Equity Interests of the Company; (b) the acquisition of direct or indirect Control of the Company by any Person or group (within the foregoing meaning) other

than a Permitted Holder or group of Permitted Holders; or (c) the failure by (i) the Company to own directly or indirectly, beneficially and of record, 100% of the Equity Interests of the Loan Parties and (ii) except as otherwise expressly permitted hereunder, a Borrower to own, directly or indirectly, beneficially and of record, 100% of the Equity Interests of each of its Domestic Subsidiaries.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any rule, regulation, treaty or other law, (b) any change in any rule, regulation, treaty or other law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted, promulgated or issued.

"Chapter 11 Cases" means the jointly administered cases of the Company and its Affiliates under Chapter 11 of the Bankruptcy Code (jointly administered under Case No. 23-10219-KBO).

"Charges" has the meaning set forth in Section 9.13.

"Class" when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Closing Date Loans, Delayed Draw Loans or Incremental Loans of any Series, (b) any Commitment, refers to whether such Commitment is a Closing Date Loan Commitment, a Delayed Draw Loan Commitment or an Incremental Loan Commitment of any Series and (c) any Lender, refers to whether such Lender has a Loan or Commitment of a particular Class.

"Closing Date" means August 31, 2023.

"Closing Date Lender" means a Lender with a Closing Date Loan Commitment or an outstanding Closing Date Loan.

"Closing Date Loan" means a loan made pursuant to Section 2.01(a).

"Closing Date Loan Commitment" means, as to each Closing Date Lender, its obligation to make a Closing Date Loan to the Borrowers pursuant to Section 2.01(a) in an aggregate principal amount equal to the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Closing Date Loan Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable. The aggregate amount of the Closing Date Loan Commitments is $3,000,000.

"Cloverlay" means each Affiliate or Approved Fund of Cloverlay Partners Management Company, LLC that is a Lender from time to time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means any and all assets, whether real or personal, movable or immovable, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Secured Obligations (but excluding the Excluded Assets).

"Collateral Agreement" means the Guarantee and Collateral Agreement among the Loan Parties and the Administrative Agent, substantially in the form of Exhibit C, together with all supplements thereto.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Administrative Agent shall have received from the Loan Parties either (x) a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Person or (y) in the case of any Person that becomes a Domestic Subsidiary (other than (i) a Domestic Subsidiary that is a Foreign Holdco or that is a Subsidiary of a Foreign Subsidiary that is a CFC or (ii) any other Subsidiary with respect to which providing a Guarantee pursuant to the Collateral Agreement would result in a material adverse tax consequence as a result of the operation of Section 956 of the Code or any similar law or regulation in any applicable jurisdiction to the Company or one of its Subsidiaries (as reasonably determined in good faith by the Company in consultation with the Administrative Agent)) after the Closing Date, a supplement to the Collateral Agreement, in the form specified therein, duly executed and delivered on behalf of such Person, together with documents and opinions of the type referred to in paragraphs (b) and (c) of Section 4.01 with respect to such Subsidiary;

(b) (i) all Equity Interests of any Domestic Subsidiary (other than a Domestic Subsidiary that is a Foreign Holdco) directly owned by any Loan Party, (ii) 65% of the issued and outstanding voting Equity Interests and 100% of any issued and outstanding nonvoting Equity Interests of each Foreign Holdco or Foreign Subsidiary that is a CFC directly owned by any Loan Party, and (iii) 100% of the issued and outstanding Equity Interests of each wholly-owned Foreign Subsidiary that is not a CFC that is directly owned by any Loan Party shall have been pledged pursuant to the Collateral Agreement, and the Administrative Agent shall, to the extent required by the Collateral Agreement, have received certificates or other instruments representing all such Equity Interests, together with undated stock powers, assignment of membership interests or other instruments of transfer with respect thereto endorsed in blank;

(c) (i) all Indebtedness of a Loan Party or any of its Subsidiaries that is owing to any other Loan Party shall be evidenced by the Global Intercompany Note and (ii) the Global Intercompany Note and any existing promissory note evidencing Indebtedness of any other Person in a principal amount of $100,000 or more that is owing to any Loan Party shall have been pledged pursuant to the Guarantee and Collateral Agreement, and the Administrative Agent shall, to the extent required by the Guarantee and Collateral Agreement, have received the Global Intercompany Note and all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank;

(d) all documents and instruments, including Uniform Commercial Code financing statements, required by applicable law or reasonably requested by the Administrative Agent to be filed, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens to the extent required by, and with the priority required by, the Security Documents, shall have been filed, registered or recorded or delivered to the Administrative Agent for filing, registration or recording;

(e) the Administrative Agent shall have received (i) counterparts of a Mortgage with respect to each Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property, (ii) a policy or policies of title insurance issued by a nationally recognized title insurance company insuring the Lien of each such Mortgage as a valid and enforceable first Lien on the Mortgaged Property described therein, free of any other Liens except as permitted under Section 6.02, together with such endorsements, coinsurance and reinsurance as the Administrative

Agent may reasonably request, (iii) if any Mortgaged Property is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation H of the Board of Governors, and (iv) such surveys, abstracts, appraisals, legal opinions and other documents as the Administrative Agent may reasonably request with respect to any such Mortgage or Mortgaged Property;

(f) the Administrative Agent shall have received a counterpart, duly executed and delivered by the applicable Loan Party and the applicable depositary bank or securities intermediary, as the case may be, of a Control Agreement with respect to (i) each deposit account maintained by any Loan Party with any depositary bank (other than any Excluded Deposit Account) and (ii) each securities account maintained by any Loan Party with any securities intermediary (other than any Excluded Securities Account), and the requirements of the Collateral Agreement relating to the concentration and application of collections on accounts shall have been satisfied;

(g) each Loan Party shall have obtained all landlord, warehouseman, agent, bailee and processor acknowledgments required to be obtained by it pursuant to the Collateral Agreement and all other consents and approvals required to be obtained by it in connection with the execution and delivery of all Security Documents to which it is a party, the performance of its obligations thereunder and the granting by it of the Liens thereunder.

The foregoing definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of title insurance, legal opinions or other deliverables with respect to: (x) Excluded Assets, or (y) particular assets of the Loan Parties, or the provision of Guarantees by any Subsidiary of a Loan Party, if and for so long as the Company and the Administrative Agent reasonably agree in writing that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, legal opinions or other deliverables in respect of such assets, or providing such Guarantees (taking into account any material adverse tax consequences to the Loan Parties and their Subsidiaries), shall be excessive in view of the benefits to be obtained by the Lenders therefrom. No actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required in order to create any security interests in assets located or titled outside of the U.S. or to perfect any such security interests described above (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction). The Administrative Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Subsidiary (including extensions beyond the Closing Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Closing Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents.

"Commitment" means a Closing Date Loan Commitment, a Delayed Draw Loan Commitment, an Incremental Loan Commitment of any Series, or any combination thereof, in each case, as the context requires.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein that is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to Section 9.01.

"Communications Act" means the Communications Act of 1934, as amended, or any successor statute or statutes thereto, and all rules, regulations, written policies, orders and decisions of the FCC thereunder, in each case as from time to time in effect.

"Compliance Certificate" means a Compliance Certificate in the form of Exhibit D or any other form approved by the Administrative Agent.

"Confirmation Order" means the Findings of Fact, Conclusions of Law, and Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 487] entered in the Chapter 11 Cases.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Control" means the possession, directly or indirectly, of the power to (i) to vote 50% or more of the securities having ordinary voting power for the election of directors or managers of a Person or (ii) direct or cause the direction of the management or material strategic policies of a Person, whether through the ability to exercise voting power, by contract or through the operation of law. "Controlling" and "Controlled" have meanings correlative thereto.

"Control Agreement" means, with respect to any deposit account or securities account maintained by any Loan Party, a control agreement in form and substance reasonably satisfactory to the Administrative Agent, duly executed and delivered by such Loan Party and the depositary bank or the securities intermediary, as the case may be, with which such account is maintained.

"Credit Party" means the Administrative Agent and each Lender.

"De Facto Transfer Lease" means a lease of the FCC License (or any portion thereof) pursuant to Sections 1.9030 or 1.9035 of the FCC's rules codified at 47 C.F.R. §§ 1.9030, 1.9035.

"Default" means any event or condition that constitutes, or upon notice, lapse of time or both would, unless cured or waived, constitute, an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans or (ii) to pay to any Loan Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified any Loan Party in writing that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing indicates that such position is based on such Lender's good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit or (c) has become the subject of a Bankruptcy Event.

"Delayed Draw Lender" means a Lender with a Delayed Draw Loan Commitment or an outstanding Delayed Draw Loan.

"Delayed Draw Loan" means a loan made pursuant to Section 2.01(c).

"Delayed Draw Loan Commitment" means, as to each Lender, its obligation to make a Delayed Draw Loan to the Borrowers after the Closing Date pursuant to Section 2.01(c) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 to this Agreement under the caption "Delayed Draw Loan Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable. The aggregate amount of the Delayed Draw Loan Commitments is $8,000,000.

"Delayed Draw Loan Commitment Termination Date" shall mean the earliest of (a) the date on which the entire amount of the aggregate Delayed Draw Loan Commitments of all Delayed Draw Lenders have been drawn, (b) the date on which the aggregate Delayed Draw Loan Commitments have been terminated or reduced to zero pursuant to Section 2.05(b) and (c) February 28, 2025.

"DIP Credit Agreement" is defined in the recitals hereto.

"DIP Lenders" is defined in the recitals hereto.

"DIP Loan Documents" shall mean the "Loan Documents" under and as defined in the DIP Credit Agreement.

"DIP Loans" shall mean the "Loans" under and as defined in the DIP Credit Agreement.

"Disposition" means any sale, transfer, lease, sublease, exchange of property or other disposition of assets by any Person. "Dispose" has the meaning correlative thereto.

"Disqualified Equity Interest" means, with respect to any Person, any Equity Interest in such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition:

(a) matures or is mandatorily redeemable (other than solely for Equity Interests of such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests of such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests); or

(c) is redeemable (other than solely for Equity Interests of such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) or is required to be repurchased by a Loan Party or any of its Subsidiaries, in whole or in part, at the option of the holder thereof;

in each case, on or prior to the date 180 days after the Maturity Date (determined as of the date of issuance thereof or, in the case of any such Equity Interests outstanding on the Closing Date, the Closing Date); provided, however, that (i) an Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest upon the occurrence of an "asset sale" or a "change in control" (or similar event, however denominated) shall not constitute a Disqualified Equity Interest if any such requirement would become operative only after repayment in full in cash of all the Loans and all other Loan Document Obligations that are accrued and payable and the termination or expiration of the Commitments and (ii) an Equity Interest in any Person that is issued to any employee or to any plan for the benefit of employees or

by any such plan to such employees shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by such Person or any of its subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Disqualified Institution" means, on any date, (a) any Person designated by the Company as a "Disqualified Institution" as set forth on the DQ List and (b) any other Person that is a competitor of the Borrower or any of its Subsidiaries, which Person has been designated by the Borrower Representative as a "Disqualified Institution" by written notice to the Administrative Agent from time to time, which designation shall become effective two (2) days after delivery of each such written designation to the Administrative Agent, but which shall not apply retroactively to disqualify any Persons that have previously acquired an assignment or participation interest in a Loan and (c) in the case of clauses (a) and (b), any of their Affiliates that are clearly identifiable as such on the basis that such Affiliate's name includes the name of the specified bank, financial institution, institutional lender, related fund or competitor (excluding any bona fide debt investment fund that is not a Disqualified Institution pursuant to clause (a) or (b) and which constitutes an Affiliate of a Person described in clause (b)); provided that "Disqualified Institutions" shall exclude any Person that the Borrower Representative has designated as no longer being a "Disqualified Institution" by written notice delivered to the Administrative Agent from time to time. The DQ List shall be available for inspection upon request by any Lender.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States, any State thereof or the District of Columbia.

"DQ List" means the list of Disqualified Institutions provided by the Borrower Representative to the Administrative Agent on or prior to the Closing Date, as set forth on Schedule 1.00, and any updates thereto from time to time in accordance with the terms hereof.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, a natural person or a Loan Party or any of its Subsidiaries or any other Affiliate of a Loan Party or any of its Subsidiaries, or any Person owning or controlling any trade debt or Indebtedness of any Loan Party or any of its Subsidiaries other than the Loan Document Obligations; provided that, notwithstanding the foregoing, each of ArrowMark, Birch Grove, Cloverlay and any of their respective Affiliates and Approved Funds shall be deemed to be an Eligible Assignee. For the avoidance of doubt, any Disqualified Institution is subject to Section 9.04(f).

"Environmental Laws" means all applicable rules, regulations, codes, ordinances, judgments, orders, decrees, directives and other laws, and all injunctions or binding agreements, issued, promulgated or entered into by or with any Governmental Authority and relating in any way to the environment, to preservation or reclamation of natural resources, or to related health or safety matters.

"Environmental Liability" means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties and indemnities), directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the presence, Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means (a) shares of capital stock, partnership interests, limited liability company or membership interests, beneficial interests or other ownership interests, whether voting or nonvoting, in, or interests in the income or profits of, a Person, (b) securities convertible into or exercisable or exchangeable for the interests described in clause (a) (including any warrants, options, convertible securities

or debt) or for the aforementioned securities, or (c) any other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with a Loan Party or any of its Subsidiaries, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or 414(o) of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) any failure by any Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, in each case whether or not waived, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA, of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a determination that any Plan is, or is expected to be, in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (e) the incurrence by a Loan Party or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan, (f) the receipt by a Loan Party or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (g) the incurrence by a Loan Party or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan, or (h) the receipt by a Loan Party or any of its ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from a Loan Party or any of its ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA or in endangered or critical status, within the meaning of Section 305 of ERISA.

"Events of Default" has the meaning set forth in Article VII.

"Exchange Act" means the United States Securities Exchange Act of 1934.

"Excluded Assets" has the meaning assigned to such term in the Collateral Agreement.

"Excluded Deposit Accounts" means (a) any deposit account the funds in which are used solely for the payment of salaries and wages, workers' compensation and similar expenses (including payroll taxes) in the ordinary course of business, (b) any deposit account that is a zero-balance disbursement account, (c) any deposit account the funds in which consist solely of (i) funds held by a Loan Party or any of its Subsidiaries in trust for any employee benefit plan maintained by a Loan Party or any of its Subsidiaries or (ii) funds representing deferred compensation for the Governing Board members and employees of a Loan Party or any of its Subsidiaries except for amounts in excess of 10% of all compensation payable to such individuals, (d) any deposit account the funds in which consist solely of cash earnest money deposits or funds deposited under escrow or similar arrangements in connection with any letter of intent or purchase agreement for any transaction permitted hereunder, (e) deposit accounts the daily balance with respect to which all such deposit accounts in the aggregate does not at any time exceed $200,000 or the U.S. Dollar equivalent thereof, (f) deposit accounts established in respect of letters of credit issued to a landlord of a Loan Party as security for the security deposit obligations of such Loan Party so long as the funds in any such deposit account do not exceed 110% of the aggregate face amounts of the letters of credit to which such deposit account relates, and (g) deposit accounts established in respect of employee business credit card programs as security for the obligations of a Loan Party thereunder so long as the funds in all such

deposit accounts in the aggregate does not at any time exceed $200,000 or the U.S. Dollar equivalent thereof.

"Excluded Securities Accounts" means any securities account the securities entitlements in which consist solely of (a) securities entitlements held by a Loan Party or any of its Subsidiaries in trust for any employee benefit plan maintained by a Loan Party or any of its Subsidiaries or (b) securities entitlements representing deferred compensation for the Governing Board members and employees of a Loan Party or any of its Subsidiaries except for amounts in excess of 10% of all compensation payable to such individuals.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the applicable Commitment or, with respect to any applicable Loan that such Lender did not acquire pursuant to a prior Commitment, the date on which such Lender acquires the applicable interest in such Loan (other than pursuant to an assignment request by the Borrower Representative under Section 2.16(b)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.14, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in such Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.14(f) or (g) and (d) any U.S. Federal withholding Taxes imposed under FATCA.

"Extraordinary Receipt" means any cash received by or paid to or for the account of any Person not in the ordinary course of business, including tax refunds, pension plan reversions, proceeds of insurance, settlements or judgments, indemnity payments and purchase price adjustments; provided that (a) any such cash received as a result of a Casualty Event shall not be considered an "Extraordinary Receipt" and (b) in no event shall the proceeds received by the Company from the sale of shares of its capital stock or from the contribution of capital by its parent constitute an "Extraordinary Receipt."

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations thereunder or official interpretations thereof, any agreements entered into pursuant to current Section 1471(b)(1) of the Code (or any amended or successor version described above) and any intergovernmental agreement (and related legislation or official guidance) implementing the foregoing.

"FCC" means the Federal Communications Commission or any successor federal governmental agency performing functions similar to those performed on the Closing Date by the Federal Communications Commission.

"FCC Licenses" means all licenses and authorizations to use electromagnetic spectrum issued by the FCC pursuant to its authority granted under the Communications Act.

"FCC Rules" means the rules, regulations and published and promulgated policy statements of the FCC, including any of the foregoing that may be contained in a letter ruling issued by any Bureau of the FCC, as in effect from time to time.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letters" means fee letter agreements entered into between the Company and the Administrative Agent from time to time in connection with the credit facilities made available under this Agreement.

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting or finance officer, treasurer or controller of such Person.

"Foreign Holdco" means any Domestic Subsidiary that owns (directly or through one or more disregarded entities) no material assets other than the Equity Interests (including, for this purpose, any other instrument treated as equity for U.S. federal income tax purposes) of one or more CFCs and/or Foreign Holdcos.

"Foreign Lender" means a Lender, that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary of the Company which is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States, applied in accordance with the consistency requirements thereof.

"Global Intercompany Note" means the Global Intercompany Note substantially in the form of Exhibit E or any other form approved by the Administrative Agent and the Borrower Representative.

"Governing Board" means, with respect to any Person, the board of directors or board of managers (or similar governing body) of such Person.

"Governmental Approvals" means all authorizations, consents, approvals, permits, licenses and exemptions of, registrations and filings with, and reports to, Governmental Authorities.

"Governmental Authority" means the government of the United States or any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national body exercising such powers or functions).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other

obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount, as of any date of determination, of any Guarantee shall be the principal amount outstanding on such date of the Indebtedness or other obligation guaranteed thereby (or, in the case of (i) any Guarantee the terms of which limit the monetary exposure of the guarantor or (ii) any Guarantee of an obligation that does not have a principal amount, the maximum monetary exposure as of such date of the guarantor under such Guarantee (as determined, in the case of clause (i), pursuant to such terms or, in the case of clause (ii), reasonably and in good faith by a Financial Officer of the Company)).

"Guarantor" means (a) each Borrower, with respect to each other Borrower, (b) each Domestic Subsidiary of a Borrower (other than (i) a Domestic Subsidiary that is a Foreign Holdco or that is a Subsidiary of a Foreign Subsidiary that is a CFC or (ii) any other Subsidiary with respect to which providing a Guarantee pursuant to the Collateral Agreement would result in a material adverse tax consequence as a result of the operation of Section 956 of the Code or any similar law or regulation in any applicable jurisdiction to the Company or one of its Subsidiaries (as reasonably determined in good faith by the Company in consultation with the Administrative Agent)), and (c) each other Person which guarantees, pursuant to Section 5.03 or otherwise, all or any part of the Loan Document Obligations.

"Hazardous Materials" means all explosive, radioactive, hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any agreement with respect to any swap, forward, future or derivative transaction, or any option or similar agreement, involving, or settled by reference to, one or more rates, currencies, commodities, prices of equity or debt securities or instruments, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or any similar transaction or combination of the foregoing transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former Governing Board members, officers, employees or consultants of a Loan Party or any of its Subsidiaries shall be a Hedging Agreement.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Incremental Amount" means, as of any date of determination, an amount not in excess of $10,000,000 minus the sum of (i) the aggregate amount of unfunded Incremental Loan Commitments in effect on such date and (ii) the aggregate original principal amount of all Incremental Loans funded as of such date (for the avoidance of doubt, without duplication of the Incremental Loan Commitments referenced in clause (i) above).

"Incremental Facility Agreement" means an Incremental Facility Agreement, in form and substance reasonably satisfactory to the Administrative Agent and the Borrower Representative, among the Borrowers, the Administrative Agent and one or more Incremental Lenders, establishing Incremental Loan Commitments of any Series and effecting such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.19.

"Incremental Lender" means a Lender with an Incremental Loan Commitment or an outstanding Incremental Loan.

"Incremental Loan" means a loan made pursuant to Section 2.19(a).

"Incremental Loan Commitment" means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant an Incremental Facility Agreement and Section 2.19, to make Incremental Loans of any Series hereunder, expressed as an amount representing the maximum principal amount of the Incremental Loans of such Series to be made by such Lender.

"Incremental Maturity Date" means, with respect to Incremental Loans of any Series, the scheduled date on which such Incremental Loans shall become due and payable in full hereunder, as specified in the applicable Incremental Facility Agreement.

"Incremental Request" has the meaning set forth in Section 2.19(a).

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding trade accounts payable incurred in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services (including (i) obligations under any purchase price adjustment and (ii) to the extent stated as a liability on the balance sheet of the acquiring Person in accordance with GAAP, earn-out or similar payments, but excluding (x) current accounts payable incurred in the ordinary course of business and (y) deferred compensation payable to Governing Board members, officers or employees of a Loan Party or any of its Subsidiaries), (e) all Capital Lease Obligations of such Person, (f) the maximum aggregate amount of all letters of credit and letters of guaranty in respect of which such Person is an account party, (g) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (h) all Disqualified Equity Interests of such Person, (i) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person and (j) all Guarantees by such Person of Indebtedness of others. The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.03(b).

"Initial Maturity Date" means August 31, 2028.

"Initial Subscribing Lender" has the meaning set forth in Section 2.19(a).

"Intellectual Property" has the meaning set forth in the Collateral Agreement.

"Interest Payment Date" means the last Business Day of each calendar quarter of the Borrower, the date of any prepayment (solely with respect to the Loans prepaid on such date) and the applicable Maturity Date with respect to a Loan.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities (including any option, warrant or other right to acquire any of the foregoing and any investment

in the form of transfer of property for consideration that is less than the fair value thereof (as determined reasonably by a Financial Officer of the Company)) of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs Indebtedness of the type referred to in clause (j) of the definition of "Indebtedness" in respect of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. The amount, as of any date of determination, of (i) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (ii) any Investment in the form of a Guarantee shall be determined in accordance with the definition of the term "Guarantee," (iii) any Investment in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any Person shall be the fair value (as determined reasonably and in good faith by a Financial Officer of the Company) of the consideration therefor (including any Indebtedness assumed in connection therewith), plus the fair value (as so determined) of all additions, as of such date of determination, thereto, and minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a repayment of principal or a return of capital, as the case may be, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such Investment, (iv) any Investment (other than any Investment referred to in clause (i), (ii) or (iii) above) in the form of a transfer of Equity Interests or other property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the fair value (as determined reasonably and in good faith by a Financial Officer of the Company) of such Equity Interests or other property as of the time of such transfer (less, in the case of any investment in the form of transfer of property for consideration that is less than the fair value thereof, the fair value (as so determined) of such consideration as of the time of the transfer), minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a return of capital, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such transfer, and (v) any Investment (other than any Investment referred to in clause (i), (ii), (iii) or (iv) above) in any Person resulting from the issuance by such Person of its Equity Interests to the investor shall be the fair value (as determined reasonably and in good faith by a Financial Officer of the Company) of such Equity Interests at the time of the issuance thereof.

"IP Security Agreements" has the meaning set forth in the Collateral Agreement.

"IRS" means the United States Internal Revenue Service.

"Judgment Currency" has the meaning set forth in Section 9.18(b).

"Lender" means each Person listed on Schedule 2.01 (on file with the Administrative Agent with a copy thereof provided to the Borrowers) and any other Person that becomes a party hereto pursuant to an Assignment and Assumption, in each case, that has a Commitment or an outstanding Loan, other than any such Person that has ceased to be a party hereto pursuant to an Assignment and Assumption.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or other encumbrance on, in or of such asset, including any agreement to provide any of the foregoing and any arrangement entered into for the purpose of making particular assets available to satisfy any Indebtedness or other obligation, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the

same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Loan" means a Closing Date Loan, a Roll-Up Loan, a Delayed Draw Loan (if any), and/or an Incremental Loan (if any), in each case as the context requires.

"Loan Document Obligations" has the meaning set forth in the Collateral Agreement.

"Loan Documents" means this Agreement, the Fee Letters, the Incremental Facility Agreements, the Collateral Agreement, the other Security Documents, any other Guarantee of all or a portion of the Loan Document Obligations, Hedging Agreements to which the Administrative Agent or a Lender is a party and, except for purposes of Section 9.02, any promissory notes delivered pursuant to Section 2.06(c).

"Loan Parties" means the Borrowers and each other Guarantor.

"Material Adverse Effect" means an event or condition that has had, or would reasonably be expected to have, a material adverse effect on (a) the business, assets, liabilities, operations or condition (financial or otherwise) of the Loan Parties and their Subsidiaries, taken as a whole, (b) the ability of the Loan Parties to perform their obligations under the Loan Documents, (c) the legality, validity, binding effect, or enforceability against a Loan Party of any of the Loan Documents to which it is a party, (d) the Collateral or the validity, perfection or priority of the Administrative Agent's Liens on the Collateral or (e) the rights of or benefits available to the Lenders under any Loan Document. In determining whether any individual event or condition of the foregoing types constitutes a Material Adverse Effect, notwithstanding that a particular event or condition is not itself such an effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event or condition and all other events and conditions of the foregoing types which have occurred, in the aggregate, is a Material Adverse Effect.

"Material Contract" means (a) any contract or other arrangement to which a Loan Party or any of its Subsidiaries is a party (other than the Loan Documents) for which breach, non-performance, cancellation or failure to renew would reasonably be expected to have a Material Adverse Effect, (b) any license of Material Intellectual Property and (c) any contract or agreement to which a Loan Party or any of their Subsidiaries is a party (including, without limitation, any agreement or instrument evidencing or governing Indebtedness) requiring aggregate consideration payable to or by a Loan Party or such Subsidiary of $2,500,000 or more in any fiscal year (other than (i) purchase orders in the ordinary course of the business of a Loan Party or any of their Subsidiaries and (ii) contracts that by their terms may be terminated by a Loan Party or any of their Subsidiaries in the ordinary course of its business upon less than 90 days' notice without penalty or premium).

"Material FCC Licenses" has the meaning set forth in Section 3.19(a).

"Material Indebtedness" means Indebtedness (other than the Loans and Guarantees under the Loan Documents), or obligations in respect of one or more Hedging Agreements, of any a Loan Party or any of its Subsidiaries in an aggregate principal amount of $500,000 or more. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of a Loan Party or any of its Subsidiaries in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Loan Party or such Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

"Material Intellectual Property" means the Intellectual Property set forth on Schedule 1.01 and any other Intellectual Property the loss of which would reasonably be expected to result in a Material Adverse Effect; provided, that Material Intellectual Property shall not include any Intellectual Property that could

be replaced by any Loan Party (or any Subsidiary thereof) by acquiring or licensing substitute Intellectual Property on commercially reasonable terms.

"Maturity Date" means the Initial Maturity Date or the Incremental Term Maturity Date, as the context requires.

"Maximum Rate" has the meaning set forth in Section 9.13.

"MNPI" means material information concerning a Loan Party or any of its Subsidiaries or any Affiliate of any of the foregoing or their respective securities that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD. For purposes of this definition, "material information" means information concerning a Loan Party or any of its Subsidiaries or any Affiliate of any of the foregoing, or any of their respective securities, that would reasonably be expected to be material for purposes of the United States federal and state securities laws and, where applicable, foreign securities laws.

"Moody's" means Moody's Investors Service, Inc., and any successor to its rating agency business.

"Mortgage" means a mortgage, deed of trust, assignment of leases and rents or other security document granting a Lien on any Mortgaged Property to secure the Secured Obligations. Each Mortgage shall be in form and substance reasonably satisfactory to the Administrative Agent.

"Mortgaged Property" means each parcel of real property owned in fee by a Loan Party, and the improvements thereto, that (together with such improvements) has a book or fair value of $500,000 or more.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Proceeds" means, with respect to any event, (a) the cash (which term, for purposes of this definition, shall include Cash Equivalents) proceeds (including, in the case of any casualty, condemnation or similar proceeding, insurance, condemnation or similar proceeds) received in respect of such event, including any cash received in respect of any non-cash proceeds, but only as and when received, net of (b) the sum, without duplication, of (i) all fees and out-of-pocket expenses actually paid in connection with such event by a Loan Party or any of its Subsidiaries to Persons that are not Affiliates of a Loan Party or any of its Subsidiaries, (ii) in the case of a Disposition (including pursuant to a Sale/Leaseback Transaction or a casualty or a condemnation or similar proceeding) of an asset, the amount of all payments required to be made by a Loan Party or any of its Subsidiaries as a result of such event to repay Indebtedness (other than Indebtedness under the Loan Documents) secured by such asset and (iii) the amount of all taxes paid (or reasonably estimated to be payable) by a Loan Party or any of its Subsidiaries, or direct or indirect holders of Equity Interests of the Company, and the amount of any reserves established by a Loan Party or any of its Subsidiaries in accordance with GAAP to fund purchase price adjustment, indemnification and similar contingent liabilities (other than any earn-out obligations) reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to the occurrence of such event (as determined reasonably and in good faith by a Financial Officer of the Company). For purposes of this definition, in the event any contingent liability reserve established with respect to any event as described in clause (b)(iii) above shall be reduced, the amount of such reduction shall, except to the extent such reduction is made as a result of a payment having been made in respect of the contingent liabilities with respect to which such reserve has been established, be deemed to be receipt, on the date of such reduction, of cash proceeds in respect of such event.

"OFAC" means the United States Treasury Department Office of Foreign Assets Control.

"Offer Period" has the meaning set forth in Section 2.19(a).

"Organizational Documents" means (a) for any corporation, the certificate or articles of incorporation, the bylaws, any certificate of determination or instrument relating to the rights of preferred shareholders of such corporation, and any shareholder rights agreement, (b) for any partnership, the partnership agreement and, if applicable, certificate of limited partnership, (c) for any limited liability company, the operating or limited liability company agreement and articles or certificate of formation or (d) any other document setting forth the manner of election or duties of the officers, directors, managers or other similar persons, or the designation, amount or relative rights, limitations and preference of the Equity Interests of a Person.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.16).

"Parent" means New Starry Holdings LLC, a Delaware limited liability company.

"Participant Register" has the meaning set forth in Section 9.04(c)(ii).

"Participants" has the meaning set forth in Section 9.04(c)(i).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Perfection Certificate" means a certificate in the form of Exhibit F or any other form approved by the Administrative Agent.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.06;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law (other than any Lien imposed pursuant to Section 430(k) of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 90 days or are being contested in compliance with Section 5.06;

(c) pledges and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other forms of governmental insurance or benefits and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of a Loan Party or any of its Subsidiaries in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(d) pledges and deposits made (i) to secure the performance of bids, trade contracts (other than for payment of Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of a Loan Party or any of its Subsidiaries in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(e) judgment liens in respect of judgments (other than for the payment of taxes, assessments or other governmental charges) that do not constitute an Event of Default under clause (k) of Article VII;

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of a Loan Party or any of its Subsidiaries;

(g) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions and securities accounts and other financial assets maintained with a securities intermediary; provided that such deposit accounts or funds and securities accounts or other financial assets are not established or deposited for the purpose of providing collateral for any Indebtedness and are not subject to restrictions on access by a Loan Party or any of its Subsidiaries in excess of those required by applicable banking regulations;

(h) Liens arising by virtue of Uniform Commercial Code financing statement filings (or similar filings under applicable law) regarding operating leases entered into by a Loan Party or any of its Subsidiaries in the ordinary course of business;

(i) Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property subject to any lease (other than Capital Lease Obligations), license or sublicense or concession agreement permitted by this Agreement;

(j) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; and

(k) Liens that are contractual rights of set-off;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness, other than Liens referred to clauses (c) and (d) above securing letters of credit, bank guarantees or similar instruments.

"Permitted Holders" means AS Birch Grove LP, ArrowMark Partners and Cloverlay Partners Management Company, LLC together with their respective Affiliates and Approved Funds, but excluding, however, (x) the Company or any of its Subsidiaries and (y) any portfolio company of any of the foregoing and any Person Controlled by any such portfolio company.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee pension benefit plan," as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the

Code or Section 302 of ERISA, and in respect of which a Loan Party or any of its ERISA Affiliates is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan of Reorganization" means the Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 459], together with all exhibits and supplements thereto, and as modified or amended from time to time, filed in the Chapter 11 Cases.

"Prepayment Event" means:

(a) any Disposition (including by way of merger, consolidation or amalgamation), or an exclusive license, of any asset of a Loan Party or any of its Subsidiaries, including any sale or issuance to a Person other than a Loan Party or any of its Subsidiaries of Equity Interests of any Subsidiary, other than (i) Dispositions described in clauses (a) through (f) of Section 6.05 and (ii) other Dispositions resulting in aggregate Net Proceeds not exceeding $500,000 during any fiscal year of the Company;

(b) any Casualty Event resulting in aggregate Net Proceeds of $500,000 or more;

(c) any Extraordinary Receipt resulting in aggregate Net Proceeds of $500,000 or more; or

(d) the incurrence by the Borrowers or any other Subsidiary of any Indebtedness, other than any Indebtedness permitted to be incurred by Section 6.01.

"Pro Rata Share" means, with respect to each Lender, at the time of determination, (i) the sum of (A) the aggregate outstanding principal balance of all Loans held by such Lender and (B) the aggregate amount of all undrawn Delated Draw Loan Commitments of such Lender, divided by (ii) the aggregate outstanding principal balance of all Loans plus the aggregate amount of all undrawn Delayed Draw Loan Commitments.

"Public Information" means any information that (a) has been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD and (b) does not constitute material information concerning a Loan Party or any of its Subsidiaries.

"Recipient" means the Administrative Agent or any Lender, or any combination thereof (as the context requires).

"Rectified" means, with respect to any Default or Event of Default, a change in condition or the taking of an action by a Loan Party such that, if such condition had existed or such action been taken prior to such Event of Default, such Event of Default would not have occurred.

"Refinancing Indebtedness" means, in respect of any Indebtedness (the "Original Indebtedness"), any Indebtedness that extends, renews or refinances such Original Indebtedness (or any Refinancing Indebtedness in respect thereof); provided that (a) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount of such Original Indebtedness except by an amount no greater than accrued and unpaid interest with respect to such Original Indebtedness and any reasonable fees, premium and expenses relating to such extension, renewal or refinancing; (b) the stated final maturity of such Refinancing Indebtedness shall not be earlier than that of such Original Indebtedness, and such stated final maturity shall not be subject to any conditions that could result in such stated final maturity occurring on a

date that precedes the stated final maturity of such Original Indebtedness; (c) such Refinancing Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Original Indebtedness) prior to the earlier of (i) the maturity of such Original Indebtedness and (ii) the date 180 days after the Maturity Date, provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated) of such Refinancing Indebtedness shall be permitted so long as the weighted average life to maturity of such Refinancing Indebtedness shall be longer than the shorter of (x) the weighted average life to maturity of such Original Indebtedness remaining as of the date of such extension, renewal or refinancing and (y) the weighted average life to maturity of the Loans remaining as of the date of such extension, renewal or refinancing; (d) such Refinancing Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of any Loan Party or any of its Subsidiaries that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become pursuant to the terms of the Original Indebtedness) an obligor in respect of such Original Indebtedness, and shall not constitute an obligation of a Loan Party if such Loan Party shall not have been an obligor in respect of such Original Indebtedness, and, in each case, shall constitute an obligation of such Loan Party only to the extent of its obligations in respect of such Original Indebtedness; (e) if such Original Indebtedness shall have been subordinated to the Loan Document Obligations, such Refinancing Indebtedness shall also be subordinated to the Loan Document Obligations on terms not less favorable in any material respect to the Lenders; and (f) such Refinancing Indebtedness shall not be secured by any Lien on any asset other than the assets that secured such Original Indebtedness (or would have been required to secure such Original Indebtedness pursuant to the terms thereof) or, in the event Liens securing such Original Indebtedness shall have been contractually subordinated to any Lien securing the Loan Document Obligations, by any Lien that shall not have been contractually subordinated to at least the same extent.

"Register" has the meaning set forth in Section 9.04(b)(iv).

"Regulation D" means Regulation D of the Board of Governors, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation FD" means Regulation FD as promulgated by the U.S. Securities and Exchange Commission under the Securities Act and Exchange Act as in effect from time to time.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the Governing Board members, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and of such Person's Affiliates.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure, facility or fixture.

"Remaining Incremental Amount" has the meaning assigned to it in Section 2.19(a).

"Remaining Subscribing Lender" has the meaning set forth in Section 2.19(a).

"Requested Incremental Amount" has the meaning assigned to it in Section 2.19(a).

"Required Delayed Draw Lenders" means, at any time, Delayed Draw Lenders having (a) Delayed Draw Loans outstanding and (b) undrawn Delayed Draw Loan Commitments, that taken together, represent

more than 50% of the sum of (w) all Delayed Draw Loans outstanding and (x) all undrawn Delayed Draw Loan Commitments at such time; provided, however, that any matter requiring the consent of the Required Delayed Draw Lenders shall, at any time when there exists two or more Delayed Draw Lenders that are not Affiliates of each other, require the consent of at least two Delayed Draw Lenders that are not Affiliates of each other. The Delayed Draw Loans and undrawn Delayed Draw Loan Commitments of any Defaulting Lender shall be disregarded in determining Required Delayed Draw Lenders at any time.

"Required Lenders" means, at any time, Lenders having (a) Loans outstanding and (b) undrawn Commitments, that taken together, represent more than 50% of the sum of (w) all Loans outstanding and (x) all undrawn Commitments at such time; provided, however, that any matter requiring the consent of the Required Lenders shall, at any time when there exists two or more Lenders that are not Affiliates of each other, require the consent of at least two Lenders that are not Affiliates of each other. The Loans and undrawn Commitments of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Responsible Officer" means, with respect to any Person, any Governing Board member, chief executive officer, president, executive vice president, chief financial officer, principal accounting or finance officer, vice president, treasurer or controller of such Person.

"Restricted Payment" means (a) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests of a Loan Party or any of its Subsidiaries, or any payment or distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, exchange, conversion, cancelation or termination of, or any other return of capital with respect to, any Equity Interests of a Loan Party or any of its Subsidiaries and (b) any management, monitoring, transaction, advisory or similar fees payable to Affiliates of a Loan Party.

"Roll-Up" means the "roll up" of the DIP Loans into Roll-Up Loans pursuant to the terms of this Agreement.

"Roll-Up Lender" means any Lender holding Roll-Up Loans.

"Roll-Up Loans" has the meaning set forth in Section 2.01(b).

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Financial, Inc., and any successor to its rating agency business.

"Sale/Leaseback Transaction" means an arrangement relating to property owned by a Loan Party or any of its Subsidiaries whereby such Loan Party or Subsidiary sells or transfers such property to any Person and a Loan Party or any of its Subsidiaries leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates.

"Sanctioned Country" means, at any time, a country or territory which is, or whose government is, the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, any Person who is the target of any Sanctions, including (a) any Person listed on the SDN List or any other Sanctions-related list of designated Persons maintained by the United States (including by OFAC, the U.S. Department of State, or the U.S. Department of Commerce), the United Nations Security Council, the European Union or any of its member states, His Majesty's Treasury, Switzerland, Canada or any other relevant authority, (b) any Person located, organized

or resident in, or any governmental entity or governmental instrumentality of, a Sanctioned Country or (c) any Person 25% or more directly or indirectly owned by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) hereof.

"Sanctions" means economic or financial sanctions or trade embargoes or restrictive measures enacted, imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC, the U.S. Department of State, or the U.S. Department of Commerce, (b) the United Nations Security Council, (c) the European Union or any of its member states, (d) His Majesty's Treasury, (e) Switzerland, (f) Canada or (g) any other relevant authority.

"SDN List" means OFAC's List of Specially Designated Nationals & Blocked Persons.

"SEC" means the United States Securities and Exchange Commission.

"Secured Obligations" has the meaning set forth in the Collateral Agreement.

"Secured Parties" has the meaning set forth in the Collateral Agreement.

"Securities Act" means the United States Securities Act of 1933.

"Security Documents" means the Collateral Agreement, the IP Security Agreements, the Mortgages, the Control Agreements and each other security agreement or other instrument or document executed and delivered pursuant to Section 5.03 or 5.12 to secure the Secured Obligations.

"Series" refers to Incremental Loan Commitments (and any Incremental Loans thereunder) established pursuant to an Incremental Facility Agreement that have identical terms and conditions.

"Solvent" means, with respect to any Person, that (a) the fair value of the assets of such Person exceeds the debts and liabilities, subordinated, contingent or otherwise, of such Person, (b) the present fair saleable value of the assets of such Person is greater than the amount that will be required to pay the probable liability, on a consolidated basis, on the debts and other liabilities, subordinated, contingent or otherwise, of such Person, as such debts and other liabilities become absolute and matured, (c) such Person is able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured and (d) such Person is not engaged in, and is not about to engage in, business for which such Person will have unreasonably small capital. For the purposes of the prior sentence, the amount of contingent liabilities at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability.

"Spectrum Manager Lease" means a lease of the FCC Licenses (or any portion thereof) pursuant to Section 1.9020 of the FCC's rules codified at 47 C.F.R. § 1.9020.

"Subsidiary" means, with respect to any Person (the "parent") at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date and (b) any other Person (i) of which Equity Interests representing more than 50% of the equity value or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, directly or indirectly, or (ii) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of a Loan Party.

"Supplemental Perfection Certificate" means a certificate in the form of Exhibit G or any other form approved by the Administrative Agent.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Trading with the Enemy Act" means the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any enabling legislation or executive order relating thereto.

"Transactions" means (a) the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party, the borrowing of Loans and the use of the proceeds thereof, and (b) the issuance, transfer, exchange and redemption of Equity Interests pursuant to the ITER Agreement and the Plan of Reorganization and the consummation of all other transactions related thereto as required or contemplated thereunder to be concurrently consummated therewith.

"ITER Agreement" means the Issuance, Transfer, Exchange and Redemption Agreement among Parent, each Loan Party, Agent and the Lenders dated on or about the Closing Date, substantially in the form of Exhibit H.

"U.S. Dollars" and the sign "$" mean the lawful money of the United States.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning set forth in Section 2.14(g)(B)(3).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"wholly-owned," when used in reference to a subsidiary of any Person, means that all the Equity Interests of such subsidiary (other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly-owned subsidiary of such Person or any combination thereof.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. References to the "knowledge" or "awareness" of any Person, when used in this Agreement or any other Loan Document,

means, if such Person is a natural Person, the actual knowledge or awareness of such Person, and, if such Person is not a natural Person, the actual knowledge or awareness of each Responsible Officer of such Person and its subsidiaries. Except as otherwise provided herein and unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including this Agreement and the other Loan Documents) shall, except as otherwise provided herein, be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, restated, supplemented or otherwise modified (including by succession of comparable successor laws), and all references to any statute shall be construed as referring to all rules, regulations, rulings and official interpretations promulgated or issued thereunder, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

SECTION 1.03. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature used herein shall be construed in accordance with GAAP as in effect from time to time; provided that (a) if the Company, by notice to the Administrative Agent, shall request an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent or the Required Lenders, by notice to the Company, shall request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (b) notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, (i) without giving effect to any election under Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities, or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of a Loan Party or any of its Subsidiaries at "fair value," as defined therein and (ii) without giving effect to any change to GAAP as a result of the issuance by the Financial Accounting Standards Board of ASU No. 2016-02, Leases (Topic 842), or any other proposals issued by the Financial Accounting Standards Board in connection therewith, in each case if such change would require treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) was not required to be so treated under GAAP prior to such change.

SECTION 1.04. Currency Translation. For purposes of any determination under Articles VI and VII, amounts incurred or outstanding, or proposed to be incurred or outstanding, in currencies other than U.S. Dollars shall be translated into U.S. Dollars at the currency exchange rates in effect on the date of such determination; provided that for purposes of any determination under Sections 6.04, 6.05 and 6.06, the amount of each applicable transaction denominated in a currency other than U.S. Dollars shall be translated into U.S. Dollars at the applicable currency exchange rate in effect on the date of the consummation thereof, which currency exchange rates shall be determined in good faith by the Company.

ARTICLE II

The Facilities

SECTION 2.01. Commitments; Roll-Up.

(a) Subject to the terms and conditions set forth in this Agreement, each Closing Date Lender severally agrees to make to the Borrowers on the Closing Date a term loan denominated in U.S. Dollars in an aggregate amount equal to such Lender's Closing Date Loan Commitment. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. The Closing Date Loans shall be treated as part of a single class of Loans with the Roll-Up Loans and the Delayed Draw Loans (if any).

(b) Subject to the terms and conditions set forth in this Agreement, effective immediately upon a Closing Date Lender satisfying in full its commitment to fund Closing Date Loans and without any further action by any party to this Agreement or the other Loan Documents or any other Person, the outstanding principal balance of DIP Loans held by such Lender, together with accrued and unpaid interest thereon, shall be automatically deemed (on a cashless dollar-for-dollar basis) to constitute term loans under this Agreement ("Roll-Up Loans"), which Roll-Up Loans shall be due and payable in accordance with the terms and conditions set forth in this Agreement as if originally funded hereunder in cash as Closing Date Loans. Upon consummation of the Roll-Up, the outstanding principal balance of the DIP Loans held by such Lender (including all fees capitalized thereon), and the accrued and unpaid interest thereon, shall be automatically and irrevocably deemed reduced by the amount of such Lender's Roll-Up Loan. Roll-Up Loans repaid or prepaid may not be reborrowed. The Roll-Up Loans shall be treated as part of a single class of Loans with the Closing Date Loans and the Delayed Draw Loans (if any).

(c) Subject to the terms and conditions set forth in this Agreement, each Delayed Draw Lender severally agrees to make to the Borrowers a delayed draw term loan denominated in U.S. Dollars on one (1) occasion at any time after the Closing Date until the Delayed Draw Commitment Termination Date in an aggregate principal amount equal to such Lender's Delayed Draw Loan Commitment. Amounts borrowed under this Section 2.01(c) and repaid or prepaid may not be reborrowed. The Delayed Draw Loans shall be treated as part of a single class of Loans with the Closing Date Loans and the Roll-Up Loans.

SECTION 2.02. Loans and Borrowings.

(a) Each Loan (other than a Roll-Up Loan) shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make a Loan (other than a Roll-Up Loan) required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

SECTION 2.03. Requests for Borrowings. The Borrower Representative shall deliver by hand, facsimile or email (with telephonic confirmation) to the Administrative Agent an executed written Borrowing Request for Loans not later than 11:00 a.m., New York City time, at least five (5) Business Days (or such short number of days as may be agreed to by the Administrative Agent) before the date of the proposed Borrowing. Any such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of an executed written Borrowing Request. Each telephonic and written Borrowing Request shall specify the following information: (1) the

date of such Borrowing, which shall be a Business Day; (2) the name of the Borrower to whom funds are to be disbursed; (3) whether such Borrowing is of Closing Date Loans, Delayed Draw Loans or Incremental Loans of a particular Series; (4) the amount of such Borrowing; and (5) the location and number of the account(s) to which funds are to be disbursed.

SECTION 2.04. Funding of Borrowings. Each Lender shall make each Loan (other than a Roll-Up Loan) to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 2:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrowers by promptly remitting the amounts so received, in like funds, to an account of one or more Borrowers as specified by the Borrower Representative.

SECTION 2.05. Termination and Reduction of Commitments.

(a) The Closing Date Loan Commitments shall automatically terminate immediately after the funding of the Closing Date Loans on the Closing Date. Unless previously terminated pursuant to Section 2.05(b), the Delayed Draw Loan Commitments shall automatically terminate on the Delayed Draw Loan Commitment Termination Date or, if earlier, upon the funding of any Delayed Draw Loan. Unless previously terminated, the Incremental Loan Commitments for any Series shall automatically terminate immediately after the funding of the Incremental Loans of such Series.

(b) At its option, the Borrower Representative may at any time prior to the Delayed Draw Loan Commitment Termination Date terminate or reduce the Delayed Draw Loan Commitments. The Borrower Representative shall notify the Administrative Agent in writing of any election to terminate or reduce the Delayed Draw Loan Commitments at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section 2.05(b) shall be irrevocable; *provided* that a notice of termination or reduction of the Delayed Draw Loan Commitments delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of another credit facility or the closing of a securities offering or the receipt of proceeds another transaction, in each case not prohibited by the terms of this Agreement or any other Loan Document, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Delayed Draw Loan Commitments shall be permanent. Any reduction of the Delayed Draw Loan Commitments shall be made ratably among the Delayed Draw Lenders in accordance with their respective Delayed Draw Loan Commitments.

SECTION 2.06. Repayment of Loans; Evidence of Debt.

(a) The Borrowers hereby unconditionally promise to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender as provided in Section 2.07.

(b) The records maintained by the Administrative Agent and the Lenders shall be prima facie evidence of the existence and amounts of the obligations of the Borrowers in respect of the Loans, interest and fees due or accrued hereunder; provided that the failure of the Administrative Agent or any Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrowers to pay any amounts due hereunder in accordance with the terms of this Agreement.

(c) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) substantially in the form of Exhibit I. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.07. Repayment on Maturity Date. To the extent not previously repaid or prepaid, the Borrowers shall pay (a) all Closing Date Loans, Roll-Up Loans and Delayed Draw Loans on the Initial Maturity Date and (b) all Incremental Loans on the Incremental Maturity Date specified therefor in the applicable Incremental Facility Agreement.

SECTION 2.08. Prepayment of Loans.

(a) The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part without any premium or penalty, subject to the requirements of this Section.

(b) Upon any Change in Control, the Borrowers shall repay all Loans in full together with all fees and other obligations of the Borrowers then owed hereunder, and the Commitments shall automatically terminate.

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of a Loan Party or any of its Subsidiaries in respect of any Prepayment Event, the Borrowers shall, on the first (1st) Business Day immediately following the day such Net Proceeds are received (or, in the case of a Prepayment Event described in clause (a) or (b) of the definition of the term "Prepayment Event," within three Business Days after such Net Proceeds are received), prepay the Loans in an amount equal to such Net Proceeds; provided that, in the case of any event described in clause (a) or (b) of the definition of the term "Prepayment Event," if the Borrowers shall, prior to the date of the required prepayment, deliver to the Administrative Agent a certificate of a Financial Officer of the Borrowers to the effect that the Borrowers intend to cause the Net Proceeds from such event (or a portion thereof specified in such certificate) to be applied within 180 days after receipt of such Net Proceeds to acquire real property, equipment or other assets to be used in the business of the Loan Parties and their Subsidiaries, and certifying that no Default has occurred and is continuing, then no prepayment shall be required pursuant to this paragraph in respect of the Net Proceeds from such event (or the portion of such Net Proceeds specified in such certificate, if applicable) except to the extent of any such Net Proceeds that have not been so applied by the end of such 180-day period (or within a period of 180 days thereafter if by the end of such initial 180-day period one or more of the Loan Parties shall have entered into an agreement with a third party to acquire such real property, equipment or other assets with such Net Proceeds), at which time a prepayment shall be required in an amount equal to the Net Proceeds that have not been so applied; provided further that (A) to the extent any such Net Proceeds shall be received in respect of assets owned by a Loan Party, such Net Proceeds may be reinvested only in assets owned by a Loan Party, and (B) to the extent any such Net Proceeds shall be received in respect of assets owned by a Subsidiary that is not a Loan Party but the Equity Interests of which constitute Collateral, such Net Proceeds may be reinvested only in assets owned by a Loan Party or assets owned by a Subsidiary the Equity Interests of which constitute Collateral. Prepayments attributable to Net Proceeds in respect of any Prepayment Event in respect of a Foreign Subsidiary ("Foreign Net Proceeds") will not be required unless and until cash is repatriated to the United States, in which event the Borrowers shall, within three (3) Business Days of such repatriation, prepay the Loans in an amount equal to the lesser of the amount of cash so repatriated (net of any applicable withholding or income taxes attributable to such cash) and the aggregate amount of Foreign Net Proceeds in respect of which the Loans have not been prepaid. Any Lender may elect, by notice to the Administrative

Agent by telephone (confirmed by hand delivery or facsimile) at least one Business Day (or such shorter period as may be established by the Administrative Agent) prior to the required prepayment date, to decline all or any portion of any prepayment of its Loans pursuant to this paragraph (c), in which case the aggregate amount of the payment that would have been applied to prepay the Loans but was so declined may be retained by the Borrowers.

(d) In the event and on each occasion that, as a result of the receipt of any cash proceeds by the Borrowers or any other Subsidiary in connection with any Disposition of any asset or any other event, the Borrowers or any other Loan Party would be required by the terms of any subordinated indebtedness to repay, prepay, redeem, repurchase or defease, or make an offer to repay, prepay, redeem, repurchase or defease, any subordinated indebtedness, then, prior to the time at which they would be required to make such repayment, prepayment, redemption, repurchase or defeasance or to make such offer, the Borrowers shall (i) prepay Loans in the amount of such required repayment, prepayment, redemption, repurchase or defeasance or (ii) acquire assets in one or more transactions permitted hereby, in each case in an amount that would be needed to eliminate such requirement.

(e) The Borrower Representative shall notify the Administrative Agent by telephone (confirmed by hand delivery or facsimile) of any optional prepayment and, to the extent practicable, any mandatory prepayment hereunder, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of the Loans to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; provided that a notice of prepayment of the Loans pursuant to paragraph (a) or (b) of this Section may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of the Loans pursuant to Section 2.08(a) shall be in a minimum amount of $500,000 and integral multiples of $100,000 in excess thereof. Each prepayment of the Loans shall be applied ratably to each Lender's Loans. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10.

(f) In the event of any prepayment of Loans under Section 2.08(c) made at a time when Loans of more than one Class remain outstanding, the Borrower Representative shall select Borrowings to be prepaid so that the aggregate amount of such prepayment is allocated among the Borrowings pro rata based on the aggregate principal amounts of outstanding Borrowings of each such Class.

(g) Notwithstanding anything to the contrary contained in this Section, any Lender may elect, by notice to the Administrative Agent by telephone (confirmed by hand delivery, facsimile or electronic transmission) at least one Business Day (or such shorter period as may be established by the Administrative Agent) prior to the required prepayment date, to decline all or any portion of any prepayment of its Loans pursuant to this Section (other than a prepayment pursuant to paragraph (a) of this Section, which may not be declined), in which case the aggregate amount of the payment that would have been applied to prepay Loans but was so declined shall be retained by the Borrowers.

SECTION 2.09. [Reserved].

SECTION 2.10. Interest.

(a) The Loans shall bear interest at the Applicable Rate.

(b) Notwithstanding the foregoing, upon the occurrence and during the continuance of any Event of Default, all Loans and other outstanding obligations hereunder shall bear interest, after as well as before judgment, at a rate per annum equal to 2.00% per annum plus the rate otherwise applicable to Loans as provided in paragraph (a) of this Section.

(c) Accrued interest on each Loan (including, for the avoidance of doubt, an Incremental Loan) shall be payable in kind in lieu of cash on each Interest Payment Date for such Loan by capitalizing and adding such interest to the outstanding principal amount of such Loan on such Interest Payment Date (or, at the option of the Borrowers, interest may be paid in cash in whole or in part); provided that (i) interest accrued pursuant to paragraph (b) of this Section shall be payable in cash on demand, (ii) to the extent paid in cash, accrued interest shall be paid ratably across all Loans which share an Interest Payment Date in proportion to the interest due on such Loans on such Interest Payment Date and (iii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable in cash on the date of such repayment or prepayment.

(d) All interest hereunder shall be computed on the basis of a year of 365 or 366 days, as applicable, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

SECTION 2.11. [Reserved].

SECTION 2.12. Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of the term "Excluded Taxes" and (C) Connection Income Taxes) with respect to its loans, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or other Recipient of making, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, from time to time upon request of such Lender or other Recipient, the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs or expenses incurred or reduction suffered.

(b) If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies

and the policies of such Lender's holding company with respect to capital adequacy or liquidity), then, from time to time upon request of such Lender, the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section delivered to the Borrowers shall be conclusive absent manifest error. The Borrowers shall pay such Lender, as the case may be, the amount shown as due on any such certificate within five (5) Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 270 days prior to the date that such Lender, as the case may be, notifies the Borrowers of the Change in Law giving rise to such increased costs or expenses or reductions and of such Lender's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or expenses or reductions is retroactive, then the 270-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.13. [Reserved.]

SECTION 2.14. Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of the applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by any applicable withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.14) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.14, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether

or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower Representative by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes of such Lender attributable to such Lender's failure to comply with the provisions of Section 9.04(c)(ii) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent demonstrable error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 2.14(e).

(f) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower Representative and the Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower Representative or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower Representative or the Administrative Agent as will enable the Borrower Representative or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(g) Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrower Representative and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), two executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower Representative and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), two of whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, executed originals of IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit J-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of such Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" that is related to the Borrower as described in Section 881(c)(3)(C) of the Code and that no payment under any Loan Document is effectively connected with a U.S. trade or business conducted by such Foreign Lender (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN or W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner (e.g., a partnership or participating Lender), executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-3 or Exhibit J-4, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-2 on behalf of such direct and indirect partner(s);

(C) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to such Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of such Borrower or the Administrative Agent), two executed originals of any other documentation prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower Representative or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to such Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower Representative or the Administrative Agent as may be necessary for the Borrower Representative and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.14(g)(D), "FATCA" shall include any amendments made to FATCA after the Closing Date.

(E) Each Lender agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such documentation or promptly notify the Borrower Representative and the Administrative Agent in writing of its legal ineligibility to do so.

Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant

to this Section 2.14. Notwithstanding any other provision of this Section 2.14, no Lender shall be required to provide any documentation that such Lender is not legally eligible to provide.

(h) Treatment of Certain Refunds. If any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.14 (including by the payment of additional amounts pursuant to this Section 2.14), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.14 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.14(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.14(h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.14(h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.14(h) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

SECTION 2.15. Payments Generally; Pro Rata Treatment; Sharing of Setoffs; Application of Proceeds.

(a) Each Borrower shall make each payment required to be made by it hereunder or under any other Loan Document prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 5:00 p.m., New York City time), on the date when due, in immediately available funds, without any defense, setoff, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to such account as may be specified by the Administrative Agent, except that payments pursuant to Sections 2.12, 2.14 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payment received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in U.S. Dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest, fees and expenses, reimbursements and indemnities then due hereunder, such funds shall be applied towards payment of the amounts then due as set forth in Section 2.15(f) as if such funds constitute proceeds of collection.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans, such Lender shall promptly notify the Administrative Agent thereof, and if the Administrative Agent determines that such payment has resulted in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then such Lender shall purchase participations (for cash at face value, which it shall be deemed to have purchased from each seller of a

participation simultaneously upon the receipt by such seller of its portion of such payment) in the Loans of other Lenders to the extent necessary so that the amount of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amounts of principal of and accrued interest on their Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time), any Incremental Facility Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any Person that is an Eligible Assignee (as such term is defined from time to time) pursuant to Section 9.04. Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation. For purposes of clause (b) of the definition of "Excluded Taxes," a Lender that acquires a participation pursuant to this Section 2.15(c) shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable interest(s) in the Commitment(s) or Loan(s) (as applicable) to which such participation relates.

(d) Unless the Administrative Agent shall have received written notice from the Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers shall not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it hereunder to or for the account of the Administrative Agent, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender pursuant to Sections 2.03, 2.14(e), 2.15(d) and 9.03(c), in each case in such order as shall be determined by the Administrative Agent in its discretion.

(f) The Administrative Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral, including any Collateral consisting of cash, as follows:

> FIRST, to the payment of all costs, expenses, indemnities and other obligations (other than principal and interest) incurred by the Administrative Agent in connection with such collection, sale, foreclosure or realization or otherwise in connection with this Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the fees and expenses of its agents, advisors and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Loan Party and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment of all costs, expenses, indemnities and other obligations (other than principal and interest) incurred by the Secured Parties and payable or reimbursable by the Loan Parties in connection with this Agreement, any other Loan Document or any of the Secured Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of such costs, expenses indemnities and other obligations (other than principal and interest) incurred by them as of the date of any such distribution);

THIRD, to the payment in full of all remaining Secured Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of such remaining Secured Obligations owed to them on the date of any such distribution); and

FOURTH, to the Loan Parties, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement and any other Loan Document. Upon any sale of Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof. The Loan Parties shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by Administrative Agent or any Lender to collect such deficiency. Notwithstanding the foregoing, the proceeds of any collection, sale, foreclosure or realization upon any Collateral of any Loan Party, including any collateral consisting of cash, shall not be applied to any Excluded Swap Obligation of such Loan Party and shall instead be applied to other Secured Obligations.

SECTION 2.16. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.12, or if the Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.14, then such Lender shall (at the request of the Borrowers) use commercially reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.14, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

(b) If (i) any Lender requests compensation under Section 2.12, (ii) the Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.14, (iii) any Lender has become a Defaulting Lender, or (iv) any Lender has failed to consent to a proposed amendment, waiver, discharge or termination that under Section 9.02 requires the consent of all the Lenders (or all the affected Lenders) and with respect to which the Required Lenders shall have granted their consent, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.12 or 2.14) and obligations under this Agreement and the other Loan Documents (or, in the case of any such assignment and delegation

resulting from a failure to provide a consent, all its interests, rights and obligations under this Agreement and the other Loan Documents as a Lender) to an Eligible Assignee that shall assume such obligations (which may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the Borrowers shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld, conditioned or delayed (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (if applicable, in each case only to the extent such amounts relate to its interest as a Lender) from the assignee (in the case of such principal and accrued interest and fees) or the Borrowers (in the case of all other amounts), (C) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments, (D) such assignment does not conflict with applicable law and (E) in the case of any such assignment and delegation resulting from the failure to provide a consent, the assignee shall have given such consent and, as a result of such assignment and delegation and any contemporaneous assignments and delegations and consents, the applicable amendment, waiver, discharge or termination can be effected. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrowers, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.17. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then for so long as such Lender is a Defaulting Lender, the Commitment and outstanding principal amount of Loans of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders affected thereby shall, except as otherwise provided in Section 9.02, require the consent of such Defaulting Lender in accordance with the terms hereof.

SECTION 2.18. Borrower Representative. The Company hereby (i) is designated and appointed by each other Borrower as its representative and agent on its behalf (the "Borrower Representative") and (ii) accepts such appointment as the Borrower Representative, in each case, for the purposes of delivering Borrowing Requests, delivering certificates including Compliance Certificates, giving instructions with respect to the disbursement of the proceeds of the Loans, giving and receiving all other notices and consents hereunder or under any of the other Loan Documents and taking all other actions (including in respect of compliance with covenants, but without relieving any other Borrower of its joint and several obligations to pay and perform the Loan Document Obligations) on behalf of any Borrower or the Borrowers under the Loan Documents. The Administrative Agent and each Lender may regard any notice or other communication pursuant to any Loan Document from the Borrower Representative as a notice or communication from all Borrowers. Each warranty, covenant, agreement and undertaking made on behalf of a Borrower by the Borrower Representative shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

SECTION 2.19. Incremental Loans.

(a) The Borrower Representative may after Delayed Draw Loans are funded, by written notice (an "Incremental Request") to the Administrative Agent and each Lender, seek to establish Incremental Loan Commitments. Each such Incremental Request shall specify (x) the date on which the Borrower

Representative proposes that the Incremental Loan Commitments shall be effective and (y) the amount of the Incremental Loan Commitments requested to be established (the "Requested Incremental Amount"); provided that (i) the aggregate amount of the Incremental Loan Commitments to be established hereunder on any date shall not exceed, assuming that the full amount of such Incremental Loan Commitments shall have been funded as Loans on such date, the Incremental Amount as of such date, and (ii) such Incremental Request includes an offer (held open for thirty (30) days (the "Offer Period")) to each Lender inviting such Lender to commit to provide some or all of the Requested Incremental Amount, apportioned amongst the participating Lenders as they may unanimously agree (it being agreed that each Lender may elect or decline, in its sole discretion, to provide any such commitment and that any Lender not affirmatively committing in writing within the Offer Period shall be deemed to have declined to do so); provided, further, that, in the absence of an agreed upon allocation amongst participating Lenders, each participating Lender shall deliver written notice to the Borrower Representative before the end of the Offer Period of its maximum commitment amount, and if the aggregate commitment amount of the participating Lenders exceeds the Requested Incremental Amount, then the participating Lenders that committed to amounts in excess of their respective Pro Rata Shares of the Requested Incremental Amount will have their commitments reduced proportionately (based on the excess of their respective commitments) until the aggregate commitments of the participating Lenders equals the Requested Incremental Amount. If the Borrower Representative does not receive commitments to provide the Requested Incremental Amount in full from the existing Lenders (such difference, the "Remaining Incremental Amount") within the Offer Period, then the Borrower Representative may propose one or more other Person(s) to become Incremental Lenders and obtain the Remaining Incremental Amount from such Person(s) by providing the Administrative Agent and each Lender with written notice of the identity of each such Person (it being agreed that any Person that the Borrower Representative proposes to be an Incremental Lender must be an Eligible Assignee and, if such approval would then be required under Section 9.04 for an assignment to such Person of a Commitment or Loan of the applicable Class, must be approved by the Administrative Agent). If the terms of any proposed Incremental Loan or Incremental Loan Commitment shall change in any material respect prior to the effectiveness thereof, then the Borrower Representative shall deliver to the Administrative Agent an updated Incremental Request reflecting such changed terms and providing the existing Lenders with an additional opportunity to participate in such Incremental Loan Commitments on such updated terms, and such then-existing Lenders shall notify the Borrower Representative of their participation in such Incremental Commitments and Incremental Loans within the later of (A) the expiration of the Offer Period referenced above and (B) five (5) Business Days after the delivery by the Borrower Representative to the Administrative Agent of the updated Incremental Request. Notwithstanding anything to the contrary contained in this Section 2.19(a), with respect to any Incremental Request, any Lender (each, an "Initial Subscribing Lender") may provide and fund an Incremental Loan Commitment up to the amount of the Requested Incremental Amount (and, if there is more than one Initial Subscribing Lender, in such amount with respect to each Initial Subscribing Lender as the Initial Subscribing Lenders mutually agree to provide and fund) at any time after receipt of such Incremental Request and before the end of the Offer Period, provided that, if, by the end of such Offer Period, any Lender (each, a "Remaining Subscribing Lender") that was not an Initial Subscribing Lender elects to provide an Incremental Loan Commitment in respect of such Incremental Request, then the Initial Subscribing Lenders shall sell to the Remaining Subscribing Lenders such amount of their Incremental Loans as would result in each Initial Subscribing Lender and Remaining Subscribing Lender holding the maximum amount of such Incremental Loans as it would have been allowed to provide pursuant to the commitment allocation procedure described in the second sentence of this Section 2.19(a). All sales of Incremental Loans required pursuant to the preceding sentence shall be consummated within five (5) Business Days after the end of the Offer Period, shall be made at par (less any original issue discount or upfront fees paid to the Initial Subscribing Lenders in respect of such Incremental Loans), plus the amount of interest accrued from the date of funding of such Incremental Loan to (but excluding) the date of its sale, and shall include any equity "kickers" allocable ratably to the principal amount of the Incremental Loans being sold.

(b) To the extent that the initial all-in "yield" (determined by taking into account applicable interest rate margins, floors, upfront fees (which shall be deemed to constitute like amounts of original issue discount), original issue discount paid (based on the lesser of a four (4) year average life to maturity or the remaining life to maturity on a straight-line basis and without any present value discount), exit fees or similar fees but excluding agency, arrangement, structuring and underwriting fees not paid or payable to all applicable Lenders generally with respect to such Incremental Loans) on any Incremental Loans exceeds the all-in "yield" (determined by taking into account applicable interest rate margins, floors, upfront fees (which shall be deemed to constitute like amounts of original issue discount) and original issue discount paid (based on the lesser of a four (4) year average life to maturity or the remaining life to maturity on a straight-line basis and without any present value discount), exit fees or similar fees but excluding agency, arrangement, structuring and underwriting fees not paid or payable to all applicable Lenders generally with respect to such Loan) applicable to the then-outstanding Closing Date Loans, Roll-Up Loans and/or Delayed Draw Loans immediately before giving effect to the incurrence of such Incremental Loans, the applicable interest rate otherwise applied to the Closing Date Loans, Roll-Up Loans and the Delayed Draw Loans immediately before giving effect to such incurrence shall automatically be increased by the amount of such differential effective upon the incurrence of such Incremental Loans.

(c) Other than with respect to pricing (subject to clause (b) above), margins, interest rate floors, fees and original issue discount (including any issuance of Equity Interests of Parent to the Incremental Lenders as an equity "kicker" in connection with the incurrence of such Incremental Loans; provided that any such equity "kicker" is offered to each Incremental Lender in proportion to the Incremental Loans provided by such Incremental Lender), maturity date (which shall be no earlier than the latest Maturity Date as of the date of incurrence of such Incremental Loans) and weighted average life to maturity (which shall be no shorter than the longest remaining weighted average life to maturity of any other Class of Loans outstanding as of the date of incurrence of such Incremental Loans (provided that no amortization payments shall be required with respect to an Incremental Loan)), the terms and provisions of any Incremental Loans shall be identical to the Loans existing immediately prior to giving effect to the incurrence of any such Incremental Loans. The Incremental Loan Commitments and Incremental Loans shall be entitled to all the benefits afforded by this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Security Documents. Incremental Loans shall rank *pari passu* in right of payment and security with the Closing Date Loans and the Delayed Draw Loans and shall be secured by the Collateral; provided that (a) no Incremental Loans may be guaranteed by any Person other than a Loan Party and (b) the obligations in respect of any Incremental Loans shall not be secured by a Lien on any asset other than assets constituting Collateral. In the event any Incremental Loans have the same terms as any existing Class of Loans then outstanding, such Incremental Loans may, at the election of the Borrower Representative, be treated as a single Class with such outstanding Loans.

(d) The Incremental Loan Commitments shall be effected pursuant to one or more Incremental Facility Agreements executed and delivered by the Borrowers, each Incremental Lender providing such Incremental Loan Commitments and the Administrative Agent. Each Incremental Facility Agreement may, without the consent of any Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower Representative, to give effect to the provisions of this Section, including any amendments necessary to treat the applicable Incremental Loan Commitments and Incremental Loans as a new Class of Commitments and Loans hereunder (including for purposes of prepayments and voting).

(e) Upon the effectiveness of an Incremental Loan Commitment of any Incremental Lender, such Incremental Lender shall be deemed to be a "Lender" (and a Lender in respect of Commitments and Loans of the applicable Class) hereunder, and henceforth shall be entitled to all the rights of, and benefits accruing to, Lenders (or Lenders in respect of Commitments and Loans of the applicable Class) hereunder and shall be bound by all agreements, acknowledgements and other obligations of Lenders (or Lenders in

respect of Commitments and Loans of the applicable Class) hereunder and under the other Loan Documents.

(f) Subject to the terms and conditions set forth herein and in the applicable Incremental Facility Agreement, each Lender holding an Incremental Loan Commitment of any Series shall make a loan to the Borrower in an amount equal to such Incremental Loan Commitment on the date specified in such Incremental Facility Agreement.

(g) The Administrative Agent shall notify the Lenders of the effectiveness and details of any Incremental Loan Commitments.

ARTICLE III

Representations and Warranties

Each Borrower represents and warrants to the Administrative Agent and the Lenders, on the Closing Date after giving effect to the transactions contemplated in the Confirmation Order and authorized by the Plan of Reorganization on the Effective Date (as such term is defined in the Plan of Reorganization) and as of each other date the representations and warranties are required to be or deemed made pursuant to this Agreement, that:

SECTION 3.01. Organization; Powers. Each of the Loan Parties and their Subsidiaries is (a) duly organized, validly existing and (to the extent the concept is applicable in such jurisdiction) in good standing under the laws of the jurisdiction of its organization, (b) has all requisite corporate or other organizational power and authority and all material Governmental Approvals required for the ownership and operation of its properties and the conduct of its business as now conducted and as proposed to be conducted and (c) is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required, except in each case referred to in this clause (c), where the failure to be so, to have such or to do so, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions to be entered into by each Loan Party are within such Loan Party's corporate or other organizational power and have been duly authorized by all necessary corporate or other organizational action (including by the Governing Board) and, if required, action of the Equity Interest owners, of each Loan Party. This Agreement has been duly executed and delivered by each Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of each Borrower or such Loan Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; Absence of Conflicts. The Transactions (a) do not require any Governmental Approvals, except (i) such as have been obtained or made and are in full force and effect, and (ii) filings necessary to perfect Liens created under the Loan Documents, (b) will not violate any applicable law, including any order of any Governmental Authority, in any material respect, except to the extent any such violations, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (c) will not violate the Organizational Documents of a Loan Party or any of its Subsidiaries, (d) will not violate or result (alone or with notice or lapse of time, or both) in a default under any indenture or other agreement or instrument binding upon a Loan Party or any of its Subsidiaries or any of their assets, or give rise to a right thereunder to require any payment, repurchase or redemption

to be made by a Loan Party or any of its Subsidiaries, or give rise to a right of, or result in, any termination, cancellation, acceleration or right of renegotiation of any obligation thereunder, in each case except to the extent that the foregoing, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and (e) except for Liens created under the Loan Documents, will not result in the creation or imposition of any Lien on any asset of a Loan Party or any of its Subsidiaries.

SECTION 3.04. Financial Condition; No Material Adverse Change.

(a) The Company has heretofore furnished to the Lenders its unaudited consolidated balance sheet and statements of income, comprehensive income, stockholders' equity and cash flows as of and for the fiscal quarters ended March 31, 2022, June 30, 2022, September 30, 2022 and December 31, 2022, each certified by a Financial Officer. Such financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to normal year-end adjustments and the absence of certain footnotes. All books, records and accounts of the Loan Parties and their Subsidiaries are accurate and complete and are maintained in all material respects in accordance with good business practice and all applicable laws. The Loan Parties and their Subsidiaries maintain systems of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in all material respects in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP in all material respects applied on a consistent basis and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any material differences.

(b) Except as disclosed in the financial statements referred to above or the notes thereto, after giving effect to the Transactions (in each case, to the extent such transactions have occurred by the applicable date), none of the Loan Parties or any of their Subsidiaries has, as of the Closing Date, any material contingent liabilities, off-balance sheet liabilities or partnerships, unusual long-term commitments or unrealized losses.

(c) Since February 20, 2023, other than in connection with and giving effect to the Chapter 11 Cases, there has been no event or condition that has resulted, or would reasonably be expected to result, in a Material Adverse Effect.

SECTION 3.05. Properties.

(a) Each of the Loan Parties and their Subsidiaries has good and marketable title to, or valid leasehold interests in, all its property material to its business (including its Mortgaged Properties), except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

(b) Each of the Loan Parties and their Subsidiaries owns, or is licensed to use, all Intellectual Property that is used in or necessary for the conduct of its business as currently conducted, and proposed to be conducted, and without conflict with the rights of any other Person, except to the extent any such conflict, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No patents, trademarks, copyrights, licenses, technology, software, domain names or other Intellectual Property used by a Loan Party or any of its Subsidiaries in the operation of its business infringes upon the rights of any other Person, except for any such infringements that, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No claim or litigation regarding any patents, trademarks, copyrights, licenses, technology, software, domain names or other Intellectual Property

owned or used by a Loan Party or any of its Subsidiaries is pending or, to the knowledge of a Loan Party or any of its Subsidiaries, threatened against a Loan Party or any of its Subsidiaries that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. As of the Closing Date, each patent, trademark, copyright, license, technology, software, domain name or other Intellectual Property that, individually or in the aggregate, is material to the business of a Loan Party or any of its Subsidiaries (or to the business of the Company and its Domestic Subsidiaries) is owned by the Company or its Domestic Subsidiaries.

(c) Schedule 3.05 sets forth the address of each real property that constitutes a Mortgaged Property as of the Closing Date and the proper jurisdiction for the filing of Mortgages in respect thereof. As of the Closing Date, none of the Loan Parties and their Subsidiaries (i) has received notice, or has knowledge, of any pending or contemplated condemnation proceeding affecting any Mortgaged Property or any Disposition thereof in lieu of condemnation or (ii) is or could be obligated under any right of first refusal, option or other contractual right to Dispose of any Mortgaged Property or any interest therein.

SECTION 3.06. Litigation and Environmental Matters.

(a) There are no actions, suits, proceedings or investigations by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Loan Parties and their Subsidiaries, threatened against or affecting a Loan Party or any of its Subsidiaries that (i) would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) involve any of the Loan Documents or the Transactions.

(b) Except with respect to any matters that, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, none of the Loan Parties and their Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements.

(a) Each of the Loan Parties and their Subsidiaries is in compliance with all laws, including all orders of Governmental Authorities, applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except to the extent any such non-compliance, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

(b) To the extent applicable, each of the Loan Parties and their Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V) and any other enabling legislation or executive order relating thereto, and (ii) the USA PATRIOT Act. None of the Loan Parties and their Subsidiaries or any Governing Board member, officer, employee, agent, or Affiliate of a Loan Party or any of its Subsidiaries is a Person that is, or is owned 50% or more, individually or in the aggregate, directly or indirectly, or controlled by Persons that are: (i) the subject or target of any Sanctions or (ii) located, organized or resident in a Sanctioned Country. No part of the proceeds of the Loans will be used, directly or indirectly, or otherwise made available (A) for any payments to any officer or employee of a Governmental Authority, or any Person controlled by a Governmental Authority, or any political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States

Foreign Corrupt Practices Act of 1977 or (B) to any Person for the purpose of financing the activities of any Person currently subject to any United States sanctions administered by OFAC.

SECTION 3.08. Investment Company Act. Neither the Company nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. Each of the Loan Parties and their Subsidiaries has timely filed or caused to be timely filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that have become due, except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and such contest effectively suspends collection of the contested obligation and the enforcement of any Lien securing such obligations and (ii) each Loan Party and each of its Subsidiaries, as applicable, has set aside on its books reserves with respect thereto to the extent required by GAAP, and except for such Taxes and such Tax returns the failure to pay or file, respectively, would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

SECTION 3.10. ERISA; Labor Matters.

(a) No ERISA Events have occurred or are reasonably expected to occur that could, in the aggregate, reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of Accounting Standards Codification Topic 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed by more than $100,000 the fair value of the assets of such Plan, and the present value of all accumulated benefit obligations of all underfunded Plans (based on the assumptions used for purposes of Accounting Standards Codification Topic 715) did not, as of the date or dates of the most recent financial statements reflecting such amounts, exceed by more than $100,000 the fair value of the assets of all such underfunded Plans.

(b) As of the Closing Date, there are no strikes, lockouts or slowdowns against a Loan Party or any of its Subsidiaries pending or, to their knowledge, threatened. The hours worked by and payments made to employees of the Loan Parties and their Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law relating to such matters. All material payments due from the Loan Parties and their Subsidiaries, or for which any claim may be made against a Loan Party or any of its Subsidiaries, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as liabilities on the books of the Loan Parties and their Subsidiaries. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement under which a Loan Party or any of its Subsidiaries is bound.

SECTION 3.11. Subsidiaries and Joint Ventures; Ownership; Disqualified Equity Interests.

(a) Schedule 3.11 sets forth, as of the Closing Date, the name and jurisdiction of organization of, and the number of units and percentage of each class, series and/or type of Equity Interests owned by (i) the Company in each of its Subsidiaries and (ii) the Company and each of its Subsidiaries in each joint venture or other Person (other than a Subsidiary) in which the Company or any of its Subsidiaries owns any Equity Interests. The Equity Interests of the Company and each of its Subsidiaries have been duly authorized and validly issued and are fully paid and, if constituting capital stock, non-assessable.

(b) There are no outstanding Disqualified Equity Interests of the Company or any of its Subsidiaries.

SECTION 3.12. Insurance. Schedule 3.12 sets forth a description of all insurance maintained by or on behalf of the Loan Parties and their Subsidiaries as of the Closing Date.

SECTION 3.13. Solvency. Immediately after the making of each Loan on the occasion of each Borrowing and the application of the proceeds thereof, and giving effect to the rights of subrogation and contribution under the Collateral Agreement, the Company and its Subsidiaries, taken as a whole, will be Solvent.

SECTION 3.14. Disclosure. The Loan Parties and their Subsidiaries have disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which a Loan Party or any of its Subsidiaries is subject, and all other matters known to the Loan Parties and their Subsidiaries, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. No reports, financial statements, certificates or other information furnished by or on behalf of a Loan Party or any of its Subsidiaries to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document, included herein or therein or furnished hereunder or thereunder, when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to forecasts or projected financial information, each of the Borrowers represents only that such information was prepared in good faith based upon assumptions believed by it to be reasonable at the time made and at the time so furnished and, if furnished prior to the Closing Date, as of the Closing Date (it being understood that such forecasts and projections may vary from actual results and that such variances may be material).

SECTION 3.15. Collateral Matters.

(a) The Collateral Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral (as defined therein) and (i) when the Collateral (as defined therein) constituting certificated securities (as defined in the Uniform Commercial Code) is delivered to the Administrative Agent, together with instruments of transfer duly endorsed in blank, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the pledgors thereunder in such Collateral, prior in right to any other Person, and (ii) when financing statements in appropriate form are filed in the applicable filing offices, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the remaining Collateral (as defined therein) to the extent perfection can be obtained by filing Uniform Commercial Code financing statements, prior to the rights of any other Person, except for rights secured by Liens permitted under Section 6.02.

(b) Each Mortgage, upon execution and delivery thereof by the parties thereto, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in all the applicable mortgagor's right, title and interest in and to the Mortgaged Properties subject thereto and the proceeds thereof, and when the Mortgages have been filed in the jurisdictions specified therein, the Mortgages will constitute a fully perfected security interest in all right, title and interest of the mortgagors in the Mortgaged Properties and the proceeds thereof, prior in right to any other Person, but subject to Liens permitted under Section 6.02.

(c) Upon the recordation of the IP Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the filing of the financing statements referred to in paragraph (a) of this Section, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the Intellectual Property in which a security interest may be perfected by filing in the United States, in

each case prior in right to any other Person, but subject to Liens permitted under Section 6.02 (it being understood that subsequent recordings in the United States Patent and Trademark Office or the United States Copyright Office may be necessary to perfect a security interest in such Intellectual Property acquired by the Loan Parties after the Closing Date).

(d) Each Security Document, other than any Security Document referred to in the preceding paragraphs of this Section, upon execution and delivery thereof by the parties thereto and the making of the filings and taking of the other actions provided for therein, will be effective under applicable law to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral subject thereto, and will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the Collateral subject thereto, prior to the rights of any other Person, except for rights secured by Liens permitted under Section 6.02.

SECTION 3.16. Federal Reserve Regulations. None of the Loan Parties and their Subsidiaries is engaged or will engage principally or as one of its important activities in the business of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of the Loans will be used, directly or indirectly, for any purpose that entails a violation (including on the part of any Lender) of any of the regulations of the Board of Governors, including Regulations U and X of the Board of Governors. Not more than 25% of the value of the assets subject to any restrictions on the Disposition of assets under this Agreement, any other Loan Document or any other agreement to which any Lender or Affiliate of a Lender is party will at any time be represented by margin stock.

SECTION 3.17. Material Contracts. As of the Closing Date, no defaults exist under any Material Contract (other than as described in Schedule 3.17).

SECTION 3.18. Anti-Corruption Laws, Anti-Terrorism Laws and Sanctions. The Loan Parties and their Subsidiaries and their respective Governing Board members, officers, employees and agents are in compliance with AML Laws, Anti-Corruption Laws, Anti-Terrorism Laws and all applicable Sanctions in all material respects. The Loan Parties and their Subsidiaries have instituted and maintain policies and procedures designed to ensure compliance with AML Laws, Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions. The Transactions will not violate AML Laws, Anti-Corruption Laws, Anti-Terrorism Laws or applicable Sanctions.

SECTION 3.19. FCC Licenses and Approvals.

(a) Schedule 3.19 contains a true, correct and complete list of all FCC Licenses held by the Loan Parties and their Subsidiaries and correctly sets forth the termination date, if any, of each such FCC License. The FCC Licenses that are material ("Material FCC Licenses") are identified on Schedule 3.19 as such. Other than the FCC Licenses set forth on Schedule 3.19, none of the Loan Parties and their Subsidiaries and Affiliates hold any attributable or other interests in licenses, authorizations or permits issued by the FCC as of the Closing Date. No Loan Party or any of its Subsidiaries has any knowledge of the occurrence of any event or the existence of any circumstance which, in the reasonable judgment of such Loan Party or Subsidiary, is likely to lead to the revocation of any FCC License. The Loan Parties and their Subsidiaries each have the right to use all FCC Licenses required for the operation of their respective businesses as presently conducted and are each in compliance with all terms and conditions set forth on the face of the FCC Licenses or that otherwise apply to the FCC Licenses pursuant to FCC Rules. Each such FCC License is in full force and effect and does not, to the knowledge of the Loan Parties and their Subsidiaries, conflict with the valid rights of others.

(b) None of the Loan Parties and their Subsidiaries is a party to or has knowledge of any investigation, notice of apparent liability, violation, forfeiture or other order or complaint issued by or before any Governmental Authority or of any other proceedings that could in any manner threaten or adversely affect the validity or continued effectiveness of the FCC Licenses of any Loan Party or give rise to any order of forfeiture. No Loan Party or any of its Subsidiaries has any reason to believe that the FCC Licenses set forth on Schedule 3.19 will not be renewed in the ordinary course following the expiration of their respective current terms. Each Loan Party and its Subsidiaries has filed in a timely manner all material reports, applications, documents, instruments and information required to be filed by it pursuant to applicable rules and regulations or requests of every Governmental Authority having jurisdiction over any of its FCC Licenses.

SECTION 3.20. Holding Company. The Company has not engaged in any business, and has not owned and does not own any assets other than those as permitted by Section 6.14.

ARTICLE IV

Conditions

SECTION 4.01. Closing Date. The obligations of the Lenders to make Loans on the Closing Date shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent shall have received from each Loan Party a counterpart of this Agreement and the other Loan Documents to which such Loan Party is a party, signed on behalf of such party.

(b) The Administrative Agent shall have received a written opinion (addressed to the Administrative Agent and the Lenders and dated the Closing Date) of Latham & Watkins LLP, counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the Transactions and any other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received a certificate, dated the Closing Date and signed by a Responsible Officer of the Loan Parties, confirming (x) that the Collateral and Guarantee Requirement has been satisfied (subject to the last sentence of this Section 4.01) and (y) compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(e) The Lenders and the Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Closing Date, including, to the extent invoiced, payment or reimbursement of all fees and expenses (including reasonable fees, charges and disbursements of Lender's counsel and the Administrative Agent's counsel, as set forth in an invoice delivered to the Company at least one (1) Business Day prior to the Closing Date) required to be paid or reimbursed by any Loan Party under any Loan Document.

(f) The Collateral and Guarantee Requirement shall have been satisfied (subject to the last sentence of this Section 4.01). The Administrative Agent shall have received a completed

Perfection Certificate, dated the Closing Date and signed by a Responsible Officer of the Loan Parties, together with all attachments contemplated thereby, including the results of a search of the Uniform Commercial Code (or equivalent) filings made with respect to the Loan Parties in the jurisdictions contemplated by the Perfection Certificate and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Administrative Agent that the Liens indicated by such financing statements (or similar documents) are permitted under Section 6.02 or have been, or substantially contemporaneously with the initial funding of Loans on the Closing Date will be, released.

(g) The Administrative Agent shall have received evidence that the insurance required by Section 5.08 is in effect, together with endorsements naming the Administrative Agent, for the benefit of the Secured Parties, as additional insured and loss payee thereunder to the extent required under Section 5.08.

(h) [Reserved].

(i) The Lenders shall have received the financial statements and certificates referred to in Section 3.04.

(j) Immediately after giving effect to the Transactions, none of the Loan Parties and their Subsidiaries shall have outstanding any Indebtedness, other than Indebtedness permitted pursuant to clause (i), (ii), (vii), (viii), (xi) or (xiii) of Section 6.01(a).

(k) The Administrative Agent shall have received a certificate, dated the Closing Date and signed by a Responsible Officer of each of the Loan Parties, as to the solvency representation and warranty set forth in Section 3.13, in the form provided to the Loan Parties prior to the Closing Date.

(l) The Lenders and the Administrative Agent shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, including, without limitation, a duly executed IRS Form W-9 (or such other applicable IRS form) of the Borrowers, in each case to the extent request in writing at least ten (10) days prior to the Closing Date. At least five (5) days prior to the Closing Date, any Borrower that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall deliver a Beneficial Ownership Certification in relation to such Borrower.

(m) Each Material FCC License held by the Loan Parties and their Subsidiaries shall be in full force and effect.

(n) Agent and the Lenders shall have received the ITER Agreement, duly executed by Parent and each Loan Party.

(o) The Administrative Agent shall have received from the Borrowers any notes required pursuant to Section 2.06(c) signed on behalf of such party.

(p) The Confirmation Order shall have been entered.

(q) The Effective Date (as such term is defined in the Plan of Reorganization) shall have occurred or will occur concurrently with the funding of the Closing Date Loans.

Notwithstanding the foregoing, any of the Control Agreements, evidence of insurance as required in Section 4.01(g), any landlord, warehouseman, agent, bailee and processor acknowledgments required to be obtained in order to satisfy the requirements of the Collateral and Guarantee Requirement, shall not be a condition precedent to the obligations of the Lenders hereunder on the Closing Date, but shall be required to be accomplished as provided in Section 5.14.

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan (other than an Incremental Loan) on the occasion of any Borrowing is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case on and as of the date of such Borrowing, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date.

(b) At the time of and immediately after giving effect to such Borrowing, no Default shall have occurred and be continuing.

(c) Since the Closing Date, there has been no event or condition that has resulted, or would reasonably be expected to result, in a Material Adverse Effect.

(d) The Administrative Agent shall have received a Borrowing Request in respect of the requested Loans in accordance with Section 2.03

On the date of any Borrowing, the Borrowers shall be deemed to have represented and warranted that the conditions specified in paragraphs (a) and (b) of this Section have been satisfied.

SECTION 4.03. Additional Conditions to Delayed Draw Loans. In addition to the conditions precedent set forth in Section 4.02, the obligation of each Lender with a Delayed Draw Loan Commitment to fund a Delayed Draw Loan shall be subject to the satisfaction of each of the additional conditions precedent below:

(a) The Administrative Agent shall have received a certificate, dated as of the date of the proposed Borrowing of Delayed Draw Loans and signed by a Responsible Officer of the Loan Parties, confirming (x) that the Collateral and Guarantee Requirement has been satisfied (except that no opinion shall be required) and (y) compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02.

(b) The Administrative Agent shall have received a Borrowing Request as required by Section 2.03 with respect to the proposed Borrowing.

(c) The funding of the Delayed Draw Loans requested by the applicable Borrowing Request shall occur after the Closing Date but before the Delayed Draw Loan Commitment Termination Date.

(d) The Administrative Agent and the Lenders shall have received the accrued fees and other amounts due and payable on or prior to the date of the proposed Borrowing, including reimbursement or payment of all expenses (including legal fees and expenses) required to be reimbursed or paid by the Borrowers hereunder or under any other Loan Documents.

ARTICLE V

Affirmative Covenants

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees and other amounts payable hereunder shall have been paid in full, each Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrowers shall furnish to the Administrative Agent, on behalf of each Lender:

(a) within 120 days after the end of each fiscal year of the Company, commencing with the fiscal year ending 2023, its consolidated balance sheet and related consolidated statements of income, comprehensive income, stockholders' equity and cash flows as of the end of and for such fiscal year, setting forth in each case in comparative form the figures for the prior fiscal year (except no such comparison is required against the fiscal year ending 2022), which financial statements shall, with respect to the balance sheet and related statements of income, comprehensive income, stockholders' equity and cash flows for the fiscal year ending 2024 and each fiscal year thereafter, be audited by and accompanied by the opinion of an independent registered public accounting firm of recognized national standing (without a "going concern" or like qualification, exception or emphasis (other than (i) as a result of current debt maturity in the final year of the term of any Indebtedness of the Company and its Subsidiaries permitted pursuant to Section 6.01 or (ii) concerning the liquidity of the Company) and without any qualification, exception or emphasis as to the scope of such audit) to the effect that such consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries on a consolidated basis as of the end of and for such year in accordance with GAAP (subject to, solely with respect to such financial statements for the fiscal year ending 2023, normal year-end adjustments and the absence of certain footnotes) and accompanied by (x) a narrative report containing management's discussion and analysis of the financial position and financial performance for such fiscal year in reasonable form and detail and (y) an internally prepared reconciliation to the financial statements delivered pursuant to Section 5.01(b) for the fourth quarter of such fiscal year;

(b) within 45 days after the end of each fiscal quarter of each fiscal year of the Company, commencing with the fiscal quarter ending June 30, 2023, its consolidated balance sheet as of the end of such fiscal quarter, the related consolidated statements of income for such fiscal quarter and the then elapsed portion of the fiscal year and the related statements of cash flows for the then elapsed portion of the fiscal year, in each case setting forth in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the prior fiscal year, and solely to the extent financials for the corresponding period have been provided under this Agreement, a comparison to the consolidated budget for such fiscal year, all certified by a Financial Officer of the Company as presenting fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries on a consolidated basis as of the end of and for such fiscal quarter and such portion of the fiscal year in accordance with GAAP, subject to normal year-end audit adjustments and the absence of certain footnotes, and accompanied by a narrative report containing management's discussion and analysis of the financial position and financial performance for such fiscal quarter in reasonable form and detail;

(c) within 30 days after the end of each fiscal month of each fiscal quarter of the Company (or 45 days in the case of the third month of a fiscal quarter), its consolidated balance

sheet and related consolidated statements of income, stockholders' equity and cash flows as of the end of and for such fiscal month and the then elapsed portion of the fiscal year, all certified by a Financial Officer of the Company as presenting fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries as of the end of and for such fiscal month and such portion of the fiscal year in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes;

(d) concurrently with each delivery of financial statements under clause (a) and (b) above, a completed Compliance Certificate signed by a Financial Officer of each Borrower, (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (ii) certifying that all notices required to be provided under Sections 5.03 and 5.04 have been provided;

(e) concurrently with each delivery of financial statements under clause (a) above, a report in form and substance satisfactory to the Administrative Agent outlining all material insurance coverage maintained as of the date of such report by the Loan Parties and their Subsidiaries and all material insurance coverage planned to be maintained by the Loan Parties and their Subsidiaries for the remainder of such fiscal year;

(f) concurrently with each delivery of financial statements under clause (b) above, a completed Supplemental Perfection Certificate, signed by a Financial Officer of each Loan Party, setting forth the information required pursuant to the Supplemental Perfection Certificate;

(g) not more than 60 days after the end of each fiscal year of the Company, a detailed consolidated budget for such fiscal year that has been approved by the Governing Board of the Company (including a projected consolidated balance sheet and related projected statements of income and cash flows as of the end of and for such fiscal year and setting forth the assumptions used for purposes of preparing such budget) and, promptly after the same become available, any significant revisions to such budget that have been approved by the Governing Board of the Company; and

(h) promptly after any request therefor, such other information regarding the operations, business affairs, assets, liabilities (including contingent liabilities) and financial condition of the Loan Parties and their Subsidiaries, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request.

Information required to be delivered pursuant to this Section shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on an IntraLinks or similar site to which the Lenders have been granted access or shall be available on the website of the SEC at http://www.sec.gov or if such information has been provided to such Lender or an Affiliate or Approved Fund of such Lender in connection with the ownership of Equity Interests of Parent. Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent. In the event any financial statements delivered under clause (a) or (b) above shall be restated, the Borrowers shall deliver, promptly after such restated financial statements become available, revised Compliance Certificates with respect to the periods covered thereby that give effect to such restatement, signed by a Financial Officer of each of the Borrowers.

The Company shall make its chief executive officer and a Financial Officer (or such other officers as agreed between the Borrowers and the Required Lenders) available to the Lenders for a telephonic conference call at least once per fiscal quarter (and for an in-person meeting at least once per fiscal year) to

discuss the business, operations, affairs, financial condition, assets and/or liabilities of the Loan Parties and their Subsidiaries; provided that any such information that is subject to attorney-client privilege, or would, in the good faith determination of counsel for the Borrowers, create a conflict of interest between the interests of the Loan Parties and their Subsidiaries and those of the Administrative Agent or any Lender, need not be discussed.

SECTION 5.02. Notices of Material Events. The Borrowers shall furnish to the Administrative Agent written notice of the following promptly and in any event within five (5) Business Days of:

(a) the occurrence of, or receipt by a Loan Party or any of its Subsidiaries of any written notice claiming the occurrence of, any Default or Event of Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting a Loan Party or any of its Subsidiaries, or any adverse determination in any such pending action, suit or proceeding not previously disclosed in writing by a Loan Party or any of its Subsidiaries to the Administrative Agent and the Lenders, that in each case would reasonably be expected to result in a Material Adverse Effect or, if successful, invalidate any Loan Document;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in liability of a Loan Party or any of its Subsidiaries in an aggregate amount of $200,000 or more;

(d) the occurrence of any Prepayment Event of the type described in clause (a) or (b) of the definition of such term or any other casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking or expropriation of any material portion of the Collateral under power of eminent domain or by condemnation or similar proceeding;

(e) receipt of notice of (i) any forfeiture, non-renewal, cancellation, termination, revocation, suspension, impairment or material modification of any Material FCC License held by a Loan Party or any of its Subsidiaries, or any notice of default or forfeiture with respect to any such Material FCC License, or (ii) any refusal by any Governmental Authority to renew or extend any such Material FCC License (provided that for the avoidance of doubt, any delay in renewal or extension resulting from a shut-down of the federal government shall not constitute a "refusal");

(f) any Borrower obtaining knowledge of (i) any Lien in respect of Taxes having been filed against any assets of the Loan Parties and their Subsidiaries, (ii) any tax audit involving any Loan Party or any of its Subsidiaries, or any of its businesses or operations, or (iii) any determination (whether preliminary, final or otherwise) of the IRS or any other Governmental Authority in respect of any tax audit of any Loan Party or any of its Subsidiaries, or any of its businesses or operations, and the Borrowers shall provide such additional information with respect to such matter as the Administrative Agent or any Lender may request;

(g) (i) any license of Material Intellectual Property owned by the Loan Parties or any of their Subsidiaries to any Affiliate, other than non-exclusive licenses made in the ordinary course of business and (ii) any default or breach asserted by any Person to have occurred under, or any termination of, any license of Material Intellectual Property; and

(h) any other development that has resulted, or would reasonably be expected to result, in a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of each of the Borrowers setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto. Notices required to be delivered pursuant to this Section shall be deemed to have been delivered if such notice shall have been provided to such Lender or an Affiliate or Approved Fund of such Lender in connection with the ownership of Equity Interests of Parent.

SECTION 5.03. Additional Subsidiaries. If any Subsidiary of a Loan Party is formed or acquired after the Closing Date (including as set forth in Section 6.03(c) or (d)), the Borrowers shall, as promptly as practicable, and in any event within 30 days (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent thereof and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary and with respect to any Equity Interests of or Indebtedness of such Subsidiary owned by any Loan Party. At the election of the Administrative Agent, any such Domestic Subsidiary (other than a Foreign Holdco) shall be joined as a Borrower hereunder pursuant to a joinder in the form of Exhibit K.

SECTION 5.04. Information Regarding Collateral; Deposit and Securities Accounts.

(a) The Borrowers shall furnish to the Administrative Agent prompt written notice of any change in (i) the legal name of any Loan Party, as set forth in its organizational documents, (ii) the jurisdiction of organization or the form of organization of any Loan Party (including as a result of any merger, consolidation or amalgamation), (iii) the location of the chief executive office of any Loan Party or (iv) the organizational identification number, if any, or, with respect to any Loan Party organized under the laws of a jurisdiction that requires such information to be set forth on the face of a Uniform Commercial Code financing statement, the Federal Taxpayer Identification Number of such Loan Party. The Borrowers agree not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral.

(b) The Borrowers shall furnish to the Administrative Agent prompt written notice of (i) the acquisition by any Loan Party of, or any real property otherwise becoming, a Mortgaged Property after the Closing Date and (ii) the acquisition by any Loan Party of any other material assets with an individual value exceeding $500,000 after the Closing Date, other than any assets constituting Collateral under the Security Documents in which the Administrative Agent shall have a valid, legal and perfected security interest (with the priority contemplated by the applicable Security Document) upon the acquisition thereof.

(c) The Borrowers shall cause all cash owned by a Loan Party or any of its Subsidiaries at any time, other than (i) cash in an aggregate amount not greater than $500,000 at any time held in payroll and other local operating accounts and (ii) cash held by a Loan Party or any of its Subsidiaries in payroll accounts or in trust for any employee benefit plan maintained by a Loan Party or any of its Subsidiaries, to be held in deposit accounts maintained in the name of one or more Loan Parties.

(d) The Borrowers shall, in each case as promptly as practicable, notify the Administrative Agent of the existence of any deposit account or securities account maintained by a Loan Party in respect of which a Control Agreement is required to be in effect pursuant to clause (f) of the definition of the term "Collateral and Guarantee Requirement" but is not then in effect.

SECTION 5.05. Existence; Conduct of Business.

(a) Each of the Loan Parties and their Subsidiaries shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names material to the conduct of its business; provided that the foregoing shall not prohibit any transaction permitted under Section 6.03 or 6.05.

(b) Each of the Loan Parties and their Subsidiaries shall take all actions reasonably necessary to protect all patents, trademarks, copyrights, licenses, technology, software, domain names and other Intellectual Property necessary to the conduct of its business as currently conducted, and proposed to be conducted, including (i) protecting the secrecy and confidentiality of the confidential information and trade secrets of such Loan Party or Subsidiary by having and enforcing a policy requiring all employees and consultants to execute confidentiality and invention assignment agreements, (ii) taking all actions reasonably necessary to ensure that none of the trade secrets of the Loan Parties and their Subsidiaries shall fall or has fallen into the public domain and (iii) protecting the secrecy and confidentiality of the source code of all computer software programs and applications owned or licensed by the Loan Parties and their Subsidiaries by having and enforcing a policy requiring any licensees of such source code (including any licensees under any source code escrow agreement) to enter into license agreements with appropriate use and nondisclosure restrictions, except in each case referred to in this Section 5.05(b) where the failure to take any such action, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.06. Payment of Obligations. Each of the Loan Parties and their Subsidiaries shall pay its obligations, including Tax liabilities, before the same shall become delinquent or in default, except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and such contest effectively suspends collection of the contested obligation and the enforcement of any Lien securing such obligation and (ii) such Loan Party or Subsidiary has set aside on its books reserves with respect thereto to the extent required by GAAP or (b) the failure to make payment would not, individually and in the aggregate, reasonably be expected to result in a Material Adverse Effect.

SECTION 5.07. Maintenance of Properties. The Loan Parties and their Subsidiaries shall keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

SECTION 5.08. Insurance. The Loan Parties and their Subsidiaries shall maintain, with financially sound and reputable insurance companies, insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by similarly situated companies engaged in the same or similar businesses operating in the same or similar locations, including business interruption insurance reasonably satisfactory to the Administrative Agent. Each such policy of liability or casualty insurance maintained by or on behalf of the Loan Parties shall (a) in the case of each liability insurance policy (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary), name the Administrative Agent, on behalf of the Secured Parties, as an additional insured thereunder, (b) in the case of each casualty insurance policy, contain a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Secured Parties, as the loss payee thereunder and (c) provide for at least 30 days' (or such shorter number of days as may be agreed to by the Administrative Agent) prior written notice to the Administrative Agent of any cancellation of such policy. With respect to each Mortgaged Property that is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, the applicable Loan Party has obtained, and will maintain, with financially sound and reputable insurance companies, such flood insurance as is required under applicable law, including Regulation H of the Board of Governors.

SECTION 5.09. Books and Records; Inspection and Audit Rights. Each of the Loan Parties and their Subsidiaries shall keep proper books of record and account in which full, true and correct entries in accordance with GAAP and applicable law are made of all dealings and transactions in relation to its business and activities. While any Loan remains outstanding and unpaid (in whole or in part), each of the Loan Parties and their Subsidiaries shall permit the Administrative Agent or any Lender, and any agent designated by any of the foregoing, upon reasonable prior notice and during normal business hours but in no event, absent the occurrence and continuing of an Event of Default, more than twice per calendar year, (a) to visit and inspect its properties, (b) to examine and make extracts from its books and records (provided that, unless an Event of Default has occurred and is continuing, such extracts shall be limited to books and records pertaining to Collateral or to financial information) and (c) to discuss its operations, business affairs, assets, liabilities (including contingent liabilities), prospects and financial condition with its officers, all at such reasonable times as reasonably requested. Upon request, each Borrower agrees to promptly arrange discussions between the Administrative Agent and the Borrowers' and their Subsidiaries' independent accountants (and the Borrowers and their Subsidiaries shall have the right to participate in such discussions) and hereby authorizes such accountants to disclose to the Administrative Agent any and all financial statements and other supporting financial data, including matters relating to the annual audit and copies of any management letter with respect to its business, financial condition and other affairs. All such visits and inspections shall be at the expense of the Loan Parties (provided that such visit and inspection expenses are reasonable). The Administrative Agent (by any of its officers, employees, or agents) shall have the right, upon reasonable prior notice and during normal business hours, at the expense of the Loan Parties, to conduct field examinations and otherwise verify the amount, quantity, value, and condition of, or any other matter relating to, any of the Collateral and in connection with such a review, audit and make extracts from all records and files related to any of the Collateral.

SECTION 5.10. Compliance with Laws; Maintenance of FCC Licenses. Each of the Loan Parties and their Subsidiaries shall comply in all material respects with all laws, including all orders of any Governmental Authority, applicable to it or its property, except where the failure to so comply would not reasonably be expected to result, individually and in the aggregate, in a Material Adverse Effect. The Loan Parties and their Subsidiaries will maintain in effect policies and procedures designed to ensure compliance by the Loan Parties and their Subsidiaries and their respective directors, officers, employees, and agents with AML Laws, Anti-Corruption Laws, Anti-Terrorism Laws and applicable Sanctions. Borrowers shall obtain and maintain, and cause their respective Subsidiaries to obtain and maintain in full force and effect, all Governmental Approvals necessary to own, acquire or dispose of their respective properties, to conduct their respective businesses or to comply with construction, operating and reporting requirements of the FCC, except where the failure to so maintain would not reasonably be expected to result, individually and in the aggregate, in a Material Adverse Effect. The Loan Parties shall maintain, and cause their respective Subsidiaries to maintain in full force and effect, all FCC Licenses owned or acquired by them, except where the failure to do so, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.11. Use of Proceeds.

(a) The proceeds of the Closing Date Loans, Delayed Draw Loans and Incremental Loans shall be used solely (i) for general corporate and working capital purposes, (ii) to pay fees, commissions and expenses in connection with the Transactions, and (iii) with respect to any Incremental Loans, for such purposes as may be specified in the applicable Incremental Facility Agreement.

(b) The Borrowers shall not request any Borrowing, and the Borrowers shall not use, and shall procure that its Subsidiaries and its and their respective Governing Board members, officers, employees and agents shall not use, directly or indirectly, the proceeds of any Borrowing or lend, contribute or otherwise make available such proceeds to any other Person in furtherance of an offer, payment, promise

to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or Anti-Terrorism Laws. The Borrowers will not, directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any other Loan Party, any Subsidiary of a Loan Party, or any joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as Administrative Agent, Lender, underwriter, advisor, investor, or otherwise).

SECTION 5.12. Further Assurances. Each Loan Party will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), that may be required under any applicable law, or that the Administrative Agent may reasonably request in writing, to cause the Collateral and Guarantee Requirement to be and remain satisfied at all times or otherwise to effectuate the provisions of the Loan Documents, all at the expense of the Loan Parties. The Loan Parties shall provide to the Administrative Agent, from time to time upon written request, evidence reasonably satisfactory to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

SECTION 5.13. [Reserved].

SECTION 5.14. Post-Closing Obligations. As promptly as practicable, and in any event within 60 days after the Closing Date (or such longer period permitted by the Administrative Agent in its discretion), each Loan Party will deliver Control Agreements, evidence of insurance as required in Section 4.01(g), and all landlord, warehouseman, agent, bailee and processor acknowledgments, in each case except to the extent otherwise agreed by the Administrative Agent pursuant to its authority as set forth in the definition of the term "Collateral and Guarantee Requirement."

ARTICLE VI

Negative Covenants

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees and other amounts payable hereunder shall have been paid in full, each of the Borrowers covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness; Certain Equity Securities.

(a) None of the Loan Parties or any of their Subsidiaries will create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created under the Loan Documents;

(ii) Indebtedness existing on the Closing Date and set forth in Schedule 6.01 and Refinancing Indebtedness in respect thereof;

(iii) Indebtedness of any Loan Party or any of its Subsidiaries owed to any Loan Party or any of its Subsidiaries; provided that (A) such Indebtedness shall not have been transferred to any Person other than a Loan Party or any of its Subsidiaries, (B) any such Indebtedness owing by any Loan Party shall be unsecured and subordinated in right of payment to the Loan Document Obligations pursuant to the Global Intercompany Note,

(C) any such Indebtedness owing by any Subsidiary that is not a Loan Party to any Loan Party shall be incurred in compliance with Section 6.04, and (D) any such Indebtedness owing by Subsidiaries that are not Loan Parties to the Loan Parties shall not exceed $300,000 or the U.S. Dollar equivalent thereof in the aggregate at any time outstanding;

(iv) Guarantees incurred in compliance with Section 6.04;

(v) Indebtedness of the Borrowers or any of their Subsidiaries (A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations, provided that such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets (including reasonable fees and expenses relating thereto) or (B) assumed in connection with the acquisition of any fixed or capital assets, and Refinancing Indebtedness in respect of any of the foregoing; provided that the aggregate principal amount of Indebtedness permitted by this clause (v) shall not exceed $5,500,000 at any time outstanding;

(vi) Indebtedness of any Person that becomes a Subsidiary of a Loan Party (or of any Person not previously a Subsidiary that is merged, consolidated or amalgamated with or into a Subsidiary in a transaction permitted hereunder) after the Closing Date, provided that (A) such Indebtedness exists at the time such Person becomes a Subsidiary (or is so merged, consolidated or amalgamated) or such assets are acquired and is not created in contemplation of or in connection with such Person becoming a Subsidiary (or such merger, consolidation or amalgamation) or such assets being acquired and (B) none of the Loan Parties and their Subsidiaries (other than such Person or any special purpose merger Subsidiary with which such Person is merged, consolidated or amalgamated or the Person that so assumes such Person's Indebtedness) shall Guarantee or otherwise become liable for the payment of such Indebtedness; provided that the aggregate principal amount of Indebtedness permitted by this clause (vi) shall not exceed $500,000 at any time outstanding;

(vii) Indebtedness owed in respect of any overdrafts and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing-house transfers of funds; provided that such Indebtedness shall be repaid in full within five (5) Business Days of the incurrence thereof;

(viii) Indebtedness in respect of letters of credit, bank guarantees and similar instruments issued for the account of a Loan Party or any of its Subsidiaries in the ordinary course of business supporting obligations under (A) workers' compensation, unemployment insurance and other social security laws and (B) bids, trade contracts, leases (including, without limitation, real estate leases), statutory obligations, surety and appeal bonds, performance bonds and obligations of a like nature;

(ix) Indebtedness in respect of Hedging Agreements permitted under Section 6.07;

(x) Indebtedness incurred by the Company in an Investment permitted under Section 6.04(n) constituting indemnification obligations or obligations in respect of purchase price (including earnouts) or other similar adjustments, provided that any such

outstanding Indebtedness shall also be considered an Investment and must be permitted under Section 6.04(n);

(xi) Indebtedness incurred in connection with the purchase of Equity Interests from employees who have ceased their employment with the Borrowers or any of their Subsidiaries so long as such Indebtedness has been expressly subordinated in right of payment to all Indebtedness of such Loan Party under the Loan Documents by documentation that is in form and substance satisfactory to the Administrative Agent and all interest accrued thereunder shall be payable in kind;

(xii) Indebtedness incurred by Foreign Subsidiaries in an aggregate outstanding principal amount not exceeding $250,000 at any time;

(xiii) Indebtedness of a Loan Party under employee business credit card programs in an aggregate amount not exceeding $200,000 at any time outstanding; and

(xiv) other Indebtedness in an aggregate principal amount not exceeding $1,000,000 at any time outstanding.

(b) None of the Loan Parties and their Subsidiaries will issue or permit to exist any Disqualified Equity Interests.

SECTION 6.02. Liens.

(a) None of the Loan Parties or any of their Subsidiaries shall create, incur, assume or permit to exist any Lien on any asset now owned or hereafter acquired by it, except:

(i) Liens created under the Loan Documents;

(ii) Permitted Encumbrances;

(iii) any Lien on any asset of a Loan Party or any of its Subsidiaries existing on the Closing Date and set forth on Schedule 6.02; provided that (A) such Lien shall not apply to any other asset of a Loan Party or any of its Subsidiaries and (B) such Lien shall secure only those obligations that it secures on the Closing Date and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01(a)(ii) as Refinancing Indebtedness in respect thereof;

(iv) any Lien existing on any asset prior to the acquisition thereof by the Loan Parties or any of their Subsidiaries or existing on any asset of any Person that becomes a Subsidiary (or of any Person not previously a Subsidiary that is merged, consolidated or amalgamated with or into a Subsidiary in a transaction permitted hereunder) after the Closing Date prior to the time such Person becomes a Subsidiary (or is so merged, consolidated or amalgamated); provided that (A) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary (or such merger, consolidation or amalgamation), (B) such Lien shall not apply to any other asset of a Loan Party or any of its Subsidiaries (other than, in the case of any such merger, consolidation or amalgamation, the assets of any special purpose merger Subsidiary that is a party thereto) and (C) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary (or is so merged,

consolidated or amalgamated), and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01(a)(vi) as Refinancing Indebtedness in respect thereof;

(v) Liens on fixed or capital assets acquired, constructed or improved by the Loan Parties or any of their Subsidiaries; provided that (A) such Liens secure only Indebtedness permitted by Section 6.01(a)(v) and obligations relating thereto not constituting Indebtedness and (B) such Liens shall not apply to any other asset of a Loan Party or any of its Subsidiaries (other than the proceeds and products thereof); provided, further, that in the event purchase money obligations are owed to any Person with respect to financing of more than one purchase of any fixed or capital assets, such Liens may secure all such purchase money obligations and may apply to all such fixed or capital assets financed by such Person;

(vi) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted under Section 6.05, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof;

(vii) Liens on property of any Foreign Subsidiary securing Indebtedness of such Foreign Subsidiary permitted under Section 6.01(a) above;

(viii) Liens on deposit accounts described in clause (f) or (g) of the definition of "Excluded Deposit Accounts";

(ix) in the case of (A) any Subsidiary that is not a wholly-owned Subsidiary or (B) the Equity Interests of any Person that is not a Subsidiary, any encumbrance or restriction, including any put and call arrangements, related to Equity Interests of such Subsidiary or such other Person set forth in the organizational documents of such Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement; and

(x) other Liens not specifically listed above securing obligations and any other Indebtedness not to exceed $500,000 in the aggregate outstanding at any time.

SECTION 6.03. Fundamental Changes; Business Activities.

(a) None of the Loan Parties or any of their Subsidiaries will merge into, consolidate or amalgamate with any other Person or enter into a plan of arrangement or scheme of arrangement or corporate reconstruction with any other Person, or permit any other Person to merge into it or consolidate or amalgamate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing, (i) any other Loan Party may merge into the Company in a transaction in which the Company is the surviving entity, (ii) any other Loan Party may merge into a Borrower (other than the Company) in a transaction in which such Borrower is the surviving entity, (iii) any Person (other than a Borrower) may merge, consolidate or amalgamate with any Subsidiary of a Loan Party (other than a Subsidiary that is a Borrower) in a transaction in which the surviving entity is a Subsidiary of a Loan Party (and, if any party to such merger, consolidation or amalgamation is a Guarantor, only if the surviving entity is a Guarantor), (iv) any Subsidiary of a Loan Party (other than a Subsidiary that is a Borrower) may merge into, consolidate or amalgamate with any Person (other than a Loan Party) in a transaction permitted under Section 6.05 in which, after giving effect to such transaction, the surviving entity is not a Subsidiary of a Loan Party, (v) any Subsidiary of a Loan

Party (other than a Subsidiary that is a Borrower) may liquidate or dissolve if the Borrowers determine in good faith that such liquidation or dissolution is in the best interests of the Borrowers and will not adversely affect the Lenders, so long as contemporaneously with the liquidation or dissolution thereof, the Administrative Agent and the parent of such Subsidiary shall enter into such Security Documents or amendments thereto as reasonably required by the Administrative Agent to maintain the Lien (and perfection thereof) in favor of the Administrative Agent in respect of the assets of such Subsidiary, including any Equity Interests of any Subsidiary thereof; provided that any such merger, consolidation or amalgamation involving a Person that is not a wholly-owned Subsidiary immediately prior thereto shall not be permitted unless it is also permitted under Section 6.04 and (vi) any Loan Party (or any Subsidiary) may enter into or effect any such transaction if such transaction is conditioned upon, prior to or simultaneously with the closing of such transaction, the Loans (including all accrued and unpaid interest thereon) being repaid in full and all other outstanding Loan Document Obligations being paid in full, and prior to or simultaneously with the closing of such transaction, the Loans (including all accrued and unpaid interest thereon) are repaid in full and all other outstanding Loan Document Obligations are paid in full.

(b) None of the Loan Parties or any of their Subsidiaries shall engage in any business other than businesses of the type conducted by the Loan Parties and their Subsidiaries on the Closing Date and businesses reasonably related thereto or proposed to be conducted in written materials provided to the Administrative Agent and the Lenders prior to the Closing Date.

(c) Notwithstanding anything herein to the contrary, each of (x) Starry Spectrum Holdings LLC, Starry Spectrum LLC and Widmo Holdings LLC and (y) any Subsidiary of a Loan Party formed or acquired after the Closing Date for the purpose of owning FCC Licenses (the Loan Parties and/or Subsidiaries in clause (x) and (y), collectively, the "FCC License Parties") (i) shall not engage in any business or activity other than (a) the ownership of FCC Licenses and activities incidental thereto (including, without limitation, the acquisition of additional FCC Licenses) or (b) the leasing of spectrum authorized under the FCC Licenses pursuant to Spectrum Manager Lease agreements (but not including De Facto Transfer Lease agreements) to their respective Affiliates or third parties in connection with the operation of the business of the Company and its Subsidiaries in the ordinary course on commercially reasonable terms and (ii) will not own or acquire any assets (other than cash, Cash Equivalents or existing or additional FCC Licenses), incur any liabilities (other than Indebtedness permitted to be incurred by it under Section 6.01(a)(i), (iii) or (iv), leasing permitted pursuant to clause (i)(b) of this Section 6.03(c), liabilities imposed by applicable law, including liabilities in respect of Taxes, and other liabilities incidental to its existence and permitted business and activities) or create, incur, assume or permit to exist any Lien on any asset other than Permitted Encumbrances. No Loan Party or any Subsidiary thereof (other than the FCC License Parties) shall own any FCC Licenses; provided, that, any Subsidiary of a Loan Party that is acquired after the Closing Date, owns FCC Licenses and does not meet the requirements of an FCC License Party, shall use commercially reasonable efforts to transfer all FCC Licenses owned by it to an FCC License Party within 60 days (excluding any days during which the FCC is not open for the conduct of regular business due to funding or budgetary issues affecting the government of the United States generally) after the date of its acquisition; and provided, further, that if any such Subsidiary is unable to transfer any such FCC License within the required time period due to the FCC not approving such transfer or otherwise, such Subsidiary shall within 60 days thereafter meet the requirements of an FCC License Party set forth in this Section 6.03(c).

(d) For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. None of the Loan Parties or any of their Subsidiaries shall purchase, hold, acquire (including pursuant to any merger, consolidation or amalgamation with any Person that was not a wholly-owned Subsidiary prior thereto), make or otherwise permit to exist any Investment in any other Person, except:

(a) cash and Cash Equivalents;

(b) Investments existing on the Closing Date in Subsidiaries, and other Investments existing on the Closing Date and set forth on Schedule 6.04 (but not any additions thereto (including any capital contributions) made after the Closing Date);

(c) Investments by the Loan Parties and their Subsidiaries in Equity Interests of their Subsidiaries; provided that (i) such Subsidiaries are Subsidiaries of the Loan Parties prior to such Investments, (ii) any such Equity Interests held by a Loan Party shall be pledged in accordance with the requirements of the definition of the term "Collateral and Guarantee Requirement," and (iii) the aggregate amount of such Investments by the Loan Parties in, and loans and advances by the Loan Parties to, and Guarantees by the Loan Parties of Indebtedness and other obligations of, Subsidiaries that are not Loan Parties (excluding all such investments, loans, advances and Guarantees existing on the Closing Date and permitted by clause (b) above) shall not exceed $300,000 at any time outstanding;

(d) loans or advances made by a Loan Party or any of its Subsidiaries to any Subsidiary of a Loan Party; provided that (i) the Indebtedness resulting therefrom is permitted by Section 6.01(a)(iii) and (ii) the amount of such loans and advances made by the Loan Parties to Subsidiaries that are not Loan Parties shall be subject to the limitation set forth in clause (c) above;

(e) Guarantees by a Loan Party or any of its Subsidiaries of Indebtedness or other obligations of another Loan Party or any of its Subsidiaries; provided that (i) a Subsidiary that is not a Borrower or that otherwise has not Guaranteed the Secured Obligations pursuant to the Collateral Agreement shall not Guarantee any Indebtedness or other obligations of any Loan Party and (ii) the aggregate amount of Indebtedness and other obligations of Subsidiaries that are not Loan Parties that is Guaranteed by any Loan Party shall be subject to the limitation set forth in clause (c) above;

(f) (i) acquisitions by a Loan Party of any assets of another Loan Party or any of its Subsidiaries and (ii) acquisitions by a Subsidiary that is not a Loan Party of any assets of another Subsidiary that is not a Loan Party;

(g) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

(h) Investments made as a result of the receipt of non-cash consideration from a Disposition of any asset in compliance with Section 6.05;

(i) Investments by a Loan Party or any of its Subsidiaries that result solely from the receipt by such Loan Party or Subsidiary from any of its Subsidiaries of a dividend or other Restricted Payment in the form of Equity Interests, evidences of Indebtedness or other securities (but not any additions thereto made after the date of the receipt thereof);

(j) Investments in the form of Hedging Agreements permitted under Section 6.07;

(k) payroll, travel and similar advances to Governing Board members and employees of a Loan Party or any of its Subsidiaries to cover matters that are expected at the time of such advances to be treated as expenses of such Loan Party or Subsidiary for accounting purposes and that are made in the ordinary course of business;

(l) loans or advances to Governing Board members and employees of a Loan Party or any of its Subsidiaries made in the ordinary course of business; provided that the aggregate amount of such loans and advances outstanding at any time shall not exceed $100,000;

(m) [reserved]; and

(n) other Investments and other acquisitions; provided that, at the time each such Investment or acquisition is purchased, made or otherwise acquired, (A) no Default shall have occurred and be continuing or would result therefrom and (B) the aggregate amount of all Investments made in reliance on this clause (n) outstanding at any time, together with the aggregate amount of all consideration paid in connection with all other acquisitions (including Indebtedness assumed in connection therewith, all obligations in respect of deferred purchase price (including obligations under any purchase price adjustment and, to the extent stated as a liability on the balance sheet of the acquiring Person in accordance with GAAP, earn-out or similar payments) and all other consideration payable in connection therewith (including payment obligations in respect of noncompetition agreements or other arrangements representing acquisition consideration)) made in reliance on this clause (n), shall not exceed $1,000,000 in the aggregate at any time.

SECTION 6.05. Asset Sales. None of the Loan Parties or any of their Subsidiaries shall Dispose of, or license, any asset, including any Equity Interest owned by it, nor shall any Subsidiary thereof issue any additional Equity Interest in such Subsidiary (other than to a Loan Party in compliance with Section 6.04, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law), except while no Event of Default has occurred and is continuing, a Loan Party or any of its Subsidiaries may make:

(a) Dispositions of inventory or used, obsolete, worn out or surplus equipment in the ordinary course of business or of cash and Cash Equivalents;

(b) Dispositions to a Loan Party or any of its wholly-owned Subsidiaries; provided that any such Dispositions to a Subsidiary that is not a Loan Party shall be made in compliance with Sections 6.04 and 6.09;

(c) Dispositions of accounts receivable in connection with the compromise or collection thereof in the ordinary course of business consistent with past practice and not as part of any accounts receivables financing transaction;

(d) Dispositions of assets subject to any Casualty Event (including Dispositions in lieu of condemnation);

(e) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(f) non-exclusive licenses of Intellectual Property that does not constitute Material Intellectual Property; and

(g) Dispositions of assets that are not permitted by any other clause of this Section; provided that (i) the aggregate fair value of all assets Disposed of in reliance on this clause shall not exceed $500,000 during any fiscal year of the Company and (ii) all Dispositions made in reliance on this clause shall be made for fair value and at least 75% cash consideration; provided, however, that for the purposes of this clause (ii), the following shall be deemed to be cash: (A) any liabilities (as shown on the Company's most recent balance sheet provided hereunder or in the footnotes thereto) of the Company or a Subsidiary thereof, other than liabilities that are by their terms subordinated to the payment in cash of the Loan Document Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which the Company and all of its Subsidiaries shall have been validly released by all applicable creditors in writing and (B) any securities received by the Company or the applicable Subsidiary from such transferee that are converted by the Company or such Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition.

Notwithstanding the foregoing, (i) no Disposition or license of Material Intellectual Property, other than non-exclusive licenses in the ordinary course of business, shall be permitted and (ii) other than Dispositions to the Loan Parties in compliance with Section 6.04, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable requirements of law, no such Disposition of any Equity Interests of any Subsidiary of a Loan Party shall be permitted unless (x) such Equity Interests constitute all the Equity Interests of such Subsidiary held by the Loan Parties and their Subsidiaries and (y) immediately after giving effect to such transaction, the Loan Parties and their Subsidiaries shall otherwise be in compliance with Section 6.04.

In addition, any Loan Party (or any Subsidiary) may enter into any agreement to effect a Disposition if such Disposition is conditioned upon, prior to or simultaneously with the closing of such Disposition, the Loans (including all accrued and unpaid interest thereon) being repaid in full and all other outstanding Loan Document Obligations being paid in full, and prior to or simultaneously with the closing of such Disposition, the Loans (including all accrued and unpaid interest thereon) are repaid in full and all other outstanding Loan Document Obligations are paid in full.

SECTION 6.06. Sale/Leaseback Transactions. None of the Loan Parties or any of their Subsidiaries shall enter into any Sale/Leaseback Transaction.

SECTION 6.07. Hedging Agreements. None of the Loan Parties or any of their Subsidiaries shall enter into any Hedging Agreement, except (a) Hedging Agreements entered into to hedge or mitigate risks to which a Loan Party or any of its Subsidiaries has actual exposure (other than in respect of Equity Interests or Indebtedness of a Loan Party or any of its Subsidiaries) and (b) Hedging Agreements entered into in order to effectively cap, collar or exchange interest rates (from floating to fixed rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of a Loan Party or any of its Subsidiaries.

SECTION 6.08. Restricted Payments; Certain Payments of Indebtedness.

(a) None of the Loan Parties or any of their Subsidiaries shall declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that (i) the Company may declare and pay dividends with respect to its Equity Interests payable solely in additional Equity Interests (other than Disqualified Equity Interests) permitted hereunder, (ii) any Subsidiary of a Loan Party may declare and pay dividends or make distributions with respect to its capital stock, partnership or membership interests or other similar Equity Interests, or make other Restricted Payments in respect of its Equity Interests, in each case ratably to the holders of such Equity Interests (or,

if not ratably, on a basis more favorable to the Loan Parties and their Subsidiaries); provided that dividends paid by the other Borrowers to the Company may only be paid at such times and in such amounts as shall be necessary to permit the Company (A) to make Restricted Payments permitted to be made by it under this paragraph, (B) to make any Investment or acquisition permitted to be made by it under Section 6.04 or (C) to discharge its other permitted activities and to pay its permitted liabilities as and when due, (iii) [reserved], (iv) [reserved], (v) the Company may make Restricted Payments the proceeds of which will be used by Parent (or any other direct or indirect parent entity of the Company) to pay (A) its reasonable and customary overhead costs and expenses (including for administrative, legal, accounting and similar services provided by third parties) to the extent attributable to the ownership or operations of the Borrowers and the other Loan Parties, plus any reasonable and customary indemnification claims made by directors, officers or employees of Parent or any of its Subsidiaries, (B) [reserved], (C) reasonable and customary fees and expenses related to any offering of Equity Interests or any issuance, incurrence or offering of Indebtedness, in each case, whether or not successful, or (D) its Governing Board members, officers, employees, consultants or independent contractors reasonable and customary salaries, bonuses, benefits and/or other compensation (including pursuant to any incentive equity plan or agreements) attributable to the ownership or operation of the Borrowers and the other Loan Parties, (vi) the Company and any Subsidiary thereof may make Restricted Payments to pay Indebtedness permitted under Section 6.01(a)(x), provided that, at the time each such Restricted Payment is made, no Default shall have occurred and be continuing or would result therefrom, (vii) the Company may make Restricted Payments the proceeds of which will be used to repurchase Equity Interests of Parent from former Governing Board members, officers and employees of and consultants to the Loan Parties and their Subsidiaries not exceeding an aggregate amount of $100,000 per fiscal year, provided that, at the time each such Restricted Payment is made, no Default or Event of Default shall have occurred and be continuing or would result therefrom and (viii) the Company and any Subsidiary thereof may make other Restricted Payments, provided that, at the time each such Restricted Payment is declared or made, (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (B) the aggregate amount of all Restricted Payments made in reliance on this clause (a)(viii) shall not exceed $250,000 in the aggregate in any fiscal year.

(b) None of the Loan Parties and their Subsidiaries will make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Indebtedness, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, defeasance, cancelation or termination of any Indebtedness, except:

(i) payments of or in respect of Indebtedness created under the Loan Documents;

(ii) regularly scheduled interest and principal payments as and when due in respect of any Indebtedness permitted under Section 6.01;

(iii) refinancings of Indebtedness permitted under Section 6.01 with the proceeds of other Indebtedness permitted under Section 6.01;

(iv) payments of secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness in transactions permitted hereunder; and

(v) payments of or in respect of Indebtedness made solely with Equity Interests of the Company (other than Disqualified Equity Interests).

SECTION 6.09. Transactions with Affiliates. None of the Loan Parties or any of their Subsidiaries shall sell, lease, license or otherwise transfer any assets to, or purchase, lease, license or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions in the ordinary course of business that are at prices and on terms and conditions, on the whole, not less favorable to the Loan Parties and their Subsidiaries than those that would prevail in arm's-length transactions with unrelated third parties, (b) transactions between or among the Loan Parties not involving any other Affiliate, (c) any Restricted Payment permitted under Section 6.08, (d) issuances by the Company of Equity Interests (other than Disqualified Equity Interests), and receipt by the Company of capital contributions, (e) compensation and indemnification of, and other customary and reasonable employment arrangements with, Governing Board members, officers and employees of Parent or any of its Subsidiaries entered in the ordinary course of business and that have been approved by the Governing Board of the Company, (f) loans and advances permitted under clauses (k) and (l) of Section 6.04, (g) contracts for financial, investment banking or similar advisory and consultancy services that have been approved by the Governing Board of Parent, (i) transactions existing as of the Closing Date and set forth on Schedule 6.09 and (j) entry into and performance of the Loan Documents in accordance with their terms.

SECTION 6.10. Restrictive Agreements. None of the Loan Parties or any of their Subsidiaries shall, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that restricts or imposes any condition upon (a) the ability of a Loan Party or any of its Subsidiaries to create, incur or permit to exist any Lien upon any of its assets to secure any Secured Obligations or (b) the ability of any Subsidiary of a Loan Party to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to a Loan Party or any of its Subsidiaries or to Guarantee Indebtedness of a Loan Party or any of its Subsidiaries; provided that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by any Loan Document or (B) restrictions and conditions existing on the Closing Date identified on Schedule 6.10 (but shall apply to any amendment or modification expanding the scope of any such restriction or condition), (ii) clause (a) of the foregoing shall not apply to (A) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by clause (v) or (vi) of Section 6.01(a) if such restrictions or conditions apply only to the assets securing such Indebtedness or (B) customary provisions in leases and other agreements restricting the assignment thereof and (iii) clause (b) of the foregoing shall not apply to (A) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary of a Loan Party, or a business unit, division, product line or line of business, that are applicable solely pending such sale, provided that such restrictions and conditions apply only to the Subsidiary, or the business unit, division, product line or line of business, that is to be sold and such sale is permitted hereunder and (B) restrictions and conditions imposed by agreements relating to Indebtedness of any Subsidiary of a Loan Party in existence at the time such Subsidiary became a Subsidiary of a Loan Party and otherwise permitted by clause (vi) of Section 6.01(a) (but shall apply to any amendment or modification expanding the scope of any such restriction or condition), provided that such restrictions and conditions apply only to such Subsidiary. No Borrower shall, nor shall any Borrower permit any other Loan Party or any Subsidiary of a Loan Party to, enter into any contract or agreement which would violate the terms hereof or of any other Loan Document. Nothing in this paragraph shall be deemed to modify the requirements set forth in the definition of the term "Collateral and Guarantee Requirement" or the obligations of the Loan Parties under Sections 5.03, 5.04 or 5.12 or under the Security Documents.

SECTION 6.11. Amendment of Material Documents. None of the Loan Parties or any of their Subsidiaries shall amend, modify or waive any of its rights under (i) any agreement or instrument governing or evidencing any Material Indebtedness or (ii) its Organizational Documents, in each case, to the extent such amendment, modification or waiver would reasonably be expected to be adverse to the Lenders.

SECTION 6.12. [Reserved].

SECTION 6.13. Fiscal Year and Accounting Methods. The Loan Parties shall not, and will not permit any other Subsidiary to, change its fiscal year to end on a date other than December 31. The Loan Parties will not and will not permit any of their Subsidiaries to modify or change its method of accounting (other than as may be required to conform to GAAP).

SECTION 6.14. Holding Company. The Company will not conduct, transact or otherwise engage in any business or operations or own any assets; provided that the following shall in any event be permitted:

(a) owning Equity Interests in Starry, Inc., a Delaware corporation;

(b) entering into, and performing its obligations with respect to, the Loan Documents;

(c) consummating the Transactions;

(d) holding directors' and stockholders' meetings, preparing corporate and similar records and other activities (including the ability to incur fees, costs and expenses relating to such maintenance) required in the maintenance of its legal existence, including the ability to incur fees, costs and expenses relating to such maintenance;

(e) preparing reports to, and preparing and making notices to and filings with, Governmental Authorities and to holders of its Equity Interests;

(f) participating in tax, accounting and other administrative matters as a member of a consolidated, combined, affiliated or unitary group, including compliance with applicable laws and legal, tax and accounting matters related thereto and activities relating to its Governing Board members, officers, employees, consultants and independent contractors;

(g) executing guaranties of payment or performance of obligations of other Borrowers or, to the extent permitted under Section 6.01, any other Loan Party;

(h) providing indemnification to Governing Board members, officers and employees;

(i) receiving and holding cash and Cash Equivalents;

(j) maintaining deposit accounts in connection with the conduct of its business;

(k) complying with applicable law;

(l) purchasing and maintaining insurance;

(m) engaging in litigation or any other legal proceedings; and

(n) performing activities incidental to the foregoing.

ARTICLE VII

Events of Default

SECTION 7.01. Events of Default. If any of the following events ("Events of Default") shall occur:

(a) the Borrowers shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days;

(c) any representation, warranty or statement made or deemed made by or on behalf of a Loan Party or any of its Subsidiaries in any Loan Document or in any report, certificate, financial statement or other information provided pursuant to or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder shall prove to have been incorrect in any material respect when made or deemed made;

(d) a Loan Party or any of its Subsidiaries shall fail to observe or perform any covenant, condition or agreement contained in clause (a), (b), (c), (d), (f) or (g) of Section 5.01 or in Section 5.02, 5.05 (with respect to the existence of the Borrowers), 5.08 or 5.11 or in Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Section), and such failure shall continue unremedied for a period of 30 days after the earlier of (i) any Responsible Officer of a Loan Party becoming aware of such failure and (ii) the Borrowers' receipt of notice thereof from the Administrative Agent or any Lender (with a copy to the Administrative Agent in the case of any such notice from a Lender);

(f) [reserved];

(g) any event or condition occurs that results in any Material Indebtedness becoming due or being terminated or required to be prepaid, repurchased, redeemed or defeased prior to its scheduled maturity, or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf, or, in the case of any Hedging Agreement, the applicable counterparty, to cause such Material Indebtedness to become due, or to terminate such Material Indebtedness or require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (i) any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness or (ii) any Indebtedness that becomes due as a result of a voluntary refinancing thereof permitted under Section 6.01;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of a Loan Party or any of its Subsidiaries or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for a Loan Party or any of its Subsidiaries or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) a Loan Party or any of its Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking liquidation (other than any liquidation permitted by Section

6.03(a)(v)), reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for a Loan Party or any of its Subsidiaries or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors, or the Governing Board of any of the Loan Parties and their Subsidiaries (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to above in this clause (i) or clause (h) of this Section;

(j) a Loan Party or any of its Subsidiaries shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) one or more judgments for the payment of money in an aggregate amount in excess of $500,000 (other than any such judgment covered by insurance (other than under a self-insurance program) to the extent a claim therefor has been made in writing and liability therefor has not been denied by the insurer) shall be rendered against a Loan Party or any of its Subsidiaries or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of a Loan Party or any of its Subsidiaries to enforce any such judgment;

(l) one or more judgments for injunctive relief shall be rendered against a Loan Party or any of its Subsidiaries or any combination thereof that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(m) one or more ERISA Events shall have occurred that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(n) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material portion of the Collateral, with the priority required by the applicable Security Document, except as a result of (i) a sale or transfer of the applicable Collateral in a transaction permitted under the Loan Documents, (ii) the release thereof as provided in the applicable Security Document or Section 9.14 or (iii) any action taken by the Administrative Agent or the failure by the Administrative Agent to take any action within its control;

(o) any Guarantee purported to be created under any Loan Document shall cease to be, or shall be asserted by any Loan Party not to be, in full force and effect, except as a result of the release thereof as provided in the applicable Loan Document or Section 9.14;

(p) (i) any Loan Party or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting all or any material part of its business for more than 15 days; or (ii) any other cessation of a substantial part of the business of a Loan Party or any of their Subsidiaries for a period which materially and adversely affects a Loan Party or any of their Subsidiaries;

(q) any Loan Party or Affiliate of any Loan Party shall contest in any manner, or assist any Person party thereto to contest in any manner, the validity or enforceability of this Agreement

or deny that it has any further liability or obligation under this Agreement, or the Loan Document Obligations for any reason shall not have the priority contemplated by this Agreement; or

(r) any FCC License owned or held by a Loan Party or any of its Subsidiaries or any other FCC License required for the lawful ownership, lease, control, use, operation, management or maintenance of any asset used in the business of a Loan Party or any of its Subsidiaries shall be cancelled, terminated, rescinded, revoked, suspended, impaired, otherwise finally denied renewal, or otherwise modified in any material adverse respect, or shall be renewed on terms that materially and adversely affect the economic or commercial value or usefulness thereof, in any case the result of which would have a Material Adverse Effect; or any such FCC License, the loss of which would have a Material Adverse Effect, shall no longer be in full force and effect; the grant of any such FCC License, the loss of which would have a Material Adverse Effect, shall have been stayed, vacated or reversed, or modified in any material adverse respect, by judicial or administrative proceedings; or any administrative law judge of the FCC shall have issued a final, non-appealable decision in any non-comparative license renewal, license revocation or any comparative (multiple applicant) proceeding to the effect that any such FCC License, the loss of which would have a Material Adverse Effect, should be revoked or not be renewed; or any other proceeding shall have been instituted by or shall have been commenced before any court, the FCC or any other regulatory body that more likely than not will result in such cancellation, termination, rescission, revocation, impairment or suspension of any such FCC License or result in such modification of any such FCC License that could reasonably be expected to have a Material Adverse Effect;

then, and in every such event (other than an event with respect to a Loan Party or any of its Subsidiaries described in clause (h) or (i) of this Section), and at any time thereafter during the continuance of such event, the Administrative Agent may, and, at the request of the Required Lenders shall, by notice to the Company, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately and (ii) declare the Loans then outstanding to be due and payable in whole (or in part (but ratably as among the Classes of Loans and the Loans of each Class at the time outstanding), in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers hereunder, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each of the Borrowers; and in the case of any event with respect to a Loan Party or any of its Subsidiaries described in clause (h) or (i) of this Section 7.01, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers hereunder, shall immediately and automatically become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each of the Borrowers. The Administrative Agent and each Lender will have all other rights and remedies available to it or them at law and equity, whether under this Agreement, the other Loan Documents, applicable law or otherwise.

ARTICLE VIII

The Administrative Agent

SECTION 8.01. Appointment and Authority. Each of the Lenders hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors to serve as administrative agent and collateral agent under the Loan Documents, and authorizes the Administrative Agent to execute, deliver and administer the Loan Documents and to take such actions and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. In addition, to the extent required under the

laws of any jurisdiction other than the United States, each of the Lenders hereby grants to the Administrative Agent any required powers of attorney to execute any Security Document governed by the laws of such jurisdiction on such Lender's behalf. Neither the Borrowers nor any other Loan Party shall have rights as a third-party beneficiary of any such provisions. The use of the term "agent" or any similar or equivalent term in connection with the appointment of the Administrative Agent hereunder is not intended to imply any fiduciary or other duties arising under legal principles governing agency relationships, and such appointment and all rights and duties of the Administrative Agent hereunder shall be ministerial in nature.

SECTION 8.02. Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with a Loan Party or any of its Subsidiaries or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

SECTION 8.03. Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties), (b) the Administrative Agent shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Loan Document or applicable law, (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to a Loan Party or any of its Subsidiaries or any other Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity and (d) the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the preceding clause (d), the Administrative Agent shall not (i) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (ii) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment). The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof (stating that it is a "notice of default") is given to the Administrative Agent by the Borrowers or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii)

the contents of any certificate, report or other document delivered thereunder or in connection therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent. The Administrative Agent shall be entitled to rely, and shall not incur any liability for relying, upon any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof). The Administrative Agent also shall be entitled to rely, and shall not incur any liability for relying, upon any statement made to it orally or by telephone and believed by it to be made by the proper Person (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the signatory, sender or authenticator thereof), and may act upon any such statement prior to receipt of written confirmation thereof. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who, subject to the applicable Rules of Professional Conduct, may be counsel for the Borrowers, provided, that no attorney-client relationship shall exist or be created among such counsel for the Borrowers, on the one hand, and the Administrative Agent, on the other hand, by any such consultation), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 8.04. Delegation of Duties. The Administrative Agent may perform any of and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of and all their duties and exercise their rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 8.05. Resignation of Agent.

(a) Subject to the terms of this paragraph, the Administrative Agent may resign at any time from its capacity as such. In connection with such resignation, the Administrative Agent shall give notice of its intent to resign to the Lenders and the Borrower Representative. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender or a Disqualified Institution. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York, or an Affiliate of any such bank; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender or a Disqualified Institution.

(b) Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed by the Borrowers and such successor.

(c) Notwithstanding the foregoing, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders and the Borrower Representative, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents, provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Security Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this paragraph (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Security Document, including any action required to maintain the perfection of any such security interest), and (b) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, provided that (i) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (ii) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall also directly be given or made to each Lender.

(d) Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above.

SECTION 8.06. Non-Reliance on the Agent and Other Lenders.

(a) Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement and funding its Loans on the Closing Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Closing

Date. The signature page of each Lender to this Agreement shall be on file with the Administrative Agent with a copy thereof provided to the Borrowers.

SECTION 8.07. Right to Realize on Collateral.

(a) Except with respect to the exercise of setoff rights of any Lender in accordance with Section 9.08 or with respect to a Lender's right to file a proof of claim in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Secured Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof. In the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or other disposition, the Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition, and the Administrative Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless the Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Loan Document Obligations as a credit on account of the purchase price for any collateral payable by the Administrative Agent on behalf of the Secured Parties at such sale or other disposition. In furtherance of the foregoing and not in limitation thereof, no Hedging Agreement the obligations under which constitute Secured Obligations will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under any Loan Document. By accepting the benefits of the Collateral, each Secured Party that is a party to any such Hedging Agreement shall be deemed to have appointed the Administrative Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

(b) The Secured Parties irrevocably authorize the Administrative Agent, at its option and in its discretion, to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(a)(v). The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

(c) In case of the pendency of any proceeding with respect to any Loan Party under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(A) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim under Sections 2.09, 2.10, 2.12, 2.14 and 9.03) allowed in such judicial proceeding; and

(B) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(C) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender and each other Secured Party to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 9.03).

(d) The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and, except solely to the extent of the Borrowers' rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Borrowers or any other Loan Party shall have any rights as a third party beneficiary of any such provisions. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and of the Guarantees of the Secured Obligations provided under the Loan Documents, to have agreed to the provisions of this Article.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic communication, as follows:

(i) if to the Borrowers, to them c/o Starry Group Holdings, Inc., 38 Chauncy Street, 2nd Floor, Boston, MA 02111, Attention: General Counsel;

(ii) if to the Administrative Agent, to ArrowMark Agency Services LLC, 100 Fillmore St., Denver, CO 80206, Attention: Katie Jones, Telephone: 303-398-2959, Email: agencynotices@arrowmarkpartners.com, with a copy (which shall not constitute notice) to: Sheppard Mullin Richter & Hampton LLP, 30 Rockefeller Plaza, New York, NY 10112, Attention: Bijal N. Vira, Esq., Telephone: 212-653-8174, E-mail: BVira@sheppardmullin.com; and

(iii) if to any Lender, to it at its notice address (or fax number) set forth on its signature page hereto or, if not there, then in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient); and notices delivered through electronic communications to the extent provided in paragraph (b) of this Section shall be effective as provided in such paragraph.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including email and Internet and intranet websites) pursuant to procedures set forth in this Agreement or at the electronic email addresses listed in Section 9.01(a) above; provided

that the foregoing shall not apply to notices under Article II to any Lender if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Any notices or other communications to the Administrative Agent or the Borrowers may be delivered or furnished by electronic communications pursuant to procedures approved by the recipient thereof prior thereto; provided that approval of such procedures may be limited or rescinded by any such Person by notice to each other such Person.

(c) Each of the Administrative Agent and the Borrowers may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto. Each Lender may change its address or fax number for notices and other communications hereunder by notice to the Administrative Agent and the Borrowers.

SECTION 9.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the execution and delivery of this Agreement or the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) None of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement in writing entered into by the Borrowers (or, with the consent of the Administrative Agent, the Borrower Representative on behalf of itself and the other Borrowers, in which case the other Borrowers hereby agree to be bound by any such agreement), the Administrative Agent and the Required Lenders and, in the case of any other Loan Document, pursuant to an agreement in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto (provided that the Borrower Representative may enter into any such agreement on behalf of the other Borrowers, in which case the other Borrowers hereby agree to be bound by any such agreement), in each case with the consent of the Required Lenders (provided that the signature page of each Lender to any such agreement shall be on file with the Administrative Agent with a copy thereof provided to the Borrowers) (provided that regardless of whether consent of such Lender is required, the Administrative Agent shall notify each Lender of each such waiver, amendment or modification in writing in advance of such waiver, amendment or modification going into effect); provided that no such agreement shall:

(A) increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.02 or of any Default, mandatory prepayment or mandatory reduction of any Commitment shall not constitute an increase of any Commitment of any Lender);

(B) reduce the principal amount of any Loan or reduce the rate of interest thereon or reduce any fees (including any prepayment fees) payable, without the written consent of each Lender directly and adversely affected thereby; provided that only the consent of the Required

Lenders shall be necessary to waive any obligation of the Borrowers to pay interest at the default rate or change the amount of the default rate specified in Section 2.10(b);

(C) postpone the scheduled maturity date of any Loan, or the date of any scheduled payment of the principal amount of any Loan under Section 2.07, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment affected thereby (it being understood that the waiver of any Default or any mandatory prepayment shall not constitute a postponement, waiver or excuse of any payment of principal, interest, fees or other amounts) without the written consent of each Lender; provided that only the consent of the Required Lenders shall be necessary to waive any obligation of the Borrowers to pay interest at the default rate or change the amount of the default rate specified in Section 2.10(b);

(D) change (x) Section 2.15(b) or 2.15(c) of this Agreement in a manner that would alter the pro rata sharing of payments required thereby or (y) Section 2.15(f) of this Agreement, in each case, without the written consent of each Lender;

(E) change any of the provisions of this Section 9.02 (except as set forth in clause (b)(I), clause (b)(J), clause (b)(K) or clause (b)(L) below) or the percentage set forth in the definition of the term "Required Lenders" or "Required Delayed Draw Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, in each case, without the written consent of each Lender (or each Lender of the applicable Class); provided that, with the consent of the Required Lenders, the provisions of this Section and the definition of the term "Required Lenders" may be amended to include references to any new Class of Loans or Commitments created under this Agreement (or to Lenders extending such Loans or Commitments) on substantially the same basis as the corresponding references relating to the existing Classes of Loans, Commitments or Lenders;

(F) release all or substantially all of the value of the Guarantees provided by the Guarantors (including, in each case, by limiting liability in respect thereof) created under the Guarantee and Collateral Agreement without the written consent of each Lender (except as expressly provided in Section 9.14 or the Guarantee and Collateral Agreement (including any such release by the Administrative Agent in connection with any Disposition of any Subsidiary upon the exercise of remedies under the Security Documents), it being understood that an amendment or other modification of the type of obligations guaranteed under the Guarantee and Collateral Agreement shall not be deemed to be a release or limitation of any Guarantee);

(G) release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender (except as expressly provided in Section 9.14 or the applicable Security Document (including any such release by the Administrative Agent in connection with any Disposition of the Collateral upon the exercise of remedies under the Security Documents), it being understood that an amendment or other modification of the type of obligations secured by the Security Documents shall not be deemed to be a release of the Collateral from the Liens of the Security Documents);

(H) contractually subordinate any of the Secured Obligations in right of payment to any other Indebtedness, or contractually subordinate any of the Liens on Collateral securing the Secured Obligations (in right of security) to any Lien on such Collateral securing any other Indebtedness, in each case, without the prior written consent of each directly and adversely affected Lender;

(I) (i) change or waive any condition precedent in Section 4.03 to any Borrowing of the Delayed Draw Loans, or (ii) after a Borrowing Request to fund Delayed Draw Loans has been received by the Administrative Agent and before any Delayed Draw Loans have been funded, waive any Default or Event of Default, in each case, without the written consent of the Required Delayed Draw Lenders;

(J) postpone the scheduled date of expiration of any Delayed Draw Loan Commitment beyond the Delayed Draw Loan Commitment Termination Date, or modify the definition of "Delayed Draw Loan Commitment Termination Date," in each case, without the written consent of each Delayed Draw Lender;

(K) until the Birch Grove Special Rights Termination Date, (i) amend or modify the definition of "Birch Grove," "Birch Grove Special Rights Termination Date," "Collateral," "Collateral and Guarantee Requirement" or any Security Document, (ii) amend or modify any of Section 5.01, 5.02(a), 5.03, 5.05(a), 5.09, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.08, 6.09, 6.11, 6.14 or 7.01 (including, in each case, but only as to its usage therein, the definition of each capitalized term defined in other provisions of this Agreement or the other Loan Documents), (iii) amend or modify Section 2.19(a), Section 2.19(b), Section 9.20 or the definition of "Eligible Assignee" or "Permitted Holders" in a manner that adversely affects Birch Grove, (iv) waive a Default or Event of Default arising from non-compliance with any of the foregoing provisions unless such Default or Event of Default has been Rectified, or (v) amend or modify this clause (K), in each case, without the prior written consent of Birch Grove; or

(L) amend or modify (i) the definition of "Cloverlay", (ii) Section 2.19(a), Section 2.19(b), Section 9.20 or the definition of "Eligible Assignee" or "Permitted Holders" in a manner that adversely affects Cloverlay or (iii) this clause (L), in each case, without the prior written consent of Cloverlay.

provided, further, that (1) no such agreement shall amend, modify, extend or otherwise affect the rights or obligations of the Administrative Agent without the prior written consent of the Administrative Agent, (2) any amendment, waiver or other modification of this Agreement that by its terms affects the rights or duties under this Agreement of the Lenders of one or more Classes (but not the Lenders of any other Class), including, after the Closing Date, any waiver of any condition precedent set forth in Article IV, may be effected by an agreement or agreements in writing entered into by the Borrower Representative and the requisite number or percentage in interest of each affected Class of Lenders that would be required to consent thereto under this Section 9.02 if such Class of Lenders were the only Class of Lenders hereunder at the time, and (3) in connection with any transaction permitted by Section 2.19, this Agreement and the other Loan Documents may be amended pursuant to an agreement or agreements in writing entered into by the Borrower Representative and the Administrative Agent to add any covenant applicable to Borrowers and/or their Subsidiaries or any other provisions for the benefit of all of the Lenders.

Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement or any other Loan Document shall be required of (x) any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (A), (B) or (C) above and then only in the event such Defaulting Lender shall be affected by such amendment, waiver or other modification or (y) in the case of any amendment, waiver or other modification referred to in the first proviso of this Section 9.02(b), any Lender that receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, waiver or other modification becomes effective and whose Commitments terminate by the terms and upon the effectiveness of such amendment, waiver or other modification.

(c) Notwithstanding any other provision of this Section to the contrary, any provision of this Agreement or any other Loan Document may be amended, without the consent of any Lender (except as expressly set forth in such Sections), in the manner provided in Section 2.19 and Section 9.14, and each Lender hereby expressly authorizes and directs the Administrative Agent to enter into any amendment or other modification of this Agreement or other Loan Documents contemplated by any such Section.

(d) [Reserved].

(e) Notwithstanding any other provision of this Section to the contrary, any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrower Representative and the Administrative Agent to cure any obvious error or any ambiguity, omission, defect or inconsistency of a technical nature.

(f) The Administrative Agent may, but shall have no obligation to, with the written concurrence of any Lender, execute amendments, waivers or other modifications on behalf of such Lender. Any amendment, waiver or other modification effected in accordance with this Section 9.02 shall be binding upon each Person that is at the time thereof a Lender and each Person that subsequently becomes a Lender.

SECTION 9.03. Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent and the Lenders (including the reasonable fees, charges and disbursements of one counsel to the Administrative Agent and the Lenders taken as a whole, any special or regulatory counsel and one local counsel for the Administrative Agent and the Lenders taken as a whole in each relevant jurisdiction that is material to the interests of the Administrative Agent and the Lenders, and solely in the case of an actual or perceived conflict of interest, where the party affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel one additional counsel in each relevant jurisdiction to each group of similarly situated affected parties) in connection with the structuring, arrangement and syndication of the credit facilities provided for herein, as well as the preparation, execution, delivery and administration of this Agreement, the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket expenses incurred by the Administrative Agent, or any Lender, including the fees, charges and disbursements of any counsel for any of the foregoing, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans and (iii) all out-of-pocket expenses incurred by the Administrative Agent in connection with appraisal fees and costs, consultant fees and costs and financial advisory fees and costs.

(b) The Borrowers shall indemnify the Administrative Agent (and any sub-agent thereof) and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee"), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses (including the fees, charges and disbursements of one counsel to all Indemnitees taken as a whole, any special or regulatory counsel and one local counsel for all Indemnitees taken as a whole in each relevant jurisdiction that is material to the interests of the Lenders, and solely in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel one additional counsel in each relevant jurisdiction to each group of similarly situated affected Indemnitees) incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the structuring, arrangement and the syndication of the credit facilities provided for herein, the preparation, execution, delivery and administration of this Agreement, the other Loan Documents or any other agreement or instrument

contemplated hereby or thereby, the performance by the parties to this Agreement or the other Loan Documents of their obligations thereunder or the consummation of the Transactions or any other transactions contemplated thereby, (ii) any Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials on or from any Mortgaged Property or any other property currently or formerly owned or operated by a Loan Party or any of its Subsidiaries, or any other Environmental Liability related in any way to a Loan Party or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and whether initiated against or by any party to this Agreement or any other Loan Document, any Affiliate of any of the foregoing or any third party (and regardless of whether any Indemnitee is a party thereto); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, (y) result from a claim brought by any Borrower against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if such Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, or (z) result from a claim not involving an act or omission of a Borrower and that is brought by an Indemnitee against another Indemnitee (other than against the arranger or the Administrative Agent in their capacities as such). This paragraph shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) To the extent that the Borrowers fail to indefeasibly pay any amount required to be paid by them under paragraph (a) or (b) of this Section to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing (and without limiting their obligation to do so), each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or such sub-agent) in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such subagent) in connection with such capacity. For purposes of this Section, a Lender's "pro rata share" shall be determined based upon its share of the sum of the outstanding Loans and unused Commitments, in each case, at the time (or most recently outstanding and in effect).

(d) To the fullest extent permitted by applicable law, the Borrowers shall not assert, or permit any of their Affiliates or Related Parties to assert, and each hereby waives, any claim against any Indemnitee (i) for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), or (ii) on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof.

(e) All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 9.04. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) none of the Borrowers may assign or otherwise transfer any of its rights or obligations hereunder without the prior

written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by the Borrowers without such consent shall be null and void *ab initio*) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the sub-agents of the Administrative Agent and the Related Parties of any of the Administrative Agent and any Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of:

(A) the Borrower Representative; provided that no consent of the Borrower Representative shall be required (1) for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, (2) for an assignment to any Person that has been approved by the Borrower Representative on or prior to the Closing Date or to such Person's Affiliate and (3) if an Event of Default has occurred and is continuing, for any other assignment; provided further that the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof; and

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment of any Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consents; provided that no such consent of the Borrower Representative shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause (B) shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500, provided that only one such processing and recordation fee shall be payable in the event of simultaneous assignments from any Lender or its Approved Funds to one or more other Approved Funds of such Lender; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent (i) all documentation and other information reasonably determined by the Administrative Agent to

be required by applicable regulatory authorities required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, and (ii) an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain MNPI) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including Federal, State and foreign securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.12, 2.14 and 9.03 and subject to the obligations of Section 9.12). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.04(c).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and records of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and, as to entries pertaining to it, any Lender, at any reasonable time and from time to time upon reasonable prior written notice; provided that, for the avoidance of doubt, a Lender may only inspect the Register with respect to the Loans held by such Lender.

(v) Upon receipt by the Administrative Agent of an Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), any "know your customer" information requested by the Administrative Agent and the processing and recordation fee referred to in this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that the Administrative Agent shall not be required to accept such Assignment and Assumption or so record the information contained therein if the Administrative Agent reasonably believes that such Assignment and Assumption lacks any written consent required by this Section or is otherwise not in proper form, it being acknowledged that the Administrative Agent shall have no duty or obligation (and shall incur no liability) with respect to obtaining (or confirming the receipt) of any such written consent or with respect to the form of (or any defect in) such Assignment and Assumption, any such duty and obligation being solely with the assigning Lender and the assignee. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph, and following such recording, unless otherwise determined by the Administrative Agent (such determination to be made in the sole discretion of the Administrative Agent, which determination may be conditioned on the consent of the assigning Lender and the assignee), shall be effective notwithstanding any defect in the Assignment and Assumption relating thereto. Each assigning Lender and the assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the Administrative Agent that all written consents required by this Section with respect thereto (other than the consent of the Administrative Agent) have been obtained and that such Assignment and Assumption is

otherwise duly completed and in proper form, and each assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the assigning Lender and the Administrative Agent that such assignee is an Eligible Assignee.

(c) (i) Any Lender may, without the consent of the Borrowers or the Administrative Agent, sell participations to one or more Eligible Assignees ("Participants") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and Loans of any Class); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent and, subject to the confidentiality requirements herein, the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Loan Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant or requires the approval of all the Lenders. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.12 and 2.14 (subject to the requirements and limitations therein, including the requirements under Section 2.14(f) and (g) (it being understood that the documentation required under Section 2.14(f) and (g) shall be delivered solely to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (x) shall be subject to the provisions of Sections 2.15 and 2.16 as if it were an assignee under paragraph (b) of this Section and (y) shall not be entitled to receive any greater payment under Section 2.12 or 2.14, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.16(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant shall be subject to Section 2.15(c) as though it were a Lender.

(ii) Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement or any other Loan Document (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments or Loans or its other obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment or Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall

release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) No assignment shall be made to the Loan Parties or any of their Subsidiaries.

(f) Disqualified Institutions. (i) No assignment or participation shall be made to any Person that was a Disqualified Institution as of the date (the "Trade Date") on which the assigning Lender entered into a binding agreement to sell and assign all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower Representative has consented to such assignment in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any assignee that becomes a Disqualified Institution after the applicable Trade Date as a result of delivery of a notice pursuant to, and/or the expiration of the notice period referred to in, the definition of "Disqualified Institution", such assignee shall not retroactively be considered a Disqualified Institution. Any assignment in violation of this clause (f)(i) shall not be void, but the other provisions of this clause (f) shall apply.

(ii) If any assignment or participation is made to any Disqualified Institution without the Borrower Representative's prior written consent in violation of clause (i) above, the Borrowers may upon notice to the applicable Disqualified Institution and the Administrative Agent, (A) terminate the Commitment of such Disqualified Institution and repay all obligations of the Borrowers owing to such Disqualified Institution in connection with such Commitment and/or (B) require such Disqualified Institution to assign, without recourse (in accordance with and subject to the restrictions contained in this Section), all of its interest, rights and obligations under this Agreement to one or more Eligible Assignees at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder and the other Loan Documents; provided that (i) the Borrowers shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 9.04(b) and (ii) such assignment does not conflict with applicable laws.

(iii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Institutions (A) will not (x) have the right to receive information, reports or other materials provided to Lenders by the Borrowers, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any plan of reorganization or plan of liquidation (a "Debtor Relief Plan") pursuant to the Bankruptcy Code of the United States, or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect ("Debtor Relief Laws"), each Disqualified Institution party hereto hereby agrees (1) not to vote on such Debtor Relief Plan, (2) if such Disqualified Institution does vote on such Debtor Relief Plan notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Debtor Relief Plan in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by any bankruptcy court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated. The provisions of Sections 2.12, 2.14, 2.15(e) and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof. The provisions of Section 9.12 shall survive and remain in full force and effect with respect to the Administrative Agent and each Lender until eighteen (18) months following the date that the Administrative Agent or such Lender, respectively, is no longer party to this Agreement.

SECTION 9.06. Signatures; Integration; Effectiveness. This Agreement may be executed and delivered by facsimile, portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign), and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any separate agreements that do not by the terms thereof terminate upon the effectiveness of this Agreement, all of which provisions shall remain in full force and effect). In the event of any conflict or inconsistency between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided further that the inclusion of supplemental rights or remedies in favor of the Administrative Agent or the Lenders in any other Loan Document shall not be deemed a conflict or inconsistency with this Agreement. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of all the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each Affiliate thereof is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or other amounts at any time held and other obligations (in whatever currency) at any time owing by such Lender, or by such an Affiliate, to or for the credit or the account of the Borrowers against any of and all the obligations then due of the Borrowers now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations of the Borrowers are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and each Affiliate thereof under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or Affiliate

may have. Each Lender agrees to notify the Borrower Representative and the Administrative Agent promptly after any such setoff and application; provided that the failure to give notice shall not affect the validity of such setoff and application.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York located in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the Borrowers hereby irrevocably and unconditionally agrees that all claims arising out of or relating to this Agreement or any other Loan Document brought by it or any of its Affiliates shall be brought, and shall be heard and determined, exclusively in such New York State or, to the extent permitted by law, in such Federal court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or any of its properties in the courts of any jurisdiction.

(c) Each of the Borrowers hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Related Parties and financing sources, including accountants, legal counsel and other agents and advisors, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential, (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction relating to the Loan Parties or any of their Subsidiaries and its obligations (it being understood that the DQ List may be disclosed to any assignee or Participant, or prospective assignee or Participant, in reliance on this clause (f)), (g) on a confidential basis to (i) any rating agency in connection with rating the Borrowers or its Subsidiaries or the credit facilities provided for herein or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facilities provided for herein; (h) with the consent of the Borrower Representative; (i) in connection with a Lender's normal fundraising, information or reporting activities, to investors in private investment funds managed by the same manager or an Affiliate of the manager of such Lender; provided that the subject matter of such disclosure is subject to written confidentiality obligations as between such investor and the disclosing party, and in any event excluding any portfolio company, or portfolio company parent/holding company, of such Lender, such manager or any such Affiliate of the manager of such Lender; or (j) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Lender or any Affiliate of any of the foregoing on a nonconfidential basis from a source other than the Borrowers. For purposes of this Section, "Information" means all information received from the Borrowers relating to the Borrowers or any of their Subsidiaries or their businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrowers; provided that, in the case of information received from the Borrowers after the Closing Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. It is agreed that, notwithstanding the restrictions of any prior confidentiality agreement binding on the Administrative Agent, such parties may disclose Information as provided in this Section 9.12.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.14. Release of Liens and Guarantees.

(a) A Guarantor (other than a Borrower) shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Guarantor shall be automatically released, upon the consummation of any transaction permitted by this Agreement as a result of which such Guarantor ceases to be a Subsidiary of a Loan Party; provided that, if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. Upon any sale or other transfer by any Loan Party (other than to the Loan Parties or any of their Subsidiaries) of any Collateral in a transaction permitted under this Agreement, or upon the effectiveness of any written consent to the release of the security interest created under any Security Document in any Collateral pursuant to Section 9.02, the security interests in such Collateral created by the Security Documents shall be automatically released.

(b) In connection with any termination or release pursuant to this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

SECTION 9.15. USA PATRIOT Act Notice. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with such Act.

SECTION 9.16. No Fiduciary Relationship. Each of the Borrowers, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrowers, the other Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Lenders and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Lenders or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Lenders and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrowers and their Affiliates, and none of the Administrative Agent, the Lenders or their Affiliates has any obligation to disclose any of such interests to the Borrowers or any of their Affiliates. To the fullest extent permitted by law, each of the Borrowers hereby waives and releases any claims that it or any of its Affiliates may have against the Administrative Agent, the Lenders and their Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 9.17. Non-Public Information. Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by the Borrowers or the Administrative Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to the Borrowers and the Administrative Agent that (i) it has developed compliance procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including Federal, state and foreign securities laws, and (ii) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including Federal, state and foreign securities laws.

SECTION 9.18. Judgment Currency.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in U.S. Dollars into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction U.S. Dollars could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each party hereto in respect of any sum due to any other party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than U.S. Dollars, be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase U.S. Dollars with the Judgment Currency; if the amount of U.S. Dollars so purchased is less than the sum originally due to the Applicable Creditor in U.S. Dollars, such party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such deficiency. The obligations of the parties contained in this Section shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 9.19. Excluded Swap Obligations.

(a) Notwithstanding any provision of this Agreement or any other Loan Document, no Guarantee by any Guarantor under any Loan Document shall include a Guarantee of any Secured Obligation that, as to such Guarantor, is an Excluded Swap Obligation, and no Collateral provided by any Guarantor shall secure any Secured Obligation that, as to such Guarantor, is an Excluded Swap Obligation. In the event that any payment is made pursuant to any Guarantee by, or any amount is realized from Collateral of, any Guarantor as to which any Secured Obligations are Excluded Swap Obligations, such payment or amount shall be applied to pay the Secured Obligations of such Loan Party as otherwise provided herein and in the other Loan Documents without giving effect to such Excluded Swap Obligations, and each reference in this Agreement or any other Loan Document to the ratable application of such amounts as among the Secured Obligations or any specified portion of the Secured Obligations that would otherwise include such Excluded Swap Obligations shall be deemed so to provide.

(b) Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time to enable each other Loan Party to honor all of its obligations under the Loan Documents in respect of Swap Obligations (subject to the limitations on its Guarantee under the Collateral Agreement). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until its Guarantee under the Collateral Agreement is released. Each Qualified ECP Guarantor intends that this Section shall constitute a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(c) The following terms shall for purposes of this Section have the meanings set forth below:

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § *et seq*.), as amended from time to time, and any successor statute.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, the Guarantee by such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures

Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Guarantor becomes effective with respect to such related Swap Obligation.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 or that otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder at the time such Swap Obligation is incurred (including as a result of the agreement in this Section or any other Guarantee or other support agreement in respect of the obligations of such Guarantor by another Person that constitutes an "eligible contract participant").

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

SECTION 9.20. Publicity. The Administrative Agent, ArrowMark, Birch Grove and Cloverlay may, with the Company's prior written consent, make appropriate announcements of the financial arrangement entered into among the Loan Parties, Administrative Agent and Lenders, including, without limitation, announcements which are commonly known as tombstones, in such publications and to such selected parties as Administrative Agent, ArrowMark, Birch Grove or Cloverlay (as applicable) shall deem appropriate and which have been approved by the Company; provided, if any of the Administrative Agent, ArrowMark, Birch Grove or Cloverlay intends to use the name of the Administrative Agent or any Lender in any such announcement, it shall obtain such Person's prior written consent (not to be unreasonably withheld, conditioned or delayed). The Administrative Agent, ArrowMark, Birch Grove and Cloverlay may, with the Company's prior written consent, include any Loan Party's name and logo in select transaction profiles and client testimonials prepared by Administrative Agent, ArrowMark, Birch Grove or Cloverlay for use in publications, company brochures and other marketing materials of Administrative Agent, ArrowMark, Birch Grove or Cloverlay (as applicable).

SECTION 9.21. Joint and Several Liability of Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by the Lenders, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers to accept joint and several liability for the Loan Document Obligations.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Loan Document Obligations (including any obligations arising under this Section 9.21), it being the intention of the parties hereto that all the Loan Document Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Loan Document Obligations as and when due or to perform any of the Loan Document Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Loan Document Obligation until such time as all of the Loan Document Obligations are paid in full.

(d) The obligations of each Borrower under the provisions of this Section 9.21 constitute the absolute and unconditional, full recourse obligations of such Borrower enforceable against such Borrower

to the full extent of such Borrower's Collateral, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 9.21(d)) or any other circumstances whatsoever.

(e) Except as otherwise expressly provided in this Agreement, each Borrower hereby waives notice of acceptance of its joint and several liability, notice of any Loans, notice of the occurrence of any Default, or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by the Administrative Agent or the Lenders under or in respect of any of the Loan Document Obligations, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement, except as otherwise provided in this Agreement. Each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Loan Document Obligations, the acceptance of any payment of any of the Loan Document Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by the Administrative Agent or the Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by the Administrative Agent or the Lenders in respect of any of the Loan Document Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Loan Document Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of the Administrative Agent or the Lenders with respect to the failure by any Borrower to comply with any of its respective Loan Document Obligations, including, without limitation, any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 9.21 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its obligations under this Section 9.21, it being the intention of each Borrower that, so long as any of the Loan Document Obligations hereunder remain unsatisfied, the obligations of each Borrower under this Section 9.21 shall not be discharged except by performance and then only to the extent of such performance. The obligations of each Borrower under this Section 9.21 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Borrower or the Administrative Agent or any Lender.

(f) Each Borrower represents and warrants to the Administrative Agent and the Lenders that such Borrower is currently informed of the financial condition of the other Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Loan Document Obligations. Each Borrower further represents and warrants to the Administrative Agent and the Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of the other Borrowers' financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Loan Document Obligations.

(g) The provisions of this Section 9.21 are made for the benefit of each Secured Party, and its successors and assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of such Secured Party, or any of its successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Loan Document Obligations hereunder or to elect any other remedy. The provisions of this Section 9.21 shall remain in effect until all of the outstanding Loan Document Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Loan Document Obligations, is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the

insolvency, bankruptcy or reorganization of any Borrower, or otherwise, the provisions of this Section 9.21 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Borrower with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to the Administrative Agent or the Lenders with respect to any of the Loan Document Obligations or any collateral security therefor until such time as all of the outstanding Loan Document Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to any Secured Party hereunder are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Loan Document Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Loan Document Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Loan Document Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor.

(i) Each Borrower hereby agrees that after the occurrence and during the continuance of any Default, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the outstanding Loan Document Obligations shall have been paid in full in cash. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for the Administrative Agent, and such Borrower shall deliver any such amounts to the Administrative Agent for application to the Loan Document Obligations in accordance with this Agreement.

[*Signature pages follow*]

EXHIBIT E

Restructuring Memorandum

Restructuring Memorandum

Pursuant to the *Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 459] (as may be amended, modified, or supplemented from time to time, the "**Plan**"),[1] the Debtors or Reorganized Debtors, as applicable, intend to implement the transactions steps (the "**Transaction Steps**") described below, which will be memorialized in an Issuance, Transfer, Exchange and Redemption Agreement to be entered into by the Debtors or Reorganized Debtors, as applicable, and all of the other parties to the Restructuring Support Agreement, and should be read in conjunction with the Plan. To the extent there is any inconsistency between this Restructuring Memorandum and the Plan, the Plan shall govern.

The Prepetition Agent has formed New Starry Holdings LLC, a Delaware limited liability company ("**New Starry**"), and has made a nominal Cash contribution to New Starry in exchange for 1 unit of common equity (the "**Redeemable New Starry Unit**"), representing all of the issued and outstanding equity interests of New Starry.

On the Effective Date, the following Transaction Steps will occur in the order provided (unless otherwise indicated):

1. *Cancellation of Equity Interests and Contribution of Reorganized Starry Holdings Equity to Starry, Inc.*

    a. The Equity Interests in Starry Holdings are cancelled.

    b. Reorganized Starry Holdings contributes newly issued Reorganized Starry Holdings Equity to Starry, Inc., as a contribution of capital.

2. *Exchange of Prepetition Term Loan Claims*

    a. Starry, Inc. transfers all of the Reorganized Starry Holdings Equity received in Step 1.b to the Holders of Prepetition Term Loan Claims in cancellation of such Prepetition Term Loan Claims.

3. *Rollover Exit Term Loans and New Money Exit Loans*

    a. DIP Facility Claims are converted on a dollar-for-dollar basis into Rollover Exit Term Loans of approximately $81.61 million representing the total amount of accrued DIP Facility Claims as of the Effective Date.

    b. Starry, Inc. borrows not less than $3 million and up to $11 million from the Exit Facility Lenders.

[1] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Plan.

4. *Contributions to New Starry and Redemption of Redeemable New Starry Unit*

   a. The Holders of Prepetition Term Loan Claims contribute the Reorganized Starry Holdings Equity received in Step 2.a to New Starry in exchange for 100% of the New Common Equity, subject to dilution by the Management Incentive Plan.[2]

   b. New Starry redeems the Redeemable New Starry Unit from the Prepetition Agent for Cash in an amount equal to the consideration paid therefor by the Prepetition Agent.

[2] Holders of Rollover Exit Term Loans, New Money Exit Lenders, and Last DIP Portion Lenders shall not receive New Common Equity as previously stated in the Third Plan Supplement, which modification has been consented to by 100% of such parties.

EXHIBIT F

New Organizational Documents

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF STARRY GROUP HOLDINGS, INC.

It is hereby certified that:

1. The present name of the Corporation is Starry Group Holdings, Inc. (the "Corporation"). The date of incorporation of the Corporation is September 17, 2021. The date of filing of the Amended and Restated Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was March 28, 2022 (the "A&R CoI").

2. The Second Amended and Restated Certificate of Incorporation of the Corporation (this "Second A&R CoI") adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL"), further amends, restates and integrates the A&R CoI by striking out Articles I through XIII thereof and substituting in lieu thereof Articles I through X which are set forth in this Second A&R CoI below.

3. In connection with these amendments, effective upon filing of this Second A&R CoI with the Secretary of State of the State of Delaware, all of the shares of capital stock of the Corporation issued and outstanding immediately prior to the filing of this Second A&R CoI shall be cancelled.

4. This Second A&R CoI certified herein has been duly made, executed and acknowledged in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware, pursuant to a plan of reorganization under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), which has been confirmed by Final Order entered on May 26, 2023, of the United States Bankruptcy Court for the District of Delaware, the court having jurisdiction over the Corporation's Chapter 11 case, which order is in effect on the date hereof.

5. This Second A&R CoI shall become effective upon the filing hereof with the Secretary of State of the State of Delaware and shall read as follows:

ARTICLE I.

The name of the corporation is Starry Group Holdings, Inc.

ARTICLE II.

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware, 19801, and the name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL as it now exists or may hereafter be amended and supplemented.

ARTICLE IV.

The total number of shares of capital stock that the Corporation shall have authority to issue is 100,000 shares, consisting of 100,000 shares of common stock having a par value of $0.001 per share.

The Corporation shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in this Second A&R CoI in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

ARTICLE V.

In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in this Second A&R CoI, bylaws of the Corporation (the "Bylaws") may be adopted, amended or repealed by a majority of the board of directors of the Corporation.

ARTICLE VI.

Election of directors need not be by written ballot unless otherwise provided in the by-laws of the Corporation.

ARTICLE VII.

No director of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Any amendment, repeal or modification of this Article VII, or the adoption of any provision of this Second A&R CoI inconsistent with this Article VII, shall not adversely affect any right or protection of a director of the Corporation with respect to any act or omission occurring prior to such amendment, repeal, modification or adoption. If the DGCL is amended after approval by the stockholders of this Article VII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

ARTICLE VIII.

The holders of a majority of the voting power of the issued and outstanding shares of common stock of the Corporation shall have the authority to remove directors of the Corporation at any time, whether for cause or without cause.

ARTICLE IX.

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which the DGCL permits the corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 the DGCL.

Any amendment, repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection of any director, officer or other agent of the corporation existing at the time of such amendment, repeal or modification.

ARTICLE X.

A. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery (the "Chancery Court") of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) and any appellate court thereof shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, stockholder or employee of the Corporation to the Corporation or to the Corporation's stockholders, (iii) any action, suit or proceeding arising pursuant to any provision of the DGCL or the Bylaws or this Second A&R CoI (as either may be amended from time to time), (iv) any action, suit or proceeding as to which the DGCL confers jurisdiction on the Chancery Court, or (v) any action, suit or proceeding asserting a claim against the Corporation or any current or former director, officer or stockholder governed by the internal affairs doctrine. If any action the subject matter of which is within the scope of the immediately preceding sentence is filed in a court other than the courts in the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the state and federal courts in the State of Delaware in connection with any action brought in any such court to enforce the provisions of the immediately preceding sentence and (b) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. Notwithstanding the foregoing, the provisions of this Article X(A) shall not apply to suits brought to enforce any liability or duty created by the Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act or any other claim for which the federal courts of the United States have exclusive jurisdiction.

B. Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

C. For avoidance of doubt, any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article X and each other Article of this Second A&R CoI.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be executed by the undersigned, its duly authorized officer this 31st day of August, 2023 and the foregoing facts stated herein are true and correct.

STARRY GROUP HOLDINGS, INC.

By: DocuSigned by: William Lundregan 2C51C21BBBFA4A8...
Name: William Lundregan
Title: Executive Vice President

AMENDED AND RESTATED
BYLAWS
OF
STARRY GROUP HOLDINGS, INC.
(the "Corporation")

ARTICLE I

Meetings of Stockholders

Section 1.1. Annual Meetings. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors at such date, time and place, if any, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. The Corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The Corporation may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation of the Corporation (the "Certificate of Incorporation") or these bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more

than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.5. Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. Where a separate vote by class or series is required, the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of such class or series shall be necessary and sufficient to constitute a quorum with respect to that matter. In the absence of a quorum, the stockholders so present may, by the affirmative vote of the holders of a majority in voting power of the shares of the Corporation which are present in person or by proxy and entitled to vote thereon, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of the Corporation's capital stock shall neither be entitled to vote nor counted for quorum purposes if such shares belong to (i) the Corporation, (ii) another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation or (iii) any other entity, if a majority of the voting power of such other entity is otherwise controlled, directly or indirectly, by the Corporation; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The authorization of a person to act as proxy may be documented, signed and delivered in accordance with Section 116 of the General Corporation Law of the State of Delaware (the "General Corporation Law") provided that such authorization shall set forth, or be delivered with, information enabling the Corporation to determine the identity of the stockholder granting such authorization. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder

may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot. At all meetings of stockholders for the election of directors at which a quorum is present a plurality of the votes cast shall be sufficient to elect. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless a different or minimum vote is required by the Certificate of Incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or any law or regulation applicable to the Corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the Corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.8. Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which

the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 1.9. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10. Action By Consent of Stockholders. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing or by electronic transmission, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, an officer or agent of the Corporation having custody of the book in which minutes of proceedings of stockholders are recorded, or to an information processing system designated by the Corporation for receiving such consents. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Any such consent delivered to an information processing system designated by the Corporation for receiving such consents must set forth or be delivered with information that enables the Corporation to determine the date of delivery of such consent and the identity of the person giving such consent, and, if such consent is given by a person authorized to act for a stockholder as proxy, such consent must comply with the applicable provisions of Section 212 of the General Corporation Law. Any such consent given by electronic transmission shall be deemed delivered as provided by the General Corporation

Law. Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall, to the extent required by law, be given to those stockholders who have not consented and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

Section 1.11. Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 1.12. Conduct of Meetings. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and

if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II

Board of Directors

Section 2.1. Number; Qualifications. The initial Board of Directors shall consist of six (6) members. Thereafter, the number thereof shall be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2. Election; Resignation; Vacancies. The Board of Directors shall initially consist of the persons named as directors in Exhibit C to the Second Plan Supplement dated May 22, 2023 to the Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc., and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 459] ("Exhibit C"), and each such director shall hold office until the first annual meeting of stockholders or until his or her successor is duly elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors each of whom shall hold office for a term of one year or until his or her successor is duly elected and qualified, subject to such director's earlier death, resignation, disqualification or removal. Any director may resign at any time upon notice to the Corporation. Unless otherwise provided by law or the Certificate of Incorporation, any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 2.4. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 2.6. Quorum; Vote Required for Action. At all meetings of the Board of Directors the directors entitled to cast a majority of the votes of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the Certificate of Incorporation, these bylaws or applicable law otherwise provides, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in their absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Action by Unanimous Consent of Directors. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and any consent may be documented, signed and delivered in any manner permitted by Section 116 of the General Corporation Law. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the board or committee in the same paper or electronic form as the minutes are maintained.

ARTICLE III

Committees

Section 3.1. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

Officers

Section 4.1. Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall elect a President and Secretary, and it may, if it so determines, choose a Chairperson of the Board and a Vice Chairperson of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as it shall from time to time deem necessary or desirable. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon notice to the Corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting. The initial officers of the Corporation shall be as set forth in Exhibit C.

Section 4.2. Powers and Duties of Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.3. Appointing Attorneys and Agents; Voting Securities of Other Entities. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairperson of the Board, the President or any Vice President may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation or other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation or other entity, or to consent in any manner permitted under applicable law, in the name of the Corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such proxies or other instruments as he or she may deem necessary or proper. Any of the rights set forth in this Section 4.3 which may be delegated to an attorney or agent may also be exercised directly by the Chairperson of the Board, the President or the Vice President.

ARTICLE V

Stock

Section 5.1. Certificates. The shares of the Corporation shall be uncertificated, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be represented by certificates. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by any two authorized officers of the Corporation (it being understood that each of the Chairperson of the Board of Directors, the Vice Chairperson of the Board of Directors, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary shall be an authorized officer for such purpose), certifying the number of shares owned by such holder in the Corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Corporation shall initially be December 31, and may be changed by resolution of the Board of Directors.

Section 6.2. Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 6.3. Manner of Notice.

(a) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the General Corporation Law, the Certificate of Incorporation or these bylaws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation. Notice shall be given (i) if mailed, when deposited in the United States mail, postage prepaid, (ii) if delivered by courier service, the earlier of when the notice is received or left at the stockholder's address, or (iii) if given by electronic mail, when directed to such stockholder's electronic mail address (unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the General Corporation Law to be given by electronic transmission). A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files or information. Any notice to stockholders given by the Corporation under any provision of the General Corporation Law, the Certificate of Incorporation or these bylaws provided by means of electronic transmission (other than any such notice given by electronic mail) may only be given in a form consented to by such stockholder, and any such notice by such means of electronic transmission shall be deemed to be given as provided by the General Corporation Law. The terms "electronic mail", "electronic mail address", "electronic signature" and "electronic transmission" as used herein shall have the meanings ascribed thereto in the General Corporation Law.

(b) Except as otherwise provided herein or permitted by applicable law, notices to any director may be in writing and delivered personally or mailed to such director at such director's address appearing on the books of the Corporation, or may be given by telephone or by any means of electronic transmission (including, without limitation, electronic mail) directed to an address for receipt by such director of electronic transmissions appearing on the books of the Corporation.

(c) Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders

given by the Corporation under any provision of applicable law, the Certificate of Incorporation, or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any stockholder who fails to object in writing to the Corporation, within sixty (60) days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 6.3(c), shall be deemed to have consented to receiving such single written notice.

Section 6.4. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

Section 6.5. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

Section 6.6. Electronic Signatures, etc. Any document, including, without limitation, any consent, agreement, certificate or instrument, required by the General Corporation Law, the Certificate of Incorporation or these bylaws to be executed by any officer, director, stockholder, employee or agent of the Corporation may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law. All other contracts, agreements, certificates or instruments to be executed on behalf of the Corporation may be executed using a facsimile or other form of electronic signature to the fullest extent permitted by applicable law.

Section 6.7. Amendment of Bylaws. These bylaws may be altered, amended or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

Section 6.8. Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law, the Certificate of Incorporation or these bylaws (as either may be amended or restated) or as to which the General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware or (iv) any action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware shall, to the fullest extent permitted by law, be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, the federal district court of the State of Delaware. To the

fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 6.8.

Section 6.9. Bankruptcy Restrictions. The Corporation shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (a) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in these Bylaws in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

SECOND AMENDMENT TO
AMENDED AND RESTATED BYLAWS
OF
STARRY, INC.
(the "Corporation")

ADOPTED ON AUGUST 31, 2023

This Second Amendment (this "Amendment") to the Amended and Restated Bylaws of the Corporation, as amended by that certain First Amendment to the Amended and Restated Bylaws of the Corporation (as so amended, the "Bylaws"), has been duly made, executed and acknowledged in accordance with the provisions of Section 303 of the General Corporation Law, pursuant to a plan of reorganization under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), which has been confirmed by Final Order entered on May 26, 2023, of the United States Bankruptcy Court for the District of Delaware, the court having jurisdiction over the Corporation's Chapter 11 case, which order is in effect as of the date hereof.

The Bylaws are amended as follows:

1. The current Section 3.01 is hereby repealed in its entirety and the following Section 3.01 is hereby adopted, agreed and incorporated in its entirety as follows:

> "**Section 3.01 Power; Number; Term of Office**.
>
> The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.
>
> The initial Board of Directors shall consist of six (6) members. Thereafter, the number thereof shall be determined from time to time by resolution of the Board of Directors. The stockholders shall cause such directors to be elected in accordance with the terms of any stockholders' agreement, voting agreement or other agreement among such stockholders with respect to the election of directors (a "***Stockholders' Agreement***"). Each director shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified or until his or her earlier death, resignation or removal.
>
> Unless otherwise provided in the Certificate of Incorporation, directors do not need to be stockholders or residents of the State of Delaware."

Except as otherwise provided in this Amendment, the Bylaws shall remain unmodified and shall continue in full force and effect.

This Amendment may be executed in one or more counterparts, including facsimile signatures (e.g., .pdf files) and digital signatures using digital signature software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Amendment (e.g., DocuSign®), all of which, taken together, shall constitute one and the same instrument and with the same force and effect as if the originally executed copies of this Amendment were delivered to all parties.

[*Signature Page Follows*]

I hereby certify that the forgoing Second Amendment to the Bylaws was duly adopted and effective as of August 31, 2023.

Executed on August 31, 2023.

DocuSigned by:
William Lundregan
2C51C21BBBFA4A8...

By: _____
Name: William Lundregan
Title: Senior Vice President

SECOND AMENDMENT TO
BYLAWS
OF
STARRY INSTALLATION CORP.
(the "Corporation")

ADOPTED ON AUGUST 31, 2023

This Second Amendment (this "Amendment") to the Bylaws of the Corporation, as amended by that certain First Amendment to the Bylaws of the Corporation (as so amended, the "Bylaws"), has been duly made, executed and acknowledged in accordance with the provisions of Section 303 of the General Corporation Law, pursuant to a plan of reorganization under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), which has been confirmed by Final Order entered on May 26, 2023, of the United States Bankruptcy Court for the District of Delaware, the court having jurisdiction over the Corporation's Chapter 11 case, which order is in effect as of the date hereof.

The Bylaws are amended as follows:

1. The current Section 3.2 is hereby repealed in its entirety and the following Section 3.2 is hereby adopted, agreed and incorporated in its entirety as follows:

> "**Section 3.2 Number of Directors**.
>
> The initial Board of Directors shall consist of six (6) members. Thereafter, the number thereof shall be determined from time to time by resolution of the Board of Directors."

Except as otherwise provided in this Amendment, the Bylaws shall remain unmodified and shall continue in full force and effect.

This Amendment may be executed in one or more counterparts, including facsimile signatures (e.g., .pdf files) and digital signatures using digital signature software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Amendment (e.g., DocuSign®), all of which, taken together, shall constitute one and the same instrument and with the same force and effect as if the originally executed copies of this Amendment were delivered to all parties.

[*Signature Page Follows*]

I hereby certify that the forgoing Second Amendment to the Bylaws was duly adopted and effective as of August 31, 2023.

Executed on August 31, 2023.

DocuSigned by:
William Lundregan
2C51C21BBBFA4A8...

By: _____
Name: William Lundregan
Title: President

SECOND AMENDMENT TO
AMENDED & RESTATED BYLAWS
OF
VIBRANT COMPOSITES INC.
(the "Corporation")

ADOPTED ON AUGUST 31, 2023

This Second Amendment (this "Amendment") to the Amended and Restated Bylaws of the Corporation, as amended by that certain First Amendment to the Amended and Restated Bylaws of the Corporation (as so amended, the "Bylaws"), has been duly made, executed and acknowledged in accordance with the provisions of Section 303 of the General Corporation Law, pursuant to a plan of reorganization under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), which has been confirmed by Final Order entered on May 26, 2023, of the United States Bankruptcy Court for the District of Delaware, the court having jurisdiction over the Corporation's Chapter 11 case, which order is in effect as of the date hereof.

The Bylaws are amended as follows:

1. The current Section 3.2 is hereby repealed in its entirety and the following Section 3.2 is hereby adopted, agreed and incorporated in its entirety as follows:

> "**Section 3.2 Number of Directors**.
>
> The initial Board of Directors shall consist of six (6) members. Thereafter, the number thereof shall be determined from time to time by resolution of the Board of Directors, subject to Section 3.4 of these Bylaws. No reduction in the authorized number of directors shall have the effect of removing any director before such director's term of office expires."

Except as otherwise provided in this Amendment, the Bylaws shall remain unmodified and shall continue in full force and effect.

This Amendment may be executed in one or more counterparts, including facsimile signatures (e.g., .pdf files) and digital signatures using digital signature software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Amendment (e.g., DocuSign®), all of which, taken together, shall constitute one and the same instrument and with the same force and effect as if the originally executed copies of this Amendment were delivered to all parties.

[*Signature Page Follows*]

I hereby certify that the forgoing Second Amendment to the Bylaws was duly adopted and effective as of August 31, 2023.

Executed on August 31, 2023.

DocuSigned by:
By: William Lundregan
2C51C21BBBFA4A8...
Name: William Lundregan
Title: President

SECOND AMENDMENT TO
BYLAWS
OF
STARRY FOREIGN HOLDINGS INC.
(the "Corporation")

ADOPTED ON AUGUST 31, 2023

This Second Amendment (this "Amendment") to the Bylaws of the Corporation, as amended by that certain First Amendment to the Bylaws of the Corporation (as so amended, the "Bylaws"), has been duly made, executed and acknowledged in accordance with the provisions of Section 303 of the General Corporation Law, pursuant to a plan of reorganization under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), which has been confirmed by Final Order entered on May 26, 2023, of the United States Bankruptcy Court for the District of Delaware, the court having jurisdiction over the Corporation's Chapter 11 case, which order is in effect as of the date hereof.

The Bylaws are amended as follows:

1. The current Section 2 of Article III is hereby repealed in its entirety and the following Section 2 of Article III is hereby adopted, agreed and incorporated in its entirety as follows:

   "**Section 2 Number, Election and Term of Office**.

   The initial Board of Directors shall consist of six (6) members. Thereafter, the number thereof shall be determined from time to time by resolution of the Board of Directors. The directors shall be elected by the votes of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided."

2. The heading for the current Section 8.12 shall be amended and restated to read as:

   "**ARTICLE VIII**"

3. The heading for the current Article VIII shall be amended and restated to read as:

   "**ARTICLE IX**"

Except as otherwise provided in this Amendment, the Bylaws shall remain unmodified and shall continue in full force and effect.

This Amendment may be executed in one or more counterparts, including facsimile signatures (e.g., .pdf files) and digital signatures using digital signature software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Amendment (e.g., DocuSign®), all of which, taken together, shall constitute one and the same instrument and with the same force and effect as if the originally executed copies of this Amendment were delivered to all parties.

[*Signature Page Follows*]

I hereby certify that the foregoing Second Amendment to the Bylaws was duly adopted and effective as of August 31, 2023.

Executed on August 31, 2023.

DocuSigned by:
By: William Lundregan
2C51C21BBBFA4A8...
Name: William Lundregan
Title: President

SECOND AMENDMENT TO
BYLAWS
OF
STARRY PR INC.
(the "Corporation")

ADOPTED ON AUGUST 31, 2023

This Second Amendment (this "Amendment") to the Bylaws of the Corporation, as amended by that certain First Amendment to the Bylaws of the Corporation (as so amended, the "Bylaws"), has been duly made, executed and acknowledged in accordance with the provisions of Section 303 of the General Corporation Law, pursuant to a plan of reorganization under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), which has been confirmed by Final Order entered on May 26, 2023, of the United States Bankruptcy Court for the District of Delaware, the court having jurisdiction over the Corporation's Chapter 11 case, which order is in effect as of the date hereof.

The Bylaws are amended as follows:

1. The current Section 3.2 is hereby repealed in its entirety and the following Section 3.2 is hereby adopted, agreed and incorporated in its entirety as follows:

> "**Section 3.2 Number of Directors**.
>
> The initial Board of Directors shall consist of six (6) members. Thereafter, the number thereof shall be determined from time to time by resolution of the Board of Directors, subject to Section 3.4 of these bylaws. No reduction in the authorized number of directors shall have the effect of removing any director before such director's term of office expires."

Except as otherwise provided in this Amendment, the Bylaws shall remain unmodified and shall continue in full force and effect.

This Amendment may be executed in one or more counterparts, including facsimile signatures (e.g., .pdf files) and digital signatures using digital signature software that electronically captures, or otherwise allows a signatory to adopt, an identifying mark as such person's signature to this Amendment (e.g., DocuSign®), all of which, taken together, shall constitute one and the same instrument and with the same force and effect as if the originally executed copies of this Amendment were delivered to all parties.

[*Signature Page Follows*]

I hereby certify that the forgoing Second Amendment to the Bylaws was duly adopted and effective as of August 31, 2023.

Executed on August 31, 2023.

DocuSigned by:
By: William Lundregan
2C51C21BBBFA4A8...
Name: William Lundregan
Title: President

EXHIBIT G

New Starry LLC Agreement

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

NEW STARRY HOLDINGS LLC

A DELAWARE LIMITED LIABILITY COMPANY

DATED AS OF AUGUST 31, 2023

THE OWNERSHIP INTERESTS CREATED BY THIS AGREEMENT ARE SUBJECT TO THE TERMS OF THIS AGREEMENT, AS THIS AGREEMENT MAY BE AMENDED OR RESTATED FROM TIME TO TIME. NONE OF SUCH OWNERSHIP INTERESTS NOR ANY UNITS IN WHICH SUCH OWNERSHIP INTERESTS ARE EMBODIED HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. SUCH OWNERSHIP INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER AND EXCEPT IN COMPLIANCE WITH APPLICABLE STATE OR FOREIGN SECURITIES LAWS.

IN ADDITION, THE SALE, TRANSFER OR OTHER DISPOSITION OF THE OWNERSHIP INTERESTS IS FURTHER RESTRICTED AS PROVIDED IN THIS AGREEMENT. PURCHASERS OF SUCH OWNERSHIP INTERESTS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. COPIES OF THIS AGREEMENT ARE ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY.

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THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as it may be amended from time to time in accordance with its terms, this "***Agreement***") dated as of August 31, 2023 (the "***Effective Date***"), of New Starry Holdings LLC, a Delaware limited liability company (the "***Company***"), is entered into among the Persons listed on Schedule II attached hereto or who are otherwise subsequently admitted as members of the Company pursuant to the terms of this Agreement (each such Person, in its capacity as a member of the Company, a "***Member***", and collectively, the "***Members***"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in Annex I attached hereto, which Annex I also includes certain rules of interpretation for this Agreement.

RECITALS

WHEREAS, the Company was organized as a limited liability company under the laws of the State of Delaware on the Commencement Date;

WHEREAS, ArrowMark Agency Services LLC (the "***Original Member***") entered into that certain Limited Liability Company Agreement of the Company, dated as of April 27, 2023 (the "***Original LLC Agreement***");

WHEREAS, on the Effective Date, pursuant to the terms of the ITER Agreement and in accordance with the Plan of Reorganization, the Company is redeeming all of its ownership interests from the Original Member and the Original Member is withdrawing as a member of the Company;

WHEREAS, on the Effective Date, pursuant to the terms of the ITER Agreement and in accordance with the Plan of Reorganization, the Members are contributing all of their ownership interests in Starry Group Holdings, Inc. to the Company in exchange for being admitted as members of the Company and receiving ownership interests in the Company, and in connection therewith the Members desire to amend and restate the Original LLC Agreement in its entirety as set forth herein; and

WHEREAS, immediately following such contribution of ownership interests in Starry Group Holdings, Inc. to the Company, Starry Group Holdings, Inc. will be a wholly-owned Subsidiary of the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

ORGANIZATION

Section 1.1 Formation. The Company was formed upon the execution and filing with the Secretary of State of the State of Delaware of the certificate of formation (as amended or restated from time to time, the "***Certificate***") of the Company on April 27, 2023 (the "***Commencement Date***").

Section 1.2 Name. The name of the Company is "New Starry Holdings LLC" or such other name as the Board may from time to time hereafter designate.

Section 1.3 Purpose. The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the Delaware Act, as such business activities may be determined by the Board from time to time.

Section 1.4 Term. The Company commenced its existence on the Commencement Date and will continue in existence until terminated pursuant to Article VII.

Section 1.5 Principal Office. The principal office of the Company will be located at such place or places inside or outside the State of Delaware as the Board may designate from time to time.

Section 1.6 Registered Office; Registered Agent. The registered office and registered agent of the Company is as set forth in the Certificate. At any time and from time to time, if so authorized by the Board, an officer may designate another registered agent and/or registered office and file an amendment of the Certificate reflecting such change, without the consent of any other Person being required.

Section 1.7 Powers of the Company. Subject to the limitations set forth in this Agreement, the Company possesses and may exercise all of the powers and privileges granted to it by the Delaware Act, by any other law or this Agreement, together with all powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the purposes of the Company set forth in Section 1.3.

Section 1.8 Authorized Person. Mark Summerhays, as an "authorized person" within the meaning of the Delaware Act, has executed and filed with the Delaware Secretary of State the Certificate, and such execution and filing is hereby ratified and approved. Subject to the terms of this Agreement, each officer, or designee thereof, is hereby designated as an "authorized person" within the meaning of the Delaware Act to execute, deliver and file, or to cause the execution, delivery and filing of, any amendments or restatements of the Certificate and any other certificates, notices, statements or other instruments (and any amendments or restatements thereof) necessary or advisable for the registration of the Company or the operation of the Company in all jurisdictions where the Company may elect to do business, but no such amendment or restatement may be executed, delivered or filed unless authorized by the Board.

ARTICLE II

MEMBERS; OWNERSHIP INTERESTS

Section 2.1 Admission and Classification of Members. A Person will be admitted as a member of the Company upon (x) the execution and delivery of this Agreement by such Person or (y) if such Person is to be admitted after the Effective Date, the execution and delivery, and acceptance by the Company, of a joinder to this Agreement in the form attached hereto as Exhibit A. A Person may also be admitted as a member of the Company as provided in Article VIII. For the purpose of attributing certain rights and obligations to a group of Members, as such, under this Agreement, each Member is assigned to one or more classes designated as "***Administrative Member***", "***Non-Administrative Member***" and "***Management Member***" by virtue of the meanings ascribed to such terms in this Agreement. The Register sets forth the name, notice information and classification of each Member as of the Effective Date, and will be updated from time to time to accurately reflect the name, notice information and classification of each then existing Member and each Person who becomes a Member.

Section 2.2 Ownership Interests. The ownership interests of each Member in the Company, which include the right to consent and vote on Company matters, the right to receive information about the Company and other governance rights, and the right to receive distributions of the Company's assets and a share of the Company's profits and losses and other economic rights, are determined by the number and designation of "***Units***" held by such Member. Units may be designated by type, class or series. As of the Effective Date, all Units are designated as "***Class A Common Units***" or "***Class P Common Units***". The Company may also issue such additional types, classes or series of Units as the Board shall determine from

time to time. A holder of a type, class or series of Unit, as such, will have the rights and obligations attributable to such type, class or series of Unit as is set forth in this Agreement.

Section 2.3 Powers of Members. Except for any right that is prescribed by applicable law and may not be waived, the Members have only the power to exercise the rights expressly granted to the Members pursuant to the terms of this Agreement, and the Members hereby waive the power to exercise any other right prescribed by applicable law that may be waived. In exercising their powers, the Members shall act by the voting of Units by written consents in accordance with Section 2.8 and shall otherwise exercise the rights and comply with the obligations of Members as set forth herein. A Member, as such, does not have any power to bind the Company.

Section 2.4 Title to Company Property. All property of the Company, whether real, personal or mixed, tangible or intangible, is deemed to be owned by the Company as an entity, and no Member, individually, has any direct ownership interest in such property.

Section 2.5 No State Law Partnership. The Company does not constitute a partnership (including a limited partnership) or joint venture, and neither any Member nor Manager is a partner or joint venturer of or with any other Member or Manager, for any purposes other than federal and, if applicable, state and local income tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company will be treated as a partnership for federal and, if applicable, state and local income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Section 2.6 Maintenance of Separate Existence. The Company shall do all things necessary to maintain its limited liability company existence separate and apart from the existence of each Member and any Affiliate of any Member (other than the Company itself), including maintaining the Company's books and records on a current basis separate from that of any Affiliate of the Company or any other Person, and shall not comingle the Company's assets with those of any Affiliate of the Company or any other Person.

Section 2.7 Power of Attorney.

(a) Each Member hereby constitutes and appoints a designee of the Board with full power of substitution as his, her or its true and lawful agent and attorney-in-fact, with full power and authority in his, her or its name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices:

(A) all certificates, documents and other instruments (including this Agreement and the Certificate and all amendments or restatements hereof or thereof) that the Board determines to be necessary or appropriate to form, qualify or continue the existence or qualification of the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property;

(B) all certificates, documents and other instruments that the Board determines to be necessary or appropriate to reflect, in accordance with its terms, any amendment, change, modification or restatement of this Agreement pursuant to the terms of this Agreement;

(C) all certificates, documents and other instruments relating to the admission, withdrawal, removal or substitution of any Member or Manager pursuant to, or other events described in, Article II, Article III or Article VII; and

(D) all certificates, documents and other instruments (including agreements, certificates of merger or certificates of conversion) relating to any transaction contemplated by the terms of Article VIII, for which such certificates, documents or instruments are necessary; *provided*, *however*, that prior to execution thereof by a designee of the Board, such Member shall have failed to execute such certificates, documents or instruments pursuant to this clause (D) within five (5) Business Days of its receipt of a written request therefor from Administrator.

(ii) execute, swear to, acknowledge, deliver, file and record all ballots, consents, approvals, waivers, certificates, documents and other instruments that the Board determines to be necessary or appropriate to: (A) make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by the Members hereunder or is consistent with the terms of this Agreement; or (B) effectuate the terms or intent of this Agreement; *provided*, that when required by Section 11.7 or any other provision of this Agreement that requires the approval of certain Members or the holders of a portion or all of one or more types, classes or series of Unit to take any action, the Board may exercise the power of attorney made in this Section 2.7 only after the necessary vote, consent, approval, agreement or other action of the Members or such holders, as applicable.

(b) The foregoing power of attorney (i) is irrevocable and a power coupled with an interest, (ii) will survive and, to the maximum extent permitted by applicable law, not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, Bankruptcy or termination of any Member and the Transfer of all or any portion of such Member's Unitholdings, and (iii) extends to such Member's heirs, successors, assigns and estate or legal representatives.

Section 2.8 Consent of Members.

(a) Except as expressly set forth in this Agreement (including, for the avoidance of doubt, in Section 3.7(c)), no Member is entitled to vote, provide consent or grant approval in respect of any of its Units or otherwise (and, for the avoidance of doubt, each Member waives its right to vote, provide consent or grant approval) (i) on any agreement of merger or consolidation or plan of merger pursuant to Section 18-209(b) of the Delaware Act, or (ii) on any other matter related to the Company on which, but for this waiver, a Member would be entitled to vote, provide consent or grant approval under the Delaware Act or other applicable law.

(b) Subject to Section 3.7(c), with respect to any matter for which the consent of Members as a whole (or a class of Members as a group) is required hereunder or under another written agreement, the written consent of the Members (or such class of Members) holding a majority (or such other threshold as may be specified with respect to such matter) of the Units will be sufficient to approve such matter; *provided*, *however*, that, subject to Section 3.7(c), whenever a vote by Members holding a type, class or series of Units is required for any matter, the written consent of the Members holding a majority (or such other threshold as may be specified herein with respect to such matter) of the Units of such type, class or series will be sufficient to approve such matter. For purposes of the foregoing, two or more types, classes or series of Units are considered a single type, class or series, as the case may be, if the holders thereof are obligated to approve such matter acting as a single type, class or series.

(c) Subject to Section 3.7(c), with respect to any matter for which the consent of Members as a whole (or a class of Members as a group) is required under applicable law and cannot be waived, the written consent of the Members (or class of Members) holding a majority of the Common Units will be sufficient to approve such matter to the extent permitted by applicable law.

Section 2.9 Bankruptcy Restriction. The Company shall not issue non-voting equity securities; *provided*, *however*, that the foregoing restriction shall (a) have no further force or effect beyond that required under Section 1123(a)(6) of the Bankruptcy Code, (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Company, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in this Agreement in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

ARTICLE III

MANAGEMENT OF THE COMPANY; CERTAIN ACTIONS

Section 3.1 Board of Managers.

(a) Management. Management, control and operation of the Company is vested exclusively in, or under the direction of, a board of managers (the "***Board***") established in accordance with the terms of this Agreement. In managing the business and affairs of the Company and in exercising its powers, the Board, or a duly authorized committee thereof created by the Board pursuant to Section 3.3, shall (i) have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it deems necessary or advisable to carry out the purposes of the Company, in each case subject to the terms of this Agreement, and (ii) act by voting at a meeting or by written consent in accordance with Section 3.2, and shall otherwise exercise the rights and comply with the obligations of the Board as set forth herein. The Board may delegate the duties of managing the day-to-day business operations of the Company to other Persons in accordance with Section 3.5.

(b) Composition of Board. As of the Effective Date, the Board will be comprised of the Managers set forth on Schedule I. After the Effective Date, the Board will be comprised of such Managers as Administrator determines from time to time; *provided* that (i) each Major Non-Administrative Member Group will be entitled to designate up to two (2) natural persons as a Manager (each, a "***Major Non-Administrative Manager***"), (ii) one Manager will be the then chief executive officer of the Company (the "***CEO Manager***"), who will automatically, without further action, become the CEO Manager upon the commencement of his or her employment in such position, and (iii) subject to the approval of Administrator and each Major Non-Administrative Member Group (if any), Administrator may designate as a Manager one or more natural persons who are not affiliated with any Member (an "***Independent Manager***"). A Manager (other than the CEO Manager) must be a US-citizen and not a citizen of any other nation.

(c) Voting & Authority. Each Manager is a "manager" of the Company as provided in the Delaware Act. With respect to any matter for which the approval of the Board is required or desired, each Manager will have one (1) vote; *provided*, *however*, that the Manager(s) appointed by Administrator who are not Independent Managers or Executive Managers (each, an "***Administrative Manager***") present to vote on such matter at a meeting of the Board or consenting to such matter in writing will, collectively, have such number of votes as necessary to constitute a majority of the votes necessary to approve such matter, with each Administrative Manager, individually, having an equal (which may be fractional) number of votes. A Manager has the authority to bind the Company only upon direction of the Board. Any Member having a right to appoint a Manager hereunder shall cause such Manager to observe the terms herein that

are applicable to such Manager or the Board. Notwithstanding anything to the contrary contained herein, no consent or approval of a Major Non-Administrative Manager will be required if his or her designating Major Non-Administrative Member Group is no longer entitled to designate a Manager.

(d) Resignation; Withdrawal. A Manager may resign at any time upon written notice to the Board. Such resignation will take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation will be necessary to make it effective. Notwithstanding anything to the contrary contained in the foregoing, the CEO Manager will immediately cease to be a Manager when the CEO Manager is no longer the chief executive officer of the Company. A Manager will no longer have any rights or obligations as a "manager" of the Company upon the resignation, removal or death of such Manager.

(e) Removal. Except with respect to a Major Non-Administrative Manager, any Manager may be removed by consent of the Board, with or without cause, and will be automatically removed upon his or her death or Disability. A Major Non-Administrative Manager may be removed only with the sole consent of its designating Major Non-Administrative Member Group, with or without cause, and will be automatically removed upon his or her death or Disability or, if earlier, at such time as his or her designating Major Non-Administrative Member Group is no longer entitled to designate a Manager.

(f) Compensation. No Manager, as such, is entitled to any compensation for the performance of such Manager's duties as provided hereunder, other than, with respect to an Independent Manager, as may otherwise be provided for in a written agreement with the Company.

(g) Expenses. The Company shall reimburse each Manager for his or her reasonable out-of-pocket expenses (including travel) incurred in connection with (i) the attendance of meetings of the Board or any committee thereof and (ii) conducting any other business of the Company (or any Subsidiary thereof).

Section 3.2 Meetings; Voting; Consent in Lieu of Meeting.

(a) Calling of Meeting. An Administrative Manager may call a meeting of the Board at any time, to be held at such date, time and place as is stated in a notice of meeting delivered to each Manager; *provided*, *however*, that a meeting of the Board shall be called at least once per calendar quarter. The notice of meeting must be given not less than 24 hours before the time of the meeting.

(b) Participation in Meetings by Conference Telephone Permitted. Members of the Board, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all individuals participating in the meeting can hear each other, and participation in a meeting pursuant to this clause (b) constitutes presence in person at such meeting.

(c) Quorum. A quorum must be present for any vote to be taken by the Board at a meeting. At all meetings of the Board, the presence of a majority of the voting power of the entire Board will constitute a quorum for the transaction of business. In case at any meeting of the Board a quorum is not present, the members of the Board that are present may adjourn the meeting until a quorum is present.

(d) Vote Required for Action. The vote of a majority of the Board present at a meeting at which a quorum is present will be the act of the Board unless this Agreement requires a vote of a greater number of Managers or one or more specified Managers.

(e) Consent of Managers in Lieu of Meeting. Any action which may be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by the requisite Managers that would be necessary to authorize or take such action at a meeting at which all Managers were present and voted. A Manager or an authorized officer shall give prompt notice (and, in any event, within three (3) Business Days) of the taking of any company action without a meeting by less than unanimous written consent, and deliver a copy of such written consent therewith, to those Managers who have not consented in writing.

(f) Waiver of Notice of Meetings of the Board. Whenever notice is required to be given under this Section 3.2, a waiver thereof, by the Person entitled to notice, whether before or after the time stated therein, is deemed equivalent to notice. Attendance of an individual at a meeting constitutes a waiver of notice of such meeting, except when the individual attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in any waiver of notice.

Section 3.3 Committees of the Board.

(a) Designation of Committees. The Board may designate one or more committees, each committee to consist of one or more of the Managers; *provided* that, for so long a Major Non-Administrative Member Group is entitled to designate a Manager pursuant to Section 3.1(b), any such committee shall include at least one (1) Major Non-Administrative Manager designated by such Major Non-Administrative Member Group. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, has and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company; *provided*, *however*, no such committee has the power or authority to approve any action or matter expressly required by this Agreement to require the vote of one or more specified Managers.

(b) Committee Rules. Unless the Board otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a directive by the Board or a rule of such committee to the contrary, the presence of a majority of the entire authorized number of members of such committee constitutes a quorum for the transaction of business, and the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present will be the act of such committee, and in all other respects each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Section 3.2.

(c) Waiver of Notice of Meetings of Committees. Whenever notice of a meeting is required to be given under the rules established by a committee, a waiver thereof, by the Person entitled to notice, whether before or after the time stated therein, is deemed equivalent to notice. Attendance of an individual at a meeting constitutes a waiver of notice of such meeting, except when the individual attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the committee need be specified in any waiver of notice.

Section 3.4 Non-Voting Designated Observer.

(a) (x) Each Member Group that (i) includes a Person that was a Member on the Effective Date and (ii) holds at least two and one-half percent (2.5%) of the Class A Common Units outstanding as of the Effective Date, and (y) each other Member Group that holds at least ten percent (10%) of the Class A Common Units then outstanding, in each case, is entitled to have one (1) non-voting observer for its Member Group (each such observer, a "***Designated Observer***") be present at the meetings of the Board (and each committee thereof) (each, a "***Company Governing Body***"), as well as at the meetings of the board of managers, board of directors or similar governing body of all Subsidiaries of the Company (and each committee thereof) (each, a "***Subsidiary Governing Body***"). The Company shall notify each Designated Observer of each meeting of each Company Governing Body and each Subsidiary Governing Body, including the time and place of such meeting, in the same manner and at the same times as the members of such Company Governing Body or Subsidiary Governing Body, as the case may be, are notified.

(b) Until such time as a Member is no longer entitled to appoint a Designated Observer the Company shall (i) provide such Designated Observer with the same access to information concerning the business and operations of the Company and its Subsidiaries, including notes, minutes and consents, at the same times as the members of each Company Governing Body or Subsidiary Governing Body may receive access to such information, (ii) permit such Designated Observer to participate in discussions of the business and affairs of, and consult with, and make proposals and furnish advice to, the Company Governing Bodies and the Subsidiary Governing Bodies, and (iii) provide such Designated Observer with copies of all notices, minutes, consents, and forms of consents in lieu of meetings of the Company Governing Bodies and the Subsidiary Governing Bodies and all other material that the Company or any of its Subsidiaries provides to members of any Company Governing Body or Subsidiary Governing Body as such, in each case at the same time or times as such notices, minutes, consents or forms are issued or circulated by or to, or such other material is provided to, such members; *provided*, that such Designated Observer agrees to hold in confidence and trust all information so provided (and executes and delivers to the Company, upon request, a confidentiality agreement in form reasonably acceptable to the Company that confirms the same).

(c) Notwithstanding anything to the contrary contained in this Section 3.4, the Company reserves the right to withhold any information and to exclude a Designated Observer from any meeting or portion thereof if access to such information, or attendance at such meeting, (i) would, in the good faith opinion of the Company's legal counsel, reasonably be expected to adversely affect the attorney-client privilege between the Company and its legal counsel or (ii) result in a conflict of interest (as determined by the Board in good faith) with such Designated Observer.

Section 3.5 Delegation of Board Authority; Officers.

(a) The Board may appoint, employ, or otherwise engage such other Person(s) for the transaction of the business of the Company or the performance of services for or on behalf of the Company as it shall determine in its discretion. The Board may appoint individuals as officers of the Company and delegate to any such officers or to any other Person such power and authority to act on behalf of the Company as the Board may from time to time deem appropriate in its discretion. Any individual may hold two or more offices of the Company. Each officer shall hold office until his or her successor is designated by the Board or until the earlier of his or her death, resignation or removal. Any officer may resign at any time upon written notice to the Board. Subject to the terms of any written agreement with the Company, any officer may be removed by the Board with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board.

(b) Except as otherwise provided by the Board, when the taking of an action has been authorized by the Board, any officer of the Company or any other Person specifically authorized by the

Board may execute any agreement or document on behalf of the Company and may execute and file on behalf of the Company any amendment to or cancellation of the Certificate, or any certificate of merger or consolidation.

Section 3.6 Subsidiaries. To the extent practicable and legally permissible, the Company shall endeavor to mirror the composition of the board of managers, board of directors or similar governing body of each Subsidiary of the Company (other than Starry Brasil Holding Ltda. and Starry Brasil Provedor de Acesso a Internet Ltda., each of which is organized in Brazil and is in the process of being dissolved) with that of the Board.

Section 3.7 Certain Actions.

(a) The Company shall not, and shall not permit any of its Subsidiaries to, without the written consent of Administrator, in addition to any other vote or consent required by applicable law or this Agreement, initiate or effectuate any Sale of the Company, Public Offering, merger, combination, conversion, consolidation, amalgamation, recapitalization, reorganization or similar transaction.

(b) The Company shall not take or commit to take, and shall cause each Subsidiary of the Company to not take or commit to take (to the extent applicable), any of the following actions without the written consent of each Member, in addition to any other vote or consent required by applicable law or this Agreement:

(i) enter into any material transaction, agreement or arrangement between the Company or any of its Subsidiaries, on the one hand, and a member of the Administrator Group, on the other hand, other than: (A) any transaction, agreement or arrangement to the extent expressly permitted under this Agreement (including, for the avoidance of doubt and subject to compliance with Section 8.6, the issuance of New Interests to a member of the Administrator Group), without giving effect to any subsequent amendment, restatement or other modification unless such amendment, restatement or other modification is approved or consented to in accordance with the terms hereof and thereof; (B) any transaction, agreement or arrangement relating to an Administrative Manager's service as a member of the Board, *provided* that any such transaction, agreement or arrangement is in the ordinary course and on the terms and conditions substantially similar to those applicable to the other members of the Board; (C) the Senior Credit Facility, including executing and delivering the Senior Credit Facility Loan Documents; and (D) the reimbursement by the Company or any of its Subsidiaries of reasonable, out-of-pocket fees, costs and expenses (including reasonable fees and expenses of attorneys, accountants, consultants and advisors) incurred by any Administrative Member in connection with the negotiation and documentation of this Agreement, and any agreement contemplated hereby or otherwise related hereto, and any amendments, restatements or modifications hereof or thereof, and any approvals, consents or waivers hereunder or thereunder; or

(ii) enter into any agreement between the Company or any of its Subsidiaries, on the one hand, and a member of the Administrator Group, on the other hand, involving the payment of any fees (management or otherwise) to any member of the Administrator Group, other than (A) in connection with the Senior Credit Facility, *provided* that such fees are paid to all lenders thereunder pro rata based on their respective commitments, fundings or holdings, and (B) fees paid as reimbursements for out-of-pocket expenses in accordance with the terms of the Senior Credit Facility Loan Documents.

(c) The Company shall not take or commit to take, and shall cause each Subsidiary of the Company to not take or commit to take (to the extent applicable), any of the following actions without

the written consent of each Member that (i) was a Member as of the Effective Date (or a Controlled Affiliate of a Member as of the Effective Date) and (ii) together with its Controlled Affiliates holds at least fifteen percent (15%) of the then outstanding Class A Common Units, in addition to any other vote or consent required by applicable law or this Agreement:

(i) amend, alter, repeal or waive any provision of the Certificate;

(ii) cause or permit a division of the Company;

(iii) change the principal business of the Company or enter a new line of business;

(iv) acquire any Securities or assets of another Person in a single transaction or a series of related transactions for an aggregate purchase price in excess of $10,000,000, taking into account all forms of consideration (including the amount of assumed liabilities, any earn-out or other contingent payment obligation, seller note or other form of deferred purchase price), except as otherwise provided in the Budget;

(v) adopt any incentive equity (including phantom) compensation plan or arrangement other than as expressly contemplated in this Agreement;

(vi) increase the Class P Common Unit Pool, or issue any Class P Common Unit (or Class P Phantom Unit) that results in the total number of Class P Common Units (together with Class P Phantom Units) then outstanding to exceed the Class P Common Unit Pool;

(vii) purchase or redeem any Equity Interests or make or declare any distribution in respect of any Units other than (A) redemptions of Equity Interests as expressly permitted or required herein, (B) distributions in respect of Units in accordance with Section 5.2(b), Section 5.2(d) and Section 7.3, or (C) repurchases of Equity Interests from Management Members in connection with a Separation from Service at the lower of the purchase price paid therefor or the then-current Fair Market Value thereof;

(viii) make any loan or extend any credit to any Person (other than to the Company or to a wholly-owned Subsidiary of the Company), except (A) in the ordinary course of business, (B) to the extent permitted under the Senior Credit Facility Loan Documents, or (C) as provided in the Budget;

(ix) create, or authorize the creation of, or issue, or authorize the issuance of any bonds, debentures, notes or other debt security, or otherwise incur any indebtedness in excess of $25,000,000 in the aggregate (applicable to the Company and its Subsidiaries as a whole), other than (A) trade payables incurred in the ordinary course of business, (B) indebtedness incurred under the Senior Credit Facility, (C) to the extent permitted under the terms of the Senior Credit Facility Loan Documents, (D) as provided in the Budget, or (E) indebtedness which Members were permitted to provide or acquire pursuant to the exercise of their rights under Section 8.6;

(x) guarantee the indebtedness of any Person (other than that of the Company or that of a wholly-owned Subsidiary of the Company), other than (A) in the ordinary course of business, (B) a guarantee of the indebtedness incurred under the Senior Credit Facility, or (C) to the extent permitted under the terms of the Senior Credit Facility Loan Documents;

(xi) pledge all or any portion of the assets of the Company and its Subsidiaries, other than (A) amounts which are immaterial to the Company and its Subsidiaries as a whole, (B) as required to secure the indebtedness incurred under the Senior Credit Facility, (C) to the extent permitted under the terms of the Senior Credit Facility Loan Documents, or (D) up to $10,000,000 in connection with capital leases and purchase money financing, less amounts permitted under the preceding clause (C);

(xii) approve the Budget and any changes thereto;

(xiii) make any change to the employment of, or appoint or terminate, any executive officer, modify the compensation of any such officer or approve the payment of any bonus to any such officer, in each case, except as otherwise contemplated in a written employment agreement or other written agreement of engagement with any such officer entered into in accordance with this Agreement;

(xiv) take any action described in clause (i) of the definition of "Bankruptcy";

(xv) take any action described in clause (i) of the definition of "Liquidation Event," or otherwise to dissolve, liquidate and wind up the Company, in each case, prior to the consummation of a Sale of the Company;

(xvi) cause or permit any reclassification or recapitalization of any Securities of the Company or any of its Subsidiaries by any means (including by merger or consolidation), unless the AS Birch Grove Members and the ArrowMark Members are treated in the same manner with respect to each class of Units owned by them as the other Members holding such same class of Units are treated;

(xvii) make any change in the Company's or any of its Subsidiaries' tax status (including, for the avoidance of doubt, any change that would cause the Company to be treated as anything other than a partnership for U.S. federal and applicable state and local income tax purposes); or

(xviii) cause or permit a Sale of the Company to occur where gross proceeds thereunder are less than $170,000,000.

ARTICLE IV

UNITS

Section 4.1 Issuance and Cancellation of Units. Schedule II sets forth the Unitholdings of each Member as of the Effective Date, which will be amended from time to time as provided herein to accurately reflect the Unitholdings of the Members. After the Effective Date, the Company shall issue to Members such number and such type, class or series of Units as is authorized by the Board. Any Unit that is forfeited by a Member or repurchased by the Company will be cancelled and deemed to be no longer outstanding for all purposes of this Agreement.

Section 4.2 Article 8 Opt-In. Each Unit will constitute a "security" within the meaning of Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware.

Section 4.3 Unit Certificates.

(a) Unitholdings for each Member will be memorialized by book-entry in the books and records of the Company. If the Board so determines in its discretion, Unitholdings (other than Class P Common Units) will be evidenced by one or more certificates, in substantially the form attached hereto as Exhibit C (each, a "***Unit Certificate***"), and upon the issuance of one or more Units to a Member in any instance, the Company shall issue and deliver one or more Unit Certificates evidencing the Unit(s) issued to such Member in such instance.

(b) The Company shall issue a new Unit Certificate in place of any Unit Certificate previously issued and alleged to have been lost, stolen or destroyed if the holder of the Unit(s) evidenced by such previously issued Unit Certificate, as reflected on the books and records of the Company, (x) makes proof by affidavit, in form and substance satisfactory to the Company, that such previously issued Unit Certificate has been lost, stolen or destroyed, and (y) requests the issuance of a new Unit Certificate before the Company has notice that such previously issued Unit Certificate has been acquired by a Transferee in a Transfer permitted by this Agreement.

(c) Upon a Transfer of one or more Units by a Person in accordance with the terms of this Agreement, such Person shall deliver the Unit Certificate(s) evidencing such Transferred Unit(s) to the Company for cancellation (endorsed thereon or endorsed by a separate instrument), and any authorized officer of the Company shall thereupon cause to be issued one or more new Unit Certificates to the transferee of such Units evidencing the Units being so Transferred and, if applicable, cause to be issued to such Transferring Person a new Unit Certificate for the Units evidenced by the canceled Unit Certificate and that are not being transferred; *provided*, *however*, the Company will not be obligated to register the Transfer unless the requirements of Section 8-401 of the Uniform Commercial Code as in effect in the State of Delaware are satisfied.

Section 4.4 Profits Interests Incentive Plan.

(a) The Company may from time to time issue one or more Class P Common Units to a Person in exchange for services performed or to be performed for or on behalf of the Company or one of its Controlled Affiliates by such Person, rather than in exchange for capital contributions made to the Company by such Person. A Class P Common Unit is intended to constitute a "profits interest" within the meaning of IRS Revenue Procedures 93-27 and 2001-43 promulgated by the Internal Revenue Service. Any Member who receives Class P Common Units shall not perform any act or take any position inconsistent with the application of the Revenue Procedures or any future Internal Revenue Service guidance or other Governmental Authority that supplements or supersedes the foregoing Revenue Procedures. The Company shall have no liability for the failure of any Class P Common Unit to qualify as a "profits interest" within the meaning of IRS Revenue Procedures 93-27 and 2001-43. The Company shall issue each Class P Common Unit pursuant to and in accordance with a Plan (if one is established therefor) and an incentive unit agreement, approved by the Board, between the Company and the recipient of such Class P Common Unit (a "***Class P Common Unit Award Agreement***"), which Class P Common Unit Award Agreement will provide for, among other matters, the vesting schedule for such Class P Common Unit, and require that the recipient of the Class P Common Unit being issued thereunder promptly and timely file a valid election under Section 83(b) of the Code with respect to any such Class P Common Units that are subject to vesting (and provide a copy of such election, with evidence of its proper filing, to the Company). At the time of its issuance, the Company shall determine and record on the Register the initial Hurdle Amount applicable to such Class P Common Unit. The Hurdle Amount of each Class P Common Unit may be modified in the discretion of the Board in order to maintain the treatment of the Class P Common Unit as a "profits interest". If not already a Member, a Person will be admitted as a member of the Company upon the execution and delivery of a Class P Common Unit Award Agreement *provided* that such Person

has satisfied all conditions precedent set forth therein to receiving the Class P Common Unit being issued thereunder.

(b) The Company shall treat each holder of Class P Common Units as the owner of such Class P Common Units from the date of grant, and shall file its IRS Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member its distributive share of all items of income, gain, loss, deduction and credit associated with such Class P Common Units as if they were fully vested; *provided* that in the event that a Member's unvested Class P Common Units are forfeited or repurchased, forfeiture allocations like those described in Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(c) may be made (or, if required by applicable final or temporary guidance, will be made). Each holder of Class P Common Units agrees to take into account such distributive share in computing its federal income tax liability for the entire period during which it holds the applicable Class P Common Units. The Company and each holder of Class P Common Units agrees not to claim a deduction (as wages, compensation or otherwise) for the fair market value of such Class P Common Units issued to such holder, either at the time of grant of the Class P Common Units or at the time the Class P Common Units become substantially vested. The undertakings contained in this Section 4.4(b) shall be construed in accordance with IRS Revenue Procedure 2001-43.

(c) This Agreement and any Class P Common Unit Award Agreement to which Class P Common Units are issued shall constitute a "benefit plan" adopted pursuant to Rule 701 promulgated by the SEC under the Securities Act, and the provisions of any such Class P Common Unit Award Agreement relating to the distributions by the Company and allocation of income, gain, loss and deduction and other tax items of the Company, constitute part of the "partnership agreement" of the Company as the term "partnership agreement" is defined in Section 761(c) of the Treasury Regulations §1.704-1(b)(2)(ii)(h).

(d) By executing this Agreement, each Member authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in IRS Notice 2005-43 (the "***IRS Notice***") or in any successor guidance or provision apply to any interest in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Partnership Representative is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Company and, accordingly, that execution of such Safe Harbor election by the Partnership Representative constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. The Company and each Member hereby agrees to comply with all requirements of the Safe Harbor described in the IRS Notice, including the requirement that each Member shall prepare and file all federal income tax returns reporting the income tax effects of each Unit issued by the Company that qualifies for the Safe Harbor in a manner consistent with the requirements of the IRS Notice. The Members also hereby authorize the Board to make any other required changes to this Agreement or make any other filings or elections such that Class P Common Units continue to be treated as "profits interests", so long as such changes or filings do not materially harm Members.

Section 4.5 Phantom Equity Incentive Plan. The Company may from time to time grant a contractual right to receive amounts that are economically equivalent to Distributions made by the Company with respect to Class P Common Units (a "***Class P Phantom Unit***") to a Person (other than a Manager that is not an Independent Manager) in exchange for services performed or to be performed for or on behalf of the Company or one of its Controlled Affiliates by such Person, rather than in exchange for capital contributions made to the Company by such Person; *provided*, that no Class P Phantom Unit will be granted if it would cause the total number of Class P Common Units and Class P Phantom Units then outstanding to exceed the Class P Common Unit Pool. The Company shall issue each Class P Phantom Unit pursuant to and in accordance with a Plan (if one is established therefor) and a phantom unit agreement, approved by the Board, between the Company and the recipient of such Class P Phantom Unit (a "***Class P***

Phantom Unit Award Agreement"), which Class P Phantom Unit Award Agreement will provide for, among other matters, the vesting by the Company of such Class P Phantom Unit. A recipient of a Class P Phantom Unit, as such, is not entitled to any rights as a Member.

ARTICLE V

CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

Section 5.1 Capital Contributions.

(a) Contributions, Generally. Except as otherwise agreed to by a Member and the Company, or as otherwise provided in this Agreement or as required by law, no Member is obligated to make any capital contributions to the Company. Unless expressly provided otherwise, any funds received by the Company on account of the sale and issuance of Units to a Member will constitute a capital contribution made by such Member. All capital contributions to be made to the Company in the form of cash shall be made in U.S. Dollars by check payable to the Company or by wire transfer of immediately available funds to an account designated by the Company for such purpose. Except as otherwise expressly provided herein, no Member (x) is entitled to the return of any portion of its capital contributions, (y) will be paid interest in respect of either its Capital Account balance or any portion of its capital contribution, or (z) will have any personal liability for the return of the capital contribution of any other Member.

(b) Initial Capital Contribution. Each Member has made or is deemed to have made a capital contribution to the Company in the amount set forth opposite such Member's name on the Register under the column titled "Initial Capital Account Balance" (with respect to each Member, the "***Initial Capital Account Balance***").

(c) Additional Capital Contributions. In the event any Member makes additional capital contributions in cash, Securities or other assets, the Register will be updated from time to time to reflect such additional capital contributions.

(d) Member Loans. A loan made by a Member to the Company will not be considered a Capital Contribution. The amount of any such loan will be a debt of the Company to such Member and will be payable in accordance with the terms and conditions upon which such loan is made.

Section 5.2 Distributions.

(a) Distributions, Generally. To the extent permitted under the documentation governing any credit facilities to which the Company or any of its Subsidiaries may be a party (including, without limitation, the Senior Credit Facility Loan Documents), and subject to this Section 5.2, Members are entitled to receive out of any assets of the Company legally available therefor, such distributions of Company assets as the Board determines from time to time in its discretion (each instance, a "***Distribution***"); *provided*, that the Company shall distribute any Available Cash within thirty (30) days.

(b) Tax Distributions & Withholding.

(i) On or before each Tax Distribution Date, to the extent cash is available for the Company to distribute and such distribution would not impair the liquidity of the Company in respect of working capital, capital expenditures, debt service, reserves, or otherwise and would not be prohibited under any credit facility to which the Company or any Subsidiary thereof is a party (all of the foregoing conditions, the "***Tax Distribution Conditions***") (as determined by the Board), the Company shall distribute to each Member from its immediately available funds an amount in

cash equal to such Member's Net Taxable Income Distribution Amount for the most recently completed quarterly tax period (each, a "***Tax Distribution***"). Each Tax Distribution made to a Member will be treated as an advance on Distributions to be made to such Member pursuant to Section 5.2(d) and shall reduce the amount of any other distributions to such Member pursuant to, Section 5.2(d) (including by virtue of clause (iii) of Section 7.3). If the Company has insufficient cash, or is otherwise unable, to fully and timely satisfy its obligation to make a Tax Distribution, then (A) to the extent the Company is then able to satisfy such obligation, it shall timely distribute cash pro rata to the Members based on their respective Net Taxable Income Distribution Amount, and (B) any Distribution of assets thereafter shall first be made on a pro rata basis (according to the amounts that would have been distributed to each Member pursuant to this Section 5.2(b)(i) if available funds (after application of the Tax Distribution Conditions) would have existed in a sufficient amount to make such Tax Distribution in full) to satisfy the remainder of such obligation notwithstanding anything to the contrary contained herein, including Section 5.2(d). For the avoidance of doubt, each Distribution made to satisfy such obligation shall constitute a Tax Distribution. The Board shall be entitled to adjust subsequent Tax Distributions up or down to reflect any variation between its prior estimation of quarterly Tax Distributions and the Tax Distributions that would have been computed under this Section 5.2(b)(i) based on subsequent information. No Tax Distribution shall be made in connection with the liquidation or dissolution of the Company.

(ii) If the Company is required by law, in the sole determination of the Partnership Representative, to pay any tax that is specifically attributable to a Member or former Member (on account of the status of such Member or the status of the direct or indirect equityholders of such Member), including any Imputed Underpayment Amount attributable to a Member or former Member (in the sole determination of the Partnership Representative) or federal or state withholding taxes, personal property taxes, and state unincorporated business taxes or is otherwise required to withhold or make payments to any federal, state, local, or foreign taxing authority with respect to any distribution or allocation by the Company of income or gain to such Member (including withholdings or payments made pursuant to Sections 1446 or 6225 of the Code and allocable to a Member as determined by the Partnership Representative in its sole discretion), then such Member shall indemnify and reimburse the Company for the amount of such tax (including any interest, additions to tax or penalties thereon). The Company may offset Distributions that any Member is otherwise entitled to receive under this Agreement against such Member's indemnification obligation under this Section 5.2(b)(ii) and, to the extent offset, such amount will for all purposes of this Agreement (other than as necessary to maintain Capital Accounts or allocate items of Net Profits or Net Losses) be treated as having been distributed to such Member. Any indemnity payment or reimbursement made pursuant to this Section 5.2(b)(ii) will not be treated as a capital contribution but will, to the extent necessary to maintain proper Capital Accounts, increase a Member's Capital Account balance. Neither the Company nor the Board shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Governmental Authority.

(iii) Each Member shall provide such information, documentation or certification as may be reasonably requested by the Partnership Representative in connection with tax filings in any jurisdiction in which or through which the Company invests, including any information or certification required for the Company (or any other Person in which the Company directly or indirectly invests) to comply with any tax return or information filing requirements or to obtain a reduced rate of, or exemption from, any applicable tax, whether pursuant to the laws of such jurisdiction or an applicable tax treaty. Such information may include information regarding the ultimate beneficial owners of any Member that is a partnership or other flow-through entity for

applicable tax purposes, to the extent necessary for the above-listed objectives. The Company may provide any such information, documentation or certifications to any applicable taxing authority. Any taxes imposed by any jurisdiction as a result of a Member's failure to provide any requested information, documentation or certification will be treated as a withholding payment with respect to such Member for purposes of this Section 5.2(b).

(iv) Each Member shall indemnify and hold harmless the Company and the other Members from and against any Losses incurred by the Company by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member and with respect to any Imputed Underpayment Amount attributable to such Member. Each Member's obligations under this Section 5.2(b) will survive such Member's withdrawal from the Company and any Liquidation Event.

(v) Notwithstanding any provision of this Section 5.2 to the contrary, to the extent a Member would receive a Distribution, during any Taxable Year (or other relevant period), of an amount in excess of the maximum amount that could be distributed to such Member without causing the Member to otherwise recognize gain under Code Section 731(a), then such Distribution will be, to the extent possible, treated as an advance or draw (as described in Treasury Regulations Section 1.731-1(a)(1)(ii)) against such Member's allocations of Net Profits and constituent items of income and gain for the Taxable Year (or other relevant period) in which such distribution is made.

(c) In-Kind Distributions. Except as otherwise provided in this Agreement, any Distribution may be made in cash or in-kind, or partly in cash and partly in kind, as determined by the Board; *provided, however*, that any Distribution made partly in cash and partly in-kind will be made, to the extent practicable, in the same proportion of cash and in-kind to all Members entitled to such Distribution; *provided*, *further*, that subject to an alternative allocation determined by the Board in good faith to give effect to the relative priorities to Distributions to which holders of each type, class or series of Units are entitled, as such, each type of asset that is the subject of an in-kind Distribution will be distributed ratably, to the extent practicable, to each Member based upon the aggregate value of such Distribution to all Members. Notwithstanding anything to the contrary contained herein, if any in-kind Distribution includes Securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such Securities or of any Person as a broker, dealer or agent with respect to such Securities or (y) the imparting to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" (as such term is defined in Regulation D of the Securities Act), then the Company may distribute to such Member in lieu of such Securities an amount in cash equal to the Fair Market Value of such Securities. Notwithstanding anything to the contrary contained herein, if the Company or any of its Subsidiaries is subject to contractual obligations with respect to any Securities issued by a Person other than the Company or any of its Subsidiaries, then the Company will not be obligated to distribute such Securities to any Member unless and until the Company is permitted by the issuer (or Affiliate thereof) of such Securities to distribute such Securities to such Member, which permission may be conditioned on such Member entering into a written agreement with the Company and/or such issuer (or Affiliate thereof) to be bound by the same or substantially similar obligations to which the Company is subject. With respect to the Distribution of Securities of any Subsidiary of the Company, unless the Board determines otherwise, the Members shall enter into an agreement with such Subsidiary which provides for, *mutatis mutandis*, the rights and obligations of the Company and each Member in this Agreement, substituting such Subsidiary for the Company (including, in particular, the rights and obligations contained in Article III and Article VIII). If the Company distributes property in kind that was contributed to the Company (or received in a tax-free exchange for property contributed to the Company), the Company will, to the maximum extent possible, distribute (and be deemed to distribute) such property to the Member who contributed the reference

property, to the extent that such Member is entitled to receive a distribution at such time under the economic priorities set out in this Section 5.2, unless otherwise determined by the Board.

(d) Distributions of Assets. Subject to Section 5.2(c), Section 5.2(e) and Article VII, each Distribution of assets (including cash) of the Company will be made to the holders of Common Units as follows:

(i) to each holder of a Vested Class P Common Unit, an amount equal to the product of (x) the amount of such Distribution and (y) the quotient of (I) the number of Vested Class P Common Units held by such holder at the time of such Distribution divided by (II) the sum of Class A Common Units then outstanding and the Class P Common Unit Pool; and

(ii) the remainder, ratably based upon the number of Class A Common Units held at the time of such Distribution.

(e) Overrides to Distribution Waterfall. Notwithstanding anything to the contrary contained in this Section 5.2: (i) no Distribution will be made pursuant to Section 5.2(d) in respect of any Class P Common Unit until the Hurdle Amount with respect to such Class P Common Unit has been reduced to zero, and all amounts that would have been distributed in respect of each such Class P Common Unit shall instead be distributed in respect of Units to which this clause (i) does not then apply (*i.e.*, such Class P Common Units shall be deemed to be not outstanding for purposes of determining the number of Vested Class P Common Units); (ii) each Distribution will be made in an iterative manner for each dollar distributed, such that, (A) if any Distribution requires an adjustment to the Hurdle Amount in respect of a Class P Common Unit, then the Hurdle Amount will be reduced by a dollar as each dollar of such Distribution is made until the Hurdle Amount is reduced to zero, at which time such Class P Common Unit will no longer be deemed to be not outstanding and will be entitled to receive a portion of the remaining dollars of such Distribution made in respect of Class P Common Units under this Section 5.2, and (B) if any Unvested Class P Common Unit would become a Vested Class P Common Unit immediately after the distribution of a dollar, then such Unvested Class P Common Unit will be treated as a Vested Class P Common Unit (a "***Newly Vested Class P Common Unit***") with respect to the remaining dollars of such Distribution, and such Distribution will be adjusted in the sole discretion of the Board to preserve the economic intent of this Section 5.2 and the vesting criteria of such Class P Common Unit; (iii) beginning immediately after the vesting of a Newly Vested Class P Common Unit, the holder thereof will be entitled to receive catch-up distribution amounts that would otherwise be distributable to Class A Common Units pursuant to clause (ii) of Section 5.2(d) in any concurrent or subsequent Distribution until such time as such holder receives such amount of Distributions (each, a "***Class P Catch-Up Distribution***") on a cumulative basis in respect of such Newly Vested Class P Common Unit as is equal to the amount of Distributions such holder would have received in respect of such Newly Vested Class P Common Unit if such Newly Vested Class P Common Unit had been fully vested at the time it was issued; (iv) if at any time the Company is obligated to make Class P Catch-Up Distributions in respect of more than one Newly Vested Class P Common Unit, then such Class P Catch-Up Distributions will be made to the holders thereof in proportion to the then unpaid Class P Catch-Up Distributions for all such Newly Vested Class P Common Units; and (v) if a Class P Common Unit Award Agreement provides that a Class P Common Unit issued pursuant thereto is entitled to receive a "Special Catch-Up Distribution" after the Hurdle Amount with respect to such Class P Common Unit has been reduced to zero and such Class P Common Unit becomes a Vested Class P Common Unit, then the holder thereof will be entitled to receive catch-up distribution amounts that would otherwise be distributable to holders of Common Units (other than Vested Class P Common Units that have not yet fully received their Special Catch-Up Distributions) pursuant to Section 5.2(d) until such time as such holder receives such amount of Distributions (each, a "***Special Catch-Up Distribution***") on a cumulative basis in respect of such Vested Class P Common Unit as is equal to the amount of Distributions such holder would have received in respect of such Vested Class P Common Unit if such Vested Class P

Common Unit had a Hurdle Amount set forth in such Class P Common Unit Award Agreement with respect to the Special Catch-Up Distributions ("***Special Catch-Up Hurdle Amount***").

ARTICLE VI

CAPITAL ACCOUNTS; ALLOCATION OF PROFITS & LOSSES; OTHER TAX MATTERS

Section 6.1 Capital Accounts. The Company shall maintain a separate capital account (each, a "***Capital Account***") on its books for each Member in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). The Capital Account balance of each Member on the Effective Date shall equal its Initial Capital Account Balance. Notwithstanding anything in this Agreement to the contrary, if any Member has a deficit balance in its Capital Account, such Member shall have no obligation to restore such negative balance or to make any Capital Contributions to the Company by reason thereof, upon liquidation of the Company or otherwise, and such negative balance shall not be considered an asset of the Company or of any Member.

Section 6.2 Allocations of Net Profits and Net Losses.

(a) Allocations, Generally. Except as otherwise provided in this Article VI, Net Profits and Net Losses of the Company for any Taxable Year (including during the period in which the Company is being wound up and liquidated) will be allocated, as of the end of such Taxable Year, as follows:

(i) After giving effect to the special allocations in Section 6.2(b)(iii), (iv) and (v), Net Profits and Net Losses of the Company will be allocated among the Members so as to reduce, proportionately, the difference between their respective Target Capital Account Balances and Partially Adjusted Capital Account Balances as of the end of such Taxable Year.

(ii) Subject to the last sentence of this paragraph, Net Losses allocated pursuant to Section 6.2(a)(i) to any Member will not exceed the maximum amount of Net Losses that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of any Taxable Year. In the event that some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of the allocation of Net Losses pursuant to Section 6.2(a)(i), the limitation set forth in this Section 6.2(a)(ii) will be applied on a Member by Member basis so as to allocate the maximum permissible losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d). If no Member has a positive Adjusted Capital Account Balance, then allocations of Net Losses that create an Adjusted Capital Account Deficit will be permitted and such allocations of Net Losses will be made to the Members in amounts determined by the Board, subject to any requirements of the Code and Treasury Regulations.

(b) Special Allocations.

(i) Any Member Nonrecourse Deductions for any Taxable Year will be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(ii) Nonrecourse Deductions will be allocated to the Members in any manner permitted under the Section 704(b) of the Code and the Treasury Regulations promulgated thereunder and selected by the Partnership Representative.

(iii) Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article VI, if there is a net decrease in Company Minimum Gain during any Taxable Year, each Member will be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated will be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.2(b)(iii) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and will be interpreted consistently therewith.

(iv) Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article VI, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to any Member Nonrecourse Debt during any Taxable Year, each Member who has a share of such Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), will be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated will be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.2(b)(iv) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and will be interpreted consistently therewith.

(v) If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6), then items of Company income and gain will be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, *provided* that an allocation pursuant to this Section 6.2(b)(v) will be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article VI have been tentatively made as if this Section 6.2(b)(v) were not in this Agreement. This paragraph is intended to comply with the qualified income offset requirement in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Members in accordance with their interests in the Company in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) The allocations set forth in this Section 6.2 (the "***Regulatory Allocations***") are intended to comply with certain requirements of Section 704 of the Code and Treasury

Regulations promulgated thereunder and all such provisions will be interpreted in a manner consistent with such requirements (including the ordering rules of Treasury Regulation Section 1.704-2(j)). The Company shall take into account the Regulatory Allocations so that the Net Profits and Net Losses allocated to each Member (after taking into account the Regulatory Allocations, including Regulatory Allocations that are expected to be made in future years) will, to the extent possible, equal the amount of Net Profits and Net Losses that would have been allocated to such Member had no Regulatory Allocations been made.

(c) Other Allocation Rules.

(i) If one or more Members are admitted into the Company during a Taxable Year (or other relevant period), then the Net Profits and Net Losses, and items thereof, allocated to the Members for such Taxable Year will be allocated among the Members using any reasonable convention permitted by Section 706 of the Code and selected by the Partnership Representative. If a Member Transfers any of its Units during a Taxable Year, then the Net Profits and Net Losses for such Taxable Year will be allocated between such Member and its transferee using any reasonable convention permitted by Section 706 of the Code and selected by the Partnership Representative.

(ii) If, and to the extent that, any Member is deemed to recognize any item of income, gain, deduction, or loss as a result of any transaction between the Member and the Company pursuant to Sections 83, 482, 483, 1272-1274, or 7872 of the Code, or a similar provision now or hereafter in effect, then the Company shall use reasonable efforts to allocate the corresponding item of Net Profit or Net Loss to the Member who recognizes such item in order to reflect the Members' economic interest in the Company.

(iii) For purposes of making all allocations, all outstanding Unvested Units shall be deemed to be outstanding Vested Units.

(iv) The Company and the Members acknowledge that allocations like those described in Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) ("***Forfeiture Allocations***") result from the allocations of Net Profit and Net Loss provided for in this Agreement. For the avoidance of doubt, the Company is entitled to make Forfeiture Allocations and, once required by applicable final or temporary guidance, allocations of Net Profit and Net Loss will be made in accordance with Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

(d) Curative Allocations. If the Partnership Representative determines that the allocation of any item of Company income, gain, loss, deduction or credit is not specified in this Section 6.2 (an "unallocated item"), or that the allocation of any item of Company income, gain, loss, deduction or credit hereunder is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulation Section 1.704-1(b) and the factors set forth in Treasury Regulation Section 1.704-1(b)(3)(ii)) (a "misallocated item"), then the Partnership Representative may allocate such unallocated items, or reallocate such misallocated items, to reflect such economic interests; *provided* that no such allocation shall have any effect on the amounts distributable to any Member, including the amounts to be distributed upon the complete liquidation of the Company.

(e) Tax Allocations.

(i) Except as otherwise provided in this Section 6.2(e), all items of Company income, gain, loss, deduction for federal and applicable state and local income tax purposes will be

allocated among the Members in the same manner as they share correlative items of book income, gain, loss or deduction, as the case may be, for the Taxable Year (or other relevant period). Allocations pursuant to this Section 6.2(e) are solely for purposes of federal, state and local income taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses or other items or distributions pursuant to any provision of this Agreement.

(ii) Solely for income tax purposes, income, gain, loss and deduction will be allocated among the Members as required under Section 704(c) of the Code and Treasury Regulations promulgated thereunder so as to take account of any variation between the Company's adjusted basis for federal income tax purposes and its Carrying Value. The Partnership Representative shall make any elections or other decisions relating to allocations under this Section 6.2(e), including the selection of any allocation method permitted under Treasury Regulation Section 1.704-3.

(iii) Tax credits or tax credit recapture will be allocated to the Members in accordance with their interests as determined by the Partnership Representative after taking into account the requirements of applicable law (including the Code and the Treasury Regulations promulgated thereunder).

(iv) If any portion of gain recognized on the disposition of an asset represents "recapture" of previously allocated deductions by virtue of the application of Sections 1245 or 1250 of the Code or any similar provision, such gain shall, to the extent permitted under the Code and the Treasury Regulations, be allocated in accordance with how the previously allocated deductions were allocated.

(v) The liabilities of the Company for tax purposes shall be allocated to the Members in accordance with any manner permitted under Section 752 of the Code and Treasury Regulations promulgated thereunder and selected by the Partnership Representative.

Section 6.3 Compliance with Income Tax Laws. The intent of this Article VI is that the allocation of Net Profits and Net Losses, and items thereof, and corresponding allocation of items of taxable income or loss, will be respected for federal income tax purposes and otherwise comply with the requirements of the Code and the Treasury Regulations. To the extent that the Partnership Representative determines that any allocation may not be so respected or otherwise comply with the Code and the Treasury Regulations, the Company shall make appropriate changes to this Agreement (or, if necessary, to a Member's Capital Account) to ensure that such allocation will be so respected and otherwise comply with the Code and the Treasury Regulations. Notwithstanding the foregoing, this provision shall not entitle the Company to amend or otherwise modify any provision of this Agreement governing Distributions, including those contained in Section 5.2.

Section 6.4 Tax Classification. The Company is classified as a "partnership" for purposes of the Code and for federal and applicable state and local income tax purposes. The Board and the Members shall take all reasonable actions as may reasonably be required in order for the Company to qualify for and receive "partnership" treatment for federal and applicable state and local income tax purposes. Without limiting the foregoing, no Member will (i) elect under Section 761 of the Code or applicable state law to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar state law applicable to the Company, or (ii) file, or cause to be filed, Internal Revenue Service Form 8832 (or such alternative or successor form) to elect to have the Company classified as a corporation for federal income tax purposes.

Section 6.5 Taxable Year. Unless the Partnership Representative establishes otherwise, the taxable year (the "***Taxable Year***") of the Company will be the calendar year, except as otherwise required under the Code, the Treasury Regulations or other applicable laws.

Section 6.6 Partnership Representative.

(a) Administrator is hereby designated the "partnership representative" (the "***Partnership Representative***") of the Company, as provided in Code Section 6223(a), as amended by the Revised Partnership Audit Procedures. If applicable, the Partnership Representative shall appoint a "designated individual" in accordance with the Revised Partnership Audit Procedures.

(b) The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the Company, unless previously authorized to do so in writing by the Partnership Representative, which authorization may be withheld by the Partnership Representative in its sole and absolute discretion. The Partnership Representative shall have discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority. The Company and its Members will be bound by the actions taken by the Partnership Representative.

(c) The Partnership Representative is authorized, but not required (and the Members hereby consent to the Partnership Representative taking the following actions): (i) to elect out of the Revised Partnership Audit Procedures, if available; (ii) to make an election under Section 6226 of the Code (as amended by the Revised Partnership Audit Procedures), if available, and each Member shall cooperate to the extent necessary in the making of any such election; (iii) to enter into any settlement with the IRS with respect to any tax audit or judicial review for the adjustment of partnership items required to be taken into account by a Member or the Company for income tax purposes, and in the settlement agreement the Partnership Representative may expressly state that such agreement shall bind the Company and all Members; (iv) to seek judicial review of any adjustment assessed by the IRS or any other tax authority, including the filing of a petition for readjustment with the Tax Court or the filing of a complaint for refund with the United States Claims Court or the District Court of the United States for the district in which the Company's principal place of business is located; (v) to intervene in any action brought by any other Member for judicial review of a final adjustment; (vi) to file a request for an administrative adjustment with the IRS or other tax authority at any time and, if any part of such request is not allowed by the IRS or other tax authority, to file an appropriate pleading (petition or complaint) for judicial review with respect to such request; (vii) to enter into an agreement with the IRS or other tax authority to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Member for tax purposes, or an item affected by such item; (viii) to take any other action on behalf of the Members of the Company in connection with any tax audit or judicial review proceeding, to the extent permitted by applicable law or regulations; and (ix) to take any other action required or permitted by the Code and the Treasury Regulations in connection with its role as Partnership Representative (other than, for the avoidance of doubt, any election for the Company to be treated as anything other than a partnership for federal income tax purposes unless all preconditions for such an election under this Agreement have been satisfied).

(d) The Partnership Representative shall have discretion to make or revoke any tax election (including under Code Section 754) and determination with respect to accounting principles it deems advisable on behalf of the Company, except as otherwise set forth herein (including, for the avoidance of doubt, the prohibition on making any election for the Company to be treated as anything other

than a partnership for federal income tax purposes unless all preconditions for such an election under this Agreement have been satisfied). Each Member will upon request by the Partnership Representative promptly supply to the Partnership Representative the information necessary to give proper effect to any such election.

(e) Unless otherwise required by law, no Member shall treat any item on such Member's federal, state, foreign or other income tax return in a manner that is inconsistent with the treatment of such item on the Company's tax returns. The Partnership Representative shall have discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority.

(f) Each Member shall (i) take such actions as may be required to effect the designation of the Partnership Representative, (ii) provide any information or take such other actions as may be reasonably requested by the Partnership Representative in order to determine whether any Imputed Underpayment Amount may be modified pursuant to Code Section 6225(c) (or any corresponding or similar provision of state or local law), and (iii) upon the request of the Partnership Representative, file any amended U.S. federal income tax return and pay any tax due in connection with such tax return in accordance with Code Section 6225(c)(2) (or any corresponding or similar provision of state or local tax law). Each Member's obligations under this Section 6.6 will survive such Member's withdrawal from the Company and any Liquidation Event.

(g) The taking of any action and the incurring of any expense by the Partnership Representative in connection with any such audit or proceeding referred to above, except to the extent required by law, is a matter in the sole and absolute discretion of the Partnership Representative and the provisions relating to indemnification of Covered Persons as set forth in this Agreement shall be fully applicable to the Partnership Representative in its capacity as such. In addition, the Partnership Representative shall be entitled to indemnification as set forth in this Agreement for any liability for tax imposed on the Company or the Members under the Revised Partnership Audit Procedures that is collected from the Partnership Representative. If an election under Section 6226 of the Code is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Section 6226(b) of the Code. The current and former Members agree to provide the following information and documentation to the Company and the Partnership Representative: (i) information and documentation to determine and prove eligibility of the Company to elect out of the Revised Partnership Audit Procedures; and (ii) information and documentation to prove payment of the attributable liability under Section 6226 of the Code, as amended by the Revised Partnership Audit Procedures.

Section 6.7 [Reserved].

Section 6.8 Tax Returns. The Company shall direct its tax accounting firm to, as soon as practicable after the end of each Taxable Year, prepare and file all tax returns required of the Company and deliver to each Member such Member's Schedule K-1 (Internal Revenue Service Form 1065, or such alternative or successor form), together with all other applicable state and local tax returns, statements and reports as may be necessary for the Members to complete their respective income tax returns. Each Member shall provide the Company, promptly upon request thereof, with all pertinent information in its possession relating to such Member that is necessary to enable the Company to prepare and file the Company's tax returns. Any balance sheet prepared for any Company tax return will, unless otherwise determined by the Partnership Representative or required under applicable law, be prepared in accordance with the same methods of accounting used to measure Capital Accounts. Unless otherwise required by law, no Member

shall treat any Company item on such Member's federal, state, foreign or other income tax return in a manner that is inconsistent with the treatment of such item on the Company's tax return.

Section 6.9 Tax Restrictions. The Company shall use reasonable commercial efforts to not own any assets or engage in any transaction or other activity, either directly or through one or more Persons in which the Company directly or indirectly invests, that could cause (or create any risk of causing) the Members or any of their direct or indirect equity owners to (a) earn, be allocated or realize any income that is (i) "unrelated business taxable income" within the meanings of Section 512 and Section 514 of the Code, (ii) effectively connected with a "trade or business within the United States" within the meaning of Section 864(b) of the Code or (iii) derived from "commercial activities" within the meaning of Section 892 of the Code, or (b) be treated, either directly or indirectly, as (i) engaged in a "trade or business within the United States" within the meaning of Section 864(b) of the Code, (ii) engaged in any "commercial activity" within the meaning of Section 892 of the Code, or (iii) holding an interest in any "United states real property interest" within the meaning of Section 897(c)(1) of the Code. If the Company or the Board propose to take any action that may cause the Company to engage in any activities that could cause any of the foregoing, the Company shall provide each Member with reasonable advance notice (and in any event within thirty (30) days of obtaining knowledge of the relevant information).

ARTICLE VII

WITHDRAWAL; DISSOLUTION, LIQUIDATION & TERMINATION

Section 7.1 Withdrawal. Except as provided in Article VIII, no Member has the right to withdraw from the Company except with the consent of the Board and upon such terms and conditions as may be agreed between the Board and the withdrawing Member. Upon withdrawal, no Member will be entitled to claim any further or different Distributions, under Section 18-604 of the Delaware Act or otherwise, than as provided by this Agreement.

Section 7.2 Dissolution. The Company will be dissolved upon the first to occur of the following (a "***Liquidation Event***"): (i) the determination of the Board to dissolve the Company; (ii) at such time as the Company has no members, unless the Company is continued in accordance with the Delaware Act; and (iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Delaware Act.

Section 7.3 Liquidation. Upon a Liquidation Event, the Board or one or more Persons it designates will act as liquidator of the Company (the "***Liquidator***"). Promptly following the Liquidation Event, the Liquidator shall, first, pay, satisfy or discharge from the Company's funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the Liquidator may reasonably determine). The Liquidator shall thereafter (i) determine the fair market value (the "***Liquidation FMV***") of the Company's remaining assets (the "***Liquidation Assets***"), (ii) make a final allocation of all items of income, gain, loss and expense in accordance with Section 6.2, (iii) determine the amounts to be distributed to each Member in accordance with Section 5.2(d), and (iv) deliver to each Member a statement (the "***Liquidation Statement***") setting forth the Liquidation FMV and the amounts and recipients of such Distributions, which Liquidation Statement shall be final and binding on all Members (absent manifest error). The Liquidator shall promptly thereafter distribute the Liquidation Assets to the Members in accordance with Section 5.2(d), subject to the terms of Section 5.2(c) and Section 5.2(e).

Section 7.4 Delays in Liquidation. The Liquidator will be provided reasonable time for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to

Section 7.3 in order to minimize any losses otherwise attendant to such winding up and to preserve the value of the Company's assets during the period of dissolution. In the event the Hart-Scott-Rodino Antitrust Improvements Act of 1976 is applicable to any Member, the dissolution of the Company will not be consummated until such time as the applicable waiting period (and extensions thereof) thereunder have expired or have otherwise been terminated with respect to each such Member.

Section 7.5 Liability for Return of Capital Contributions. Any liability to return capital contributions made by Members to the Company is limited to the Company's assets. In the event Distributions made in accordance with Section 7.3 are insufficient to return to any Member the total amount of such Member's capital contributions, such Member hereby waives any and all claims whatsoever, including any claim for additional contributions that it might otherwise have, against any other Member, any Manager, the Liquidator, the Company or any of the Company's agents or representatives by reason thereof.

Section 7.6 Termination. Upon completion of the final Distribution of Liquidation Assets, the Company and this Agreement will terminate, and the Board or the Liquidator shall cause to be filed a certificate of cancellation with the Secretary of State of Delaware and take such other actions as may be necessary to terminate the Company.

ARTICLE VIII

TRANSFERS AND NEW ISSUANCE OF EQUITY INTERESTS

Section 8.1 General; Permitted Transfers.

(a) Transfer of Units, Generally. Except for a Permitted Transfer, Involuntary Transfer or a Transfer of Equity Interests made pursuant to Section 8.2, Section 8.3 or Section 8.5, and subject to clauses (b), (f) and (h) of this Section 8.1 and the terms of any written agreement between the Company and the Transferring Member that was approved by the Board, no Transferring Member is permitted to Transfer any Class P Common Units he, she or it holds to any Transferee without the written consent of the Board. Notwithstanding anything to the contrary contained herein, no Unvested Class P Common Unit is permitted to be Transferred. Subject to compliance with Section 8.2, Section 8.3 and Section 8.4 and clauses (b), (f) and (h) of this Section 8.1, any Transferring Member may Transfer any Class A Common Units he, she or it holds to any Transferee without the consent of the Board or the Company. Any Transfer of Equity Interests that is not in compliance with the terms of this Agreement is void *ab initio*.

(b) Requirements for Transfer. If any Transferee is not a Member, such Person shall, as a condition precedent to receiving any Units in such Transfer (other than pursuant to an Involuntary Transfer), execute and deliver (i) a joinder to this Agreement in the form attached hereto as Exhibit A or such other form as is acceptable to the Board, which joinder will be accepted by the Company provided such Transfer is in compliance with the terms of this Agreement, and (ii) a completed Internal Revenue Service Form W-9 or W-8 (Series), as applicable to such Person's tax status. Upon the Company's request, each Transferring Member shall deliver to the Company a written legal opinion from legal counsel for such Member (which opinion and counsel shall be reasonably satisfactory to the Company) stating, that in the opinion of such counsel, such proposed Transfer does not require registration or qualification of any Equity Interests under the Securities Act or the securities laws of any State of the United States; *provided, however*, that no such opinion is required for a Transfer pursuant to Section 8.2 or Section 8.3, a Permitted Transfer or a Transfer by a Member that is not a Management Member made to a Controlled Affiliate of such Transferring Member. In addition, the Transferring Member (or, if such Transferring Member is a disregarded entity for U.S. federal income tax purposes, the regarded owner of such Transferring Member)

shall provide, if the Transferring Member (or regarded owner, as applicable) is (i) a "United States person" as defined in Section 7701(a)(30) of the Code, a duly executed Internal Revenue Service Form W-9 to the Transferee and the Company or (ii) not a "United States person," written evidence to the Company that is satisfactory to the Board that any applicable withholding tax that may be imposed on such Transfer (including pursuant to Sections 864 and 1446 of the Code) and any related tax returns or forms that are required to be filed, have been, or will be, timely paid and filed, as applicable. A Transferring Member shall reimburse the Company promptly upon request for all reasonable out-of-pocket fees and expenses (including attorneys' fees) incurred by the Company in connection with a Transfer of Equity Interests hereunder.

(c) Admission of Transferee as Member. A permitted non-Member Transferee of one or more Units will be admitted as a Member of the Company upon the consummation of such Transfer. Upon its admission as a Member of the Company, the Transferee will succeed to all of the rights, obligations, assets and liabilities of the Transferring Member to the extent attributable to the Units Transferred to such Transferee. For the avoidance of doubt, no new Member will be entitled to any retroactive allocation of income, gain, loss or deduction incurred by the Company.

(d) Effect of Disposition of Units. Following a Transfer of Units by a Transferring Member to a Transferee permitted hereunder (including an Involuntary Transfer), such Transferring Member will no longer have any of the rights, powers, duties, obligations, preferences or privileges attributable to such Units except for such rights, powers, duties, obligations, preferences or privileges as may be prescribed by applicable law. Except as otherwise expressly provided in this Agreement or another agreement between the Company and such Transferring Member or as otherwise prescribed by applicable law, a Transferring Member will have withdrawn from the Company and will no longer have any rights or obligations as a member of the Company upon the Transfer of all of the Units held by such Transferring Member.

(e) Permitted Transfers. A Transferring Member is permitted to Transfer any of its Vested Class P Common Units without the consent of the Board or any other Member (a "***Permitted Transfer***") if the Transferring Member is a natural person and the Transfer is to be made for bona fide estate planning purposes during the lifetime of the Transferring Member to an Immediate Family Member of the Transferring Member or to any trust, partnership or limited liability company (an "***Estate Entity***"), the interests of which are Controlled by the Transferring Member or an Immediate Family Member of the Transferring Member. The Transferring Member shall deliver to the Company (x) written notice of such Transfer within ten (10) days of its consummation and (y) copies of such documents or instruments memorializing such Transfer as may be reasonably requested by the Company following receipt of such notice. Notwithstanding anything to the contrary contained in this Article VIII, to the extent permitted by applicable law, (x) if the Transferee is a spouse of the Transferring Member, the spouse shall immediately Transfer such Equity Interests back to the Transferring Member at such time as he or she is no longer the spouse of the Transferring Member, (y) if the Transferee is an Estate Entity of the Transferring Member, such Estate Entity shall immediately Transfer such Equity Interests back to the Transferring Member at such time as the Transferring Member or an Immediate Family Member of the Transferring Member no longer Controls the Estate Entity, and (z) if the Transferee is an Immediate Family Member, such Immediate Family Member shall not Transfer such Equity Interests to (A) his or her Immediate Family Members unless such Transfer is to the Transferring Member who Transferred the Equity Interests to the Transferee or (B) to an Estate Entity unless such Estate Entity is Controlled by such Immediate Family Member and/or the Transferring Member who Transferred the Equity Interests to the Transferee.

(f) Prohibited Transfers. Notwithstanding anything to the contrary contained in this Agreement, no Member shall Transfer any Equity Interests to any Competing Business without the written consent of the Board and a Transfer of Equity Interests by a Member will be void *ab initio* if such Transfer

would (i) result in the Company being treated as a "publicly traded partnership" under Section 7704 of the Code (including pursuant to the look-through rule in Treasury Regulations Section 1.7704-1(h)(3)), cause the Company to lose its status as a partnership for federal income tax purposes, or otherwise materially and adversely affect the tax treatment of the Company, (ii) cause the Company to be required to register as an "Investment Company" under the U.S. Investment Company Act of 1940, as amended, (iii) cause the Company to be treated as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended, (iv) violate any federal or state securities laws applicable to the Company or to the Equity Interests being Transferred, (v) cause the Company or any of its Subsidiaries to be in violation of the Communications Act, or (vi) would result in the Company being in violation of any applicable laws or would otherwise have a material adverse effect on the Company or its business. In order to permit the Company to qualify for the benefit of a "safe harbor" under Section 7704 of the Code, notwithstanding anything to the contrary in this Agreement, no Transfer, or issuance, of any Equity Interests or other economic interest in the Company shall be permitted or recognized by the Company or the Board (within the meaning of Regulation Section 1.7704-1(d)) if and to the extent that such Transfer would cause the Company to have more than 100 partners (within the meaning of Regulation Section 1.7704-1(h), including the look-through rule in Regulation Section 1.7704-1(h)(3)).

(g) No Avoidance through Indirect Transfers. Each Member that is not a natural person that was formed for the sole purpose of holding Equity Interests or that has no substantial assets other than Equity Interests or interests in Equity Interests (i) will not permit (and will cause any entities Controlling such Member to not permit) the Securities of such Member and the Securities of any entities Controlling such Member to be Transferred to any Person (whether by sale, merger, consolidation, amalgamation, operation of law or otherwise) except in accordance with the terms of this Agreement, treating such Securities as Equity Interests for such purposes, (ii) will not issue Securities if the intent thereof is to avoid the application of the foregoing clause (i), and (iii) will cause certificates or other instruments evidencing such Securities to reference the restrictions contained in this Agreement with respect to the Transfer of Equity Interests as if such Securities were Equity Interests.

(h) Compliance with Communications Act. Notwithstanding anything to the contrary contained in this Agreement, each Member shall provide the Company with at least forty-five (45) days' prior written notice of any proposed Transfer of Equity Interests (including a Permitted Transfer), which notice (a "***Transfer Notice***") shall include the identity of the Transferee(s) thereof and the amount of Equity Interests that is the subject of such Transfer, and be accompanied by (i) a duly completed survey (the "***Foreign Ownership Survey***"), in form and substance reasonably acceptable to the Company, that includes information sufficient to permit the Company and its advisors to determine in good faith the direct and indirect foreign ownership of such Equity Interests on a *pro forma* basis after giving effect to such Transfer, and (ii) a written certification from the Transferee that such Foreign Ownership Survey is, to the Transferee's best knowledge, accurate and complete in all material respects, *provided* that such certification may rely upon and assume the accuracy and completeness of all information furnished to the Transferee by Persons holding direct or indirect ownership interests in the Transferee. Promptly after receipt of a Transfer Notice, the Company shall notify each Member only that it has received a Transfer Notice (without revealing any details of the contents therein) and remind each Member of its obligations under this Section 8.1(h). Each Member shall promptly (but no more than ten (10) Business Days after receipt of the Company's notice) complete and deliver to the Company the Foreign Ownership Survey to permit the Company and its advisors to determine in good faith the direct and indirect foreign ownership of the Equity Interests held by such Member, and thereby the direct and indirect foreign ownership of the Company on a *pro forma* basis after giving effect to such Transfer, together with a written certification from such Member that such Foreign Ownership Survey is, to such Member's best knowledge, accurate and complete in all material respects, *provided* that such certification may rely upon and assume the accuracy and completeness of all information furnished to such Member by Persons holding direct or indirect ownership interests in such Member. Promptly upon receipt of sufficient information from the Members to permit the Company

and its advisors to determine in good faith that the consummation of the proposed Transfer of Equity Interests described in a Transfer Notice would not cause the Company or any of its Subsidiaries to violate the Communications Act, the Company shall notify the Transferring Member that it is not prohibited from consummating such Transfer under this Section 8.1(h). If, on the other hand, the Company and its advisors determine in good faith that such Transfer will cause the Company or any of its Subsidiaries to violate the Communications Act, including the foreign ownership restrictions in Section 310(b) thereof, then the proposed Transfer of Equity Interests described in such Transfer Notice will be prohibited and the Company shall notify the Transferring Member promptly after making such determination; *provided*, *however*, that any such Transferring Member shall have the right to request in writing that the Company file a petition for declaratory ruling (a "***PDR***") at the FCC seeking the FCC's consent to exceed the relevant thresholds of foreign ownership set forth in Section 310(b) of the Communications Act. The Company shall consider any such request for the filing of a PDR and either accept or reject in writing such request no later than ten (10) Business Days after receipt of the written request to file a PDR. If the Company agrees to prepare and file a PDR at such Transferring Member's request, then the Transferring Member shall agree in writing to reimburse the Company for all reasonable, out-of-pocket attorneys' fees incurred by the Company in pursuing grant of such PDR whether such PDR is granted or rejected by the FCC. If the Company declines to prepare and file a PDR at such Transferring Member's request, then the proposed Transfer of Equity Interests described in the Transfer Notice that formed the basis of the request for the PDR will be prohibited and the Company shall notify the Transferring Member promptly after making such determination.

Section 8.2 Sale of the Company.

(a) Approval Rights. If either the Board (including an Administrative Manager) and Administrator (acting together) or Administrator (independent of the Board) desire to effectuate a Sale of the Company, no Member or Manager shall raise objections against, or otherwise hinder, impede, delay or take any action that could cause any adverse effect whatsoever on, such Sale of the Company, *provided* that all applicable conditions set forth herein to such Sale of the Company are satisfied or otherwise duly waived in accordance with this Agreement. Each Member grants to the Board and Administrator acting together, or Administrator acting alone, as the case may be, the sole right to approve a Sale of the Company, and, subject to applicable law, none of the other Members, collectively or independently, have any right to approve a Sale of the Company. Administrator shall, in its sole discretion, determine whether to pursue, consummate, postpone or abandon any Sale of the Company and the terms and conditions thereof, and no member of the Administrator Group shall have any liability to any Member arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or the terms and conditions of any such Sale of the Company. If any Non-Administrative Member fails to comply with the terms of this Section 8.2 with respect to a Sale of the Company, such Member, to the maximum extent permitted by applicable law: (i) will not be entitled to the consideration that such Member would otherwise receive in connection with the Sale of the Company unless and until such failure is cured (*provided* that, after curing such failure, such Member will be so entitled to such consideration without interest); and (ii) will be deemed, for all purposes, to have only the rights granted to a Transferee of an Involuntary Transfer of all of its Equity Interests under Section 8.5(a) as if such Transferee is not a party to this Agreement.

(b) Notice. If the cooperation or participation of any Non-Administrative Member is necessary to effectuate a Sale of the Company, then the Company shall, at least thirty (30) days prior to the consummation of such Sale of the Company, deliver written notice (an "***Approved Sale Notice***") to each Non-Administrative Member of the material terms and conditions of such Sale of the Company, which notice must include a copy of the acquisition agreement (or similar instrument of Transfer), including all exhibits and schedules thereto, memorializing such Sale of the Company.

(c) Obligations. In connection with such Sale of the Company, each Non-Administrative Member shall take the following actions, in each case, as the Company may request from

time to time: (i) with respect to an Equity Sale, agree to Transfer in such Equity Sale all of the Equity Interests held by such Member as the Company requests; *provided*, if less than all outstanding Class A Common Units are being Transferred in such Equity Sale, then such Member will not be obligated to Transfer an amount of Class A Common Units that exceeds its Pro Rata Share of the number of Class A Common Units it holds; (ii) deliver to the Company or its designee any certificates representing the Equity Interests such Member has agreed to sell, duly endorsed for Transfer (and free and clear of impermissible liens, claims and encumbrances thereon); (iii) execute and deliver all related documentation and take such other action in support of such Sale of the Company as shall reasonably be requested in order to consummate such Sale of the Company, including instruments of conveyance and transfer and any equity purchase agreement, merger agreement, agreement among equityholders, indemnity agreement, contribution agreement, escrow agreement, consent, waiver, governmental filing, and any similar or related documents; (iv) approve or vote in favor of such Sale of the Company to the extent entitled to approve or vote thereon under any applicable laws; (v) refrain from exercising, and if requested, waive or confirm in writing the waiver of, any dissenters' rights or rights of appraisal available under applicable law at any time with respect to such Sale of the Company; (vi) waive and release any and all claims (including claims for breach of any duty arising out of or related to such Sale of the Company, such as with respect to fairness of the transaction, purchase price, or the sales process or timing of the transaction) against the Company and its Affiliates, Members, Managers, employees and other specified related parties, including each member of the Administrator Group, in connection with such Sale of the Company (other than a claim to receive the portion of the sale consideration to which such Member is entitled hereunder); and (vii) if a Management Member, attend management presentations and provide information regarding the business of the Company and its Subsidiaries upon reasonable request thereof from potential acquiror(s), and otherwise facilitate the sale process to consummate such Sale of the Company. For the avoidance of doubt, the obligations of the Members under this Section 8.2(c) will not in any manner be limited or otherwise affected by the amount, nature, form or terms of the consideration to be paid in any Sale of the Company, even if such Sale of the Company results in no consideration being paid or payable to such Member.

Section 8.3 Tag-Along Sale.

(a) Tag-Along Notice. Administrator shall, at least thirty (30) days prior to the consummation of a Transfer of Equity Interests by an Administrative Member (a "***Tag-Along Sale***"), deliver written notice (a "***Tag-Along Notice***") to each Non-Administrative Member of the material terms and conditions of such proposed Tag-Along Sale, including the Implied Total Consideration of such Tag-Along Sale, the amount of each type, class and series of Equity Interests being sold, and the Implied Value of each type, class and series of Equity Interests then outstanding. Each Non-Administrative Member holding Common Units will have the right, but not an obligation, to sell up to such Member's Pro Rata Share of the number of Common Units (excluding Unvested Common Units) it holds; *provided*, that if such Member holds any Class P Common Units, such Member shall include in such Tag-Along Sale all Common Units of every other class before including any Class P Common Units, and shall sell an aggregate number of Common Units having value equivalent to (as nearly as possible without exceeding) such Member's Pro Rata Share of the Implied Value of the Common Units it holds; *provided*, *further*, that the Company shall, if requested by Administrator, reclassify any Class P Common Units included in such Tag-Along Sale as Class A Common Units. If a Non-Administrative Member holding Class A Common Units desires to participate in such Tag-Along Sale, then it must, within ten (10) days after receiving a Tag-Along Notice, notify the Company and Administrator in writing of the amount of each type, class and series of Equity Interests that such Non-Administrative Member elects to sell in such Tag-Along Sale. Such notice is irrevocable and constitutes a binding commitment of such Non-Administrative Member to sell such Equity Interests, subject to clause (b) below, and no Non-Administrative Member will be entitled to participate in such Tag-Along Sale if it fails to timely deliver such notice.

(b) Consummation of Sale. Upon the request of Administrator, each Non-Administrative Member shall agree to sell, directly or indirectly, to the Transferee(s) of such Tag-Along Sale the Equity Interests such Non-Administrative Member committed to sell in connection therewith, and shall comply with clauses (ii) through (vii) of Section 8.2(c) with respect thereof (to the extent applicable), *provided* that the terms and conditions of such sale are no less favorable in any material respect to such Non-Administrative Member than the terms and conditions set forth in the related Tag-Along Notice. An Administrative Member shall not consummate such Tag-Along Sale unless, with respect to each Non-Administrative Member that has fully complied with its obligations in the preceding sentence, all of the Equity Interests such Non-Administrative Member has agreed to sell are acquired. Such Administrative Member shall have ninety (90) days (or such longer period as is necessary to obtain any required regulatory approvals) from the date of the Tag-Along Notice to consummate the sale of the Equity Interests as described in the Tag-Along Notice. If at the end of such period such Administrative Member has not consummated such Tag-Along Sale, then such Administrative Member may not then effect a sale of Equity Interests subject to this Section 8.3**Error! Reference source not found.** without Administrator and such Administrative Member again fully complying with the provisions of this Section 8.3.

(c) Exempt Transfers. Notwithstanding anything to the contrary contained herein, (i) no party hereto will have any rights or obligations under this Section 8.3 in connection with an Exempt Transfer, and (ii) no AS Birch Grove Member nor any transferee of Class A Common Units therefrom (but solely as to such Transferred Units) will have rights or obligations under this Section 8.3 with respect to a Tag-Along Sale of Class A Common Units held by an ArrowMark Member unless (and only to the extent) such Tag-Along Sale includes a Transfer of Non-Exempt ArrowMark Units.

Section 8.4 Conditions to a Sale of the Company.

(a) Valuation of Consideration. If all or any portion of the aggregate consideration to be paid by the acquiror(s) in connection with a Sale of the Company (the "***Sale Consideration***") is other than cash or other than Securities for which a value has been fixed pursuant to the instrument of Transfer, then the value of such consideration will be its Fair Market Value.

(b) Treatment of Contingent Consideration. If any portion of the Sale Consideration is payable subject to contingencies (including amounts placed into escrow) ("***Contingent Consideration***"), then each Member will be entitled to receive (x) at such time as the portion of such Sale Consideration that is not subject to contingencies (the "***Definitive Consideration***") is payable, such amount of such Definitive Consideration as such holder would be entitled to receive in accordance with Section 8.2 or Section 8.3, as the case may be, as if such Definitive Consideration was the only consideration payable in connection with such Sale of the Company, and (y) at such time as any Contingent Consideration is payable, such amount of such Contingent Consideration as would equal the difference between (A) the amount of Sale Consideration such Member would have otherwise been entitled to receive if such Contingent Consideration was included in Definitive Consideration and (B) the amount of Definitive Consideration such Member has received (or will receive) pursuant to clause (x) of this sentence plus any portion of the Contingent Consideration that such Member has already received. Post-closing purchase price adjustments will be deemed to be either Definitive Consideration or Contingent Consideration as determined in good faith by the Board, *provided* that customary adjustments, such as for net working capital, will be deemed to be Definitive Consideration if such adjustments are reasonably expected to be completed within one hundred eighty days (180) of consummation of such Sale of the Company.

(c) Allocation and Apportionment of Consideration. Notwithstanding anything to the contrary contained herein, in no event may a Sale of the Company be consummated unless all of the following conditions are satisfied and, if one or more of such conditions is not so satisfied, each Member materially and adversely affected thereby has waived such condition with respect to itself: (i) the Sale

Consideration will be apportioned among all of the Members so that the value of the total consideration to be received by each Member on account of such Sale of the Company will equal, as nearly as possible as determined in good faith by the Board, the amount of the hypothetical Distribution each such Member would receive if all of the assets of the Company had been sold for a purchase price equal to the Sale Consideration, all of the liabilities of the Company for borrowed money and otherwise customarily deducted from consideration payable to equityholders had been satisfied, and the Company was thereafter immediately liquidated in accordance with Section 7.3; and (ii) each Member will be entitled to receive (unless such Member elects otherwise), to the extent practicable, consideration in the same form (i.e., cash, Securities or other property) and, if consisting of more than one form of consideration, then in the same proportion as to each form (subject to an alternative allocation determined by the Board in good faith to give effect to the relative priorities to Distributions to which holders of each type, class or series of Units are entitled), as each other Member is entitled to receive. Notwithstanding anything to the contrary contained in the preceding sentence: (w) one or more Management Members may be entitled to receive additional consideration (*i.e.*, not constituting Sale Consideration) in the form of salary, bonus or other compensation for services to be rendered for entering into employment agreements or similar arrangements in favor of an acquiror; (x) one or more Management Members (as opposed to any other class of Members) may be afforded the right to elect to receive Securities of the acquiror or any of its Affiliates in lieu of cash or other forms of consideration being paid to other Members; (y) except with respect to Management Members, any holder of a type, class or series of Unit, as such, may be afforded the right to elect to receive Securities of the acquiror or any of its Affiliates, *provided* (A) such right is made available to each holder of such type, class or series of Unit, as such, and (B) each such holder is entitled to receive Securities of the same form and in such amount as would result in such holders receiving the same value per Unit as of the closing of such Sale of the Company; and (z) if the receipt by a Member of Securities as consideration in a Sale of the Company would require under applicable law (A) the registration or qualification of such Securities or of any Person as a broker or dealer or agent with respect to such Securities or (B) the imparting to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" (as such term is defined in Regulation D of the Securities Act), then such Member may be paid in lieu of such Securities an amount in cash equal to the value of such Securities as set forth in the instrument of Transfer, or the Fair Market Value of such Securities if no such value is set forth therein.

(d) Limitations on Liability. Notwithstanding anything to the contrary contained herein, in no event may a Sale of the Company be consummated unless all of the following conditions are satisfied and, if one or more of such conditions is not so satisfied, each Member materially and adversely affected thereby has waived such condition with respect to itself: (i) no Member will be liable for the breach of any representation, warranty or covenant made by any Person other than itself, the Company or one or more of its Subsidiaries or any representative or agent appointed to act on behalf of all Members; (ii) no Member will be required to make any representation or warranty other than customary representations and warranties as to himself, herself or itself and the Equity Interests such Member purports to own, which may include representations and warranties as to authority, ownership, enforceability, the ability to convey title to such Equity Interests, third party consents and notices required of such Member, Legal Proceedings affecting such Member, and such Member's obligations (if any) to compensate third parties in connection with such Equity Sale; (iii) all representations, warranties, covenants and indemnities shall be made by each Member severally and not jointly; (iv) other than a Management Member and such Management Member's Controlled Affiliates, no Member nor such Member's Controlled Affiliates (including, portfolio companies if a private investment fund) will be subject to a covenant not to compete; (v) no portfolio company of a Member that is, or is a Controlled Affiliate of, a private investment fund will be subject to a covenant not to solicit or a covenant not to hire; (vi) no Member's liability for the breach of any representation, warranty or covenant made by the Company or one or more of its Subsidiaries or any representative or agent appointed to act on behalf of all Members will exceed such Member's pro rata share of losses arising therefrom, based on the value of the consideration paid to such Member and the value of

the aggregate consideration paid to all Members; and (vii) no Member's aggregate liability resulting from such Sale of the Company will exceed the value of the consideration paid to it, except with respect to claims related to the commission of willful misconduct or fraud, the maximum liability for which need not be limited.

(e) Expenses. With respect to any Sale of the Company, each Member will be liable (on a several and not joint basis) for a pro rata share (based on the value of the consideration paid to such Member and the value of the aggregate consideration paid to all Members) of all out-of-pocket fees, costs and expenses (including fees and expenses of attorneys, accountants, consultants and advisors) incurred by the Company and its Subsidiaries in connection therewith, which amounts may be deducted from the consideration payable to such Member (but, for the avoidance of doubt, will not require any contribution of capital by such Member). Any such expenses incurred by any Member on its own behalf will be solely the responsibility of such Member.

(f) Purchaser Representative. If the Company or Administrator enters into any negotiation or transaction for which Rule 506 (or any similar rule then in effect) promulgated by the SEC may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), then each Member shall, at the request of the Company or Administrator, as the case may be, appoint a "purchaser representative" (as such term is defined in Rule 501 promulgated under the Securities Act). If a Member appoints a purchaser representative designated by the Company, then the Company shall pay the fees and expenses of such purchaser representative. If a Member declines to appoint the purchaser representative designated by the Company, then such Member shall appoint another purchaser representative reasonably acceptable to Company, and such Member shall be responsible for the fees and expenses of the purchaser representative so appointed.

Section 8.5 Rights of Repurchase; Forfeiture.

(a) Repurchase after Involuntary Transfer. If any Equity Interests of a Management Member are Transferred pursuant to an Involuntary Transfer, such Member (or its estate or other successor-in-interest) shall promptly notify (an "***Involuntary Transfer Notice***") the Company of the material details of such Transfer, including the number of units of each type, class or series of Equity Interests so Transferred, the price and form of consideration, if any, paid for the Equity Interests and the identity of the Transferee (including the names of the directors, managers and principal equityholders of any Transferee that is not a natural person). The Company shall have the right, but not an obligation, to purchase from such Transferee all or any portion of such Equity Interests at a purchase price equal to their Fair Market Value (determined as of a date selected by the Board that occurs within ninety (90) days before or after the date of receipt of such Involuntary Transfer Notice), which right may be exercised by the Company delivering written notice to the Transferring Member indicating the number of units of each type, class or series of Equity Interests the Company elects to purchase, which notice may be delivered at any time after the Company becomes aware of such Involuntary Transfer but no later than one hundred eighty (180) days after the date the Company receives the related Involuntary Transfer Notice. Such Transferee may continue to hold, subject to the other terms of this Agreement, any Equity Interests that the Company does not purchase pursuant to this Section 8.5(a) before the expiration of such 180-day period. If the Transferee of an Involuntary Transfer is not then a Member, then, until such time as such Transferee executes and delivers a joinder to this Agreement in the form attached hereto as Exhibit A, solely in respect of the Equity Interests that were the subject of such Involuntary Transfer, such Transferee will not have any rights conferred herein to Members (including tag-along rights and preemptive rights), and waives any rights prescribed by law to the maximum extent permitted thereby (except to the extent such right is prescribed by applicable law and may not be waived), including the right to (i) vote on or consent to any matter on which Members are entitled to vote or provide consent, (ii) receive any information from the Company, financial or otherwise, or (iii) inspect the books or records of the Company; *provided*, *however*, that the Transferee shall retain the

right to receive Distributions (and the attendant allocations of profits, losses, gains and deductions). For the avoidance of doubt, the Equity Interests held by such Transferee will be treated no differently than Equity Interests held by Members for purposes of any calculations to be performed in this Agreement based on the number of units of any type, class or series of Equity Interests outstanding or otherwise.

(b) Repurchase from Management Member. The Company shall have the right, but not an obligation, to purchase from a Management Member, after a Qualifying Breach (whether before or after a Separation from Service) or a Separation from Service with respect to such Management Member or an Associated Person of such Management Member, any Equity Interests held by such Management Member at a purchase price equal to their Repurchase Value, which right may be exercised by the Company by delivering written notice to such Management Member indicating the number of units of each type, class or series of Equity Interests the Company elects to purchase within one hundred eighty (180) days after such Separation from Service or, if later, one hundred eighty (180) days after the Company becomes aware of a Qualifying Breach with respect to such Person. Such Management Member may continue to hold, subject to the other terms of this Agreement, any Equity Interests that the Company does not purchase pursuant to this Section 8.5(b) within such 180-day period.

(c) Consummation of Repurchase. Except as otherwise agreed between the Company and the holder of such Equity Interests, the purchase of Equity Interests pursuant to this Section 8.5 will be deemed consummated upon the delivery to such holder (or to an account designated by such holder) of a check, the wire transfer of immediately available funds or the issuance of a promissory note in the form attached hereto as Exhibit D, or any combination of the foregoing, the amounts and original principal balance of which, combined, equal the aggregate purchase price therefor. Notwithstanding anything to the contrary contained herein, if, but only to the extent, a Payment Blockage exists as to any portion of the amount payable for such Equity Interests, then the Company will be permitted to defer the payment of such amount (including the issuance of a note if such issuance is also subject to a Payment Blockage) until, and only to the extent, that no Payment Blockage then exists as to such amount; *provided*, that the Company will pay any amounts that have been deferred and remain unpaid upon the consummation of a Sale of the Company. The Company will endeavor to reduce the imposition, or the likelihood of the imposition, of a Payment Blockage, and to remove any Payment Blockage then in existence if within its control. At the time of consummation of the purchase of Equity Interests from the holder thereof pursuant to this Section 8.5, such holder will be deemed to have represented and warranted to the Company that (i) such holder possesses all right, title and interest in and to such Equity Interests, free and clear of all liens and encumbrances, (ii) if such holder is not a natural person, such holder has the power and authority to sell such Equity Interests to the Company, and (iii) such purchase will not cause a breach or violation of the terms of any agreement to which such holder is a party, or any law or Order to which such holder is subject or bound. If the Company so requests, such holder shall confirm in writing the truth and accuracy of the foregoing representations and warranties at the time of purchase of such Equity Interests.

(d) Forfeiture. After a Separation from Service with respect to a Management Member or an Associated Person of a Management Member, all Unvested Class P Common Units held by such Management Member will be immediately cancelled and forfeited, without consideration. After a Qualifying Breach (whether before or after a Separation from Service) or a Separation from Service resulting from circumstances constituting Cause with respect to a Management Member or an Associated Person of a Management Member, all Class P Common Units (whether Vested or Unvested) held by such Management Member will be immediately cancelled and forfeited, without consideration. Upon any forfeiture of Class P Common Units, the proportionate amount of the balance of the Management Member's Capital Account attributable to the forfeited Class P Common Units will thereupon automatically and without further action be cancelled and forfeited by the Management Member, and the Management Member will have no further rights to Distributions in respect of such Class P Common Units or such proportionate amount of such Management Member's Capital Account balance.

(e) Exceptions. The terms of this Section 8.5, as it applies to any Management Member, are subject to the terms of any Award Agreement with such Management Member, and in the event of any conflict between the terms of this Section 8.5 and such Award Agreement, the terms of such Award Agreement will govern and control.

Section 8.6 Preemptive Rights.

(a) New Issuance Notice. Either (i) before the Company or any of its Subsidiaries has issued any New Interests or (ii) as soon as practicable after (but in any event (x) within ten (10) Business Days thereof and (y) before the occurrence of any other material transaction (including a Sale of the Company or a Distribution (other than a Tax Distribution)) the Company or any of its Subsidiaries has issued New Interests, the Company shall deliver to each Eligible Member (other than an Eligible Member that has, or whose Controlled Affiliate has, already purchased New Interests in such offering (hereinafter referred to as an "***Initial Subscribing Member***")) written notice (a "***New Issuance Notice***") of the material terms and conditions of such issuance, including the amount of New Interests issued and/or proposed to be issued and the purchase price for such New Interests. Each such Eligible Member will have the right, but not an obligation, to purchase up to its Pro Rata Share of the total amount of New Interests so offered and/or sold in such offering. If any such Eligible Member desires to purchase such New Interests, then it must, within ten (10) days after receiving a New Issuance Notice, notify the Company in writing of the amount of New Interests such Eligible Member so elects to purchase (each such notifying Eligible Member, a "***Subscribing Eligible Member***"). Such notice is irrevocable and constitutes a binding commitment of such Eligible Member to purchase the amount of New Interests specified therein, and no Eligible Member will be entitled to purchase New Interests if it fails to timely deliver such notice. If Eligible Members collectively elect to purchase less than all of the New Interests they are entitled to purchase (such remaining amount of New Interests, "***Remaining New Interests***"), then the Company shall promptly deliver to each Initial Subscribing Member and each Subscribing Eligible Member written notice (an "***Undersubscription Notice***") thereof, and each Initial Subscribing Member and each Subscribing Eligible Member may elect to purchase such amount of Remaining New Interests as agreed to amongst all of such Members or, in the absence of such agreement, up to all of such Remaining New Interests. If an Initial Subscribing Member or a Subscribing Eligible Member desires to purchase any amount of Remaining New Interests, then it must, promptly and within five (5) Business Days after receiving an Undersubscription Notice, notify the Company in writing of the amount of Remaining New Interests such Member so elects to purchase. Such notice is irrevocable and constitutes a binding commitment of such Member to purchase the amount of Remaining New Interests specified therein, and no such Member will be entitled to purchase any Remaining New Interests if it fails to timely deliver such notice. If, thereafter, the Initial Subscribing Members and the Subscribing Eligible Members have collectively elected to purchase more than the available amount of Remaining New Interests, then the Members who elected to purchase an amount in excess of their respective Pro Rata Share of the Remaining New Interests will have their commitments reduced proportionately (based on the excess of their respective commitments) until the aggregate commitments of the Members equals the amount of Remaining New Interests. If, on the other hand, the Initial Subscribing Members and the Subscribing Eligible Members have collectively elected to purchase less than the available amount of Remaining New Interests, then the issuer of such Remaining New Interests shall be permitted to sell the remaining amount of Remaining New Interests to any Person(s) to whom the Board so directs, provided that such sale is on terms and conditions that are no more favorable in any material respect to such Person(s) than the terms and conditions set forth in the related New Issuance Notice. Any purchase of New Interests by Initial Subscribing Members must be conditioned upon an agreement to sell back to the issuer thereof up to an amount of New Interests that exceeds such Initial Subscribing Member's Pro Rata Share of the total amount of New Interests sold in such offering if, after a preemptive rights offering is made to other Eligible Members in accordance with this Section 8.6, such Eligible Members duly elect to purchase an amount of New Interests that is greater than the amount of New Interests still available for sale directly from the issuer (the amount of such difference, the "***Oversubscription Amount***").

(b) Consummation of Purchase of New Interests. Each Eligible Member that has committed to purchase New Interests shall consummate the purchase therefor in the total amount that it committed to purchase within forty-five (45) days after delivery of the New Issuance Notice by the Company (or such later date to which the Company may agree). At the same time as an Eligible Member purchases such New Interests, if an Oversubscription Amount exists, the Company shall, or (if the Company is not the issuer) shall cause the issuer of such New Interests to, redeem from each Initial Subscribing Member (pro rata based on the Oversubscription Amounts of all Initial Subscribing Members), at a price per unit equal to the original purchase price paid therefor, an amount of New Interests necessary to cover any shortfall of New Interests available for sale directly from the issuer thereof, which redemptions in the aggregate shall not exceed the Oversubscription Amount.

(c) Exempt Offering; Termination; No Circumvention. Notwithstanding anything to the contrary contained herein, no party hereto will have any rights or obligations under this Section 8.6 in connection with an Exempt Offering, and all such rights and obligations will terminate immediately prior to the consummation of a Sale of the Company. If the application of the provisions of this Section 8.6 is waived pursuant to Section 11.7 with respect to an offering of New Interests, then no Member consenting to such waiver will be permitted to otherwise purchase such New Interests in such offering without the prior written consent of all Members.

(d) Compliance with Communications Act. Notwithstanding anything to the contrary contained herein, no Person shall be permitted to purchase any New Interests comprised of Securities (including Equity Interests) to the extent such purchase would cause the Company or any of its Subsidiaries to violate the Communications Act, as reasonably determined by the Company and its advisors in good faith, unless and until all required approvals are received from the FCC for the purchase and issuance of the New Interests. To permit the Company and its advisors to make such determination, each Member shall provide the Company, promptly upon request thereof, with an up-to-date duly completed Foreign Ownership Survey and related certification, and the Company shall require any Person that is not a Member to duly complete the Foreign Ownership Survey and related certification as a condition to purchasing any such New Interests.

ARTICLE IX

ACCOUNTING; FINANCIAL REPORTING; INFORMATION RIGHTS; ADMINISTRATIVE MATTERS

Section 9.1 Books and Records. The Company shall maintain books and records necessary, convenient or incidental to recording the Company's business and affairs, and as necessary to enable the Company to prepare its United States federal information tax return in compliance with Section 6031 of the Code, and such other domestic, foreign, state and local income tax returns, information statements or reports. Without limiting the generality of the foregoing, the Company shall keep a record of (x) the name, address, telephone number and email address of each Member, (y) the capital contributions, the Unitholdings and the Capital Account balance of each Member, and (z) each instance of the issuance or Transfer of any Equity Interests.

Section 9.2 Accounting Methods. The Company shall maintain the books and records of the Company on an accrual basis for financial reporting and tax purposes. The Company shall maintain all such books and records in accordance with GAAP and Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

Section 9.3 Fiscal Year. Unless the Board establishes otherwise, the fiscal year (the "***Fiscal Year***") of the Company will be the calendar year.

Section 9.4 Financial Statements.

(a) Annual Financial Statements. Within one hundred twenty (120) days after the end of each Fiscal Year, the Company shall furnish to each Qualified Member audited consolidated balance sheets of the Company and its Subsidiaries as at the end of each such Fiscal Year and audited consolidated statements of income, cash flows and Members' equity for such Fiscal Year, accompanied by the certification of an independent certified public accounting firm that such financial statements have been prepared in accordance with GAAP, except as disclosed therein.

(b) Quarterly Financial Statements. Within forty-five (45) days after the end of each fiscal quarter of each Fiscal Year, the Company shall furnish to each Qualified Member unaudited consolidated balance sheets of the Company and its Subsidiaries as at the end of such fiscal quarter and unaudited consolidated statements of income, cash flows and Members' equity for such fiscal quarter and for the then current Fiscal Year to date, in each case setting forth in comparative form the figures for the corresponding periods of the previous fiscal quarter, all in reasonable detail and all prepared in accordance with GAAP, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto), and certified by the principal financial or accounting officer of the Company.

(c) Monthly Financial Statements. Within thirty (30) days after the end of each fiscal month of each fiscal quarter of the Company (or forty-five (45) days in the case of the third month of a fiscal quarter), the Company shall furnish to each Qualified Member unaudited consolidated balance sheets of the Company and its Subsidiaries as at the end of such fiscal month and unaudited consolidated statements of income, cash flows and Members' equity for such fiscal month and for the then current Fiscal Year to date, all in reasonable detail and all prepared in accordance with GAAP, consistently applied (subject to normal year-end audit adjustments and the absence of notes thereto).

Section 9.5 Annual Budget. Not later than thirty (30) days after the commencement of each Fiscal Year, the Company shall prepare, submit to and obtain the approval of the Board of a business plan and monthly and annual operating budgets for the Company and its Subsidiaries in detail for such Fiscal Year, including capital and operating expense budgets, cash flow projections and profit and loss projections, all itemized in reasonable detail (the "***Budget***"). The Company shall review the Budget periodically and shall not make any material changes thereto without the approval of the Board.

Section 9.6 Inspection Rights. Upon reasonable notice from a Qualified Member, the Company shall, and shall cause its Managers, officers and employees to, afford each Qualified Member and its duly authorized representatives and agents reasonable access during normal business hours to (i) the Company's and to Company Subsidiaries' properties, offices and other facilities, (ii) the corporate, financial and similar records, reports and documents of the Company and of its Subsidiaries, including all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Qualified Member and its duly authorized representatives and agents to examine such documents and make copies thereof, and (iii) the Company's and the Company's Subsidiaries' senior officers, and to afford each Qualified Member and its duly authorized representatives and agents the opportunity to discuss the affairs, finances and accounts of the Company and its Subsidiaries with their respective senior officers.

Section 9.7 Restrictions on Information Rights. Notwithstanding the provisions of Section 18-305 of the Delaware Act, Management Members and Members that are not Qualified Members shall only be entitled to receive such information with respect to the Company as is expressly provided in this Agreement or a separate agreement between the Company and such Member. Without limitation to the foregoing, in no event shall any Management Member have the right, and each Management Member

hereby waives any right, whether by contract or under applicable law, to the fullest extent of the law, to have access to or receive any information, including any such information set forth on the Register, with respect to the Equity Interests held by any other Management Member or the terms and conditions relating to such Equity Interests, including the Unitholdings of such Management Member or to which such Management Member may be entitled to receive, the amount of any capital contributions or Distributions made in respect of such Equity Interests, vesting schedules applicable to such Equity Interests, and redemption and repurchase provisions and other terms and conditions governing such Equity Interests; *provided* that the foregoing in no way prohibits a Management Member from receiving a capitalization schedule showing (i) the number of each type, class and series of Units or other Equity Interests held by any Administrative Member or any other Member that is not a Management Member, (ii) the aggregate number of each type, class and series of Units and other Equity Interests held, collectively, by the Management Members, (iii) the aggregate number of each type, class and series of Units and other Equity Interests outstanding as of any specified date, and (iv) the number of each type, class and series of Units and other Equity Interests held by such Management Member. Each Management Member acknowledges that information regarding the ownership of Equity Interests by any Management Member may relate to incentive compensation for services performed or to be performed by a Management Member or an Associated Person of a Management Member in his, her or its capacity as a director, manager, officer or employee of, or other service provider to, the Company or any of its Controlled Affiliates, and therefore such ownership information is sensitive and constitutes Confidential Information.

Section 9.8 Registration Rights. In connection with a Public Offering by the Company (including by way of direct listing, a SPAC Transaction or similar transaction), or a Public Offering by a Subsidiary of the Company in which Securities intended to be registered in such Public Offering are distributed to the Members, the Company (or any corporate successor thereto) shall, or shall cause such Subsidiary to, enter into a registration rights agreement with the Members with respect to the registration of the Equity Interests or such Securities, as the case may be (or otherwise make available such rights or opportunities to the Members), under customary piggyback registration rights subject to customary pro rata cutback provisions and customary lockup periods.

Section 9.9 Use of Member Name. Neither the Company nor its Subsidiaries shall use the name of a Member in any publication, transaction profile or testimonial prepared by the Company, unless, prior to such use, the Company has secured the prior written consent of such Member.

ARTICLE X

EXCULPATION & LIMITED LIABILITY; INDEMNIFICATION

Section 10.1 Exculpation & Limited Liability of Covered Persons.

(a) Fiduciary Duties & Good Faith Standard.

(i) This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives all fiduciary duties that, absent such waiver, may be implied by the Delaware Act or other applicable law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement or such other agreement to which such Covered Person and the Company are party. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, replace such other duties and liabilities of such Covered Person. For the avoidance of doubt, the terms of this Article X do not relieve a Covered Person of

any duties and liabilities imposed on such Covered Person under any other contract to which such Covered Person is a party.

(ii) Whenever in this Agreement a Covered Person is permitted or required to make a determination (including a determination that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person or an officer of the Company or any of its Subsidiaries is permitted or required to make a decision in such Person's "*good faith*", the Person shall act under the standard of "*good faith*" expressly set forth herein and will not be subject to any different or higher standard imposed by the Delaware Act or any other applicable law. The "*good faith*" standard means the reliance upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Net Profits and/or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions might properly be paid) received from the following Persons: (i) a Manager; (ii) one or more officers or employees of the Company or any Subsidiary of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company or any Subsidiary of the Company; or (iv) any other Person selected by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence; *provided* none of the foregoing in any way limits any Person's right to rely on information to the extent provided in Section 18-406 of the Delaware Act.

(b) Limited Liability. Except to the extent required by any non-waivable provision of the Delaware Act or other applicable law or pursuant to any written agreement between a Covered Person and the Company or between two or more Covered Persons, no Covered Person will be liable for (x) the debts, obligations or liabilities of the Company or any its Subsidiaries, or (y) the performance of, or the omission to perform, any act or duty on behalf of the Company if in good faith, *provided* that, with respect to any Covered Person who is an Executive Manager, notwithstanding anything to the contrary contained in the first sentence of Section 10.1(a)(ii), such Covered Person's conduct did not constitute willful misconduct or fraud and such Covered Person acted in a manner reasonably believed by such Covered Person to be in, or not opposed to, the best interest of the Company.

(c) Other Businesses & Company Opportunities.

(i) Except as otherwise provided by the Board in writing, each Executive Manager and Management Member shall, and shall cause its Controlled Affiliates to and direct its other Affiliates to, bring all investment or business opportunities to the Company of which such Person becomes aware that are, or may reasonably be expected to be, (A) within the scope and investment objectives related to the business of the Company or any of its Subsidiaries or (B) otherwise competitive with the business of the Company or any of its Subsidiaries.

(ii) The Members acknowledge that each Member that is not a Management Member and each Manager that is not an Executive Manager is (or may in the future be) in the business of making investments in, and may, now or in the future, have investments in, other businesses, including Competing Businesses. Accordingly, each such Person has the right to make investments in such businesses independent of their investments in the Company, and/or engage in and operate such businesses, which actions shall be deemed to not breach this Agreement or any fiduciary duties or obligations of the Company or any Members. Moreover, no such Person has

any fiduciary obligation to present any particular investment opportunity to the Company or any Subsidiary of the Company even if such opportunity is of a character that, if presented to the Company or a Subsidiary of the Company, could be taken by the Company or a Subsidiary of the Company, and each such Person has the right to take for its own account or to recommend to third parties any such particular investment opportunity. In furtherance of the foregoing, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, such Person, unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, such Person through such Person's service on the Board and the Board has not renounced its interest in such matter, transaction or interest.

Section 10.2 Indemnification of Covered Persons. Except to the extent otherwise provided in a written agreement between the Company and such Covered Person, the Company, its receiver or its trustee shall, to the fullest extent permitted under the Delaware Act (as the same now exists or may hereafter be amended, substituted or replaced; but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Delaware Act permitted the Company to provide prior to such amendment, substitution or replacement), indemnify, defend and hold harmless each Covered Person from and against any expense, loss, damage, judgment, fine or liability (including reasonable attorneys' fees) (collectively, "***Losses***") incurred or connected with, or any Legal Proceeding arising from or related to, any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company or any of its Subsidiaries (exclusive of acts taken as an independent contractor of the Company or any of its Subsidiaries) in connection with the business of the Company (for the avoidance of doubt, service by a Covered Person as a director, manager or officer of another Person at the request of the Company or its predecessor is deemed to be in connection with the business of the Company); *provided*, that, with respect to the indemnification of any officer of the Company or any of its Subsidiaries, unless otherwise provided by the Board, (w) such officer acted in good faith and in a manner reasonably believed by such officer to be in, or not opposed to, the best interest of the Company and, with respect to any criminal Legal Proceeding, had no reasonable cause to believe his or her conduct was unlawful, (x) such officer's conduct did not constitute gross negligence, willful misconduct, intentional violation of law or fraud, (y) such Losses did not result from and are not related to a material breach by such officer of any written agreement between such officer and the Company or any of its Subsidiaries, and (z) except for an action to enforce such officer's rights set forth in this Section 10.2, such Legal Proceeding was not brought by such officer, such officer's Affiliates or the Person (other than the Company or any of its Subsidiaries) of whom such officer is the legal representative.

Section 10.3 Reimbursement & Advancement of Expenses. Subject to the terms of any written agreement with the Company, the Company shall reimburse (and/or advance funds if and to the extent the Company is so obligated or the Board otherwise determines) the Covered Person for reasonable, out-of-pocket expenses incurred by or on behalf of the Covered Person in defending any Legal Proceeding for which indemnification is required pursuant to Section 10.2, *provided* that the Company has received a written undertaking by or on behalf of the Covered Person to repay all amounts so advanced if it is ultimately determined that such Person is not entitled to be indemnified pursuant to this Article X.

Section 10.4 Indemnity not Exclusive; Institutional Indemnitors. The indemnity provided by this Article X is not exclusive of any other rights to which those seeking indemnification may be entitled under any other agreement, applicable laws or otherwise. The Company hereby acknowledges that certain Covered Persons may have rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Covered Person(s) (collectively, the "***Institutional Indemnitors***"). With respect to each such Covered Person, the Company (i) shall be the indemnitor of first resort (*i.e.*, its obligations to

such Covered Person will be primary and any obligation of the Institutional Indemnitors to reimburse and/or advance funds for expenses or to provide indemnification for Losses incurred by such Covered Person will be secondary), (ii) shall satisfy its obligations to such Covered Person under Section 10.2 and Section 10.3 without regard to any rights such Covered Person may have against the Institutional Indemnitors, and (iii) irrevocably waives, relinquishes and releases the Institutional Indemnitors from any and all claims against the Institutional Indemnitors for contribution, subrogation or any other right of recovery in respect thereof, and grants to the Institutional Indemnitors a right of contribution and/or subrogation to all of the rights of recovery of such Covered Person against the Company under Section 10.2 and Section 10.3.

Section 10.5 Successor Indemnification. If the Company or any of its successors consolidates with or merges into any other Person and the Company is not the continuing or surviving entity of such consolidation or merger, then to the extent necessary, the Company shall ensure that the surviving Person of such merger or consolidation assumes the obligations of the Company to indemnify any Covered Person entitled to be indemnified pursuant to Section 10.2.

Section 10.6 Insurance. The Company shall purchase, at its expense, insurance to cover Losses incurred under Section 10.2 and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles and other terms as the Board may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under this Article X, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

Section 10.7 No Impairment without Consent. No amendment, modification or repeal of this Article X that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Aggregation of Rights Among Affiliates. At the time of determination, all Units then held by Members that are Controlled Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Members may re-allocate among themselves in their discretion the benefit of such rights. In addition, the Company shall have the right to assign to any of its Subsidiaries the Company's right to purchase Equity Interests hereunder.

Section 11.2 Specific Capacity. With respect to any Person acting in two or more capacities as a Member, a Manager or an officer or employee of the Company or its Subsidiaries, unless otherwise expressly provided, any provision in this Agreement granting a right to or imposing an obligation on, or removing, restricting or limiting a right or obligation of, a Member, a Manager or an officer or employee applies to such Person only to the extent such Person is acting in the capacity so specified, and is not applicable to such Person acting in any other capacity.

Section 11.3 Confidentiality. Except to the extent necessary to perform its duties as a Manager, officer, employee or agent of the Company, or otherwise permitted by the Board, each Member shall keep

confidential and not disclose, divulge or use for any purpose, other than to monitor such Member's ownership interest in the Company, any Confidential Information, unless such Confidential Information (x) is or becomes available to the general public (other than as a result of a breach of this Section 11.3 by such Member or any Person for whom such Member is liable hereunder), (y) is or has been independently developed or conceived by such Member without use of the Confidential Information, or (z) is or has been made known or disclosed to such Member on a non-confidential basis by a Person who is not, to such Member's knowledge at the time of disclosure, prohibited from transmitting the Confidential Information to such Member; *provided*, *however*, that a Member may disclose Confidential Information (A) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its ownership interest in the Company, (B) to any director, manager, officer, equityholder, employee, agent or representative (including financing sources) of such Member or such Member's Controlled Affiliates in the ordinary course of performing services for such Member or otherwise on a need-to-know basis, (C) to any prospective purchaser of any Equity Interests held by such Member, (D) in connection with a Member's normal fundraising, information or reporting activities, to investors in private investment funds managed by the same manager or an Affiliate of the manager of such Member, *provided* that the subject matter of such disclosure is subject to written confidentiality obligations as between such investor and the disclosing party, and in any event excluding any portfolio company, or portfolio company parent/holding company, of such Member, such manager or any such Affiliate of the manager of such Member, or (E) to the extent required by applicable law or an Order, *provided* that the Member promptly notifies the Company of such disclosure (to the extent permitted), takes reasonable steps to minimize the extent of such disclosure, and provides the Company reasonable opportunity to appeal any applicable Order prior to such Member's disclosure. Prior to disclosing Confidential Information to any Person pursuant to clause (A), (B) or (C) above, a Member shall direct such Person (and, in the case of clause (C), shall contractually obligate such Person) to maintain the confidentiality of such Confidential Information; any use or disclosure of Confidential Information by such Person that would otherwise constitute a breach of this Section 11.3 if such use or disclosure were effected by such Member shall be deemed a breach of this Section 11.3 by such Member and for which such Member will be liable to the Company. Notwithstanding anything to the contrary contained in this Section 11.3, a Member shall not disclose Confidential Information to a Competing Business without the written consent of the Board. Each Member will continue to remain subject to the terms of this Section 11.3 following such Member's withdrawal from the Company or the termination of the Company.

Section 11.4 Acquisition of Interest in Company Debt. No Management Member shall acquire or hold any interest in any indebtedness for borrowed money of the Company or any of its Subsidiaries without the written consent of the Board.

Section 11.5 Set-Offs. To the maximum extent permitted under applicable law, whenever the Company is obligated to pay or distribute any amount to any Member or any Affiliate thereof, such amount may be set-off or deducted therefrom for amounts that (i) such Member or Affiliate thereof then owes to the Company or any of its Subsidiaries, (ii) the Company or any of its Subsidiaries has paid on behalf of such Member or Affiliate thereof that remain unreimbursed, and (iii) the Board reasonably believes in good faith could result in the imposition of a lien or other encumbrance on any Equity Interests held by such Member.

Section 11.6 Notices. Except as expressly set forth herein, all notices, requests, approvals, consents and other communications required to be given or made pursuant to this Agreement must be in writing and will be deemed effectively delivered to and received by a party: (i) upon personal delivery; (ii) if sent by electronic mail to such party's email address, on the day the sender receives electronic confirmation of such electronic mail having been transmitted; (iii) upon receipt if sent by certified United States postal mail with return receipt requested to such party's address; or (iv) on the day of delivery if delivered by nationally recognized overnight courier with confirmation of delivery to such party's address.

Any communication to the Company or the Board must be sent to the mailing address of the Company's principal office, as set forth on the signature page hereto, to the attention of the Company's chief executive officer, or to the email address of the Company's chief executive officer. Any communication to a Manager must be sent to such Manager's mailing address or email address as set forth in the Company's records. Any communication to a Member must be sent to such Member's mailing address or email address as set forth on the Register. A Member or Manager may, by giving written notice to the Company, designate additional or different mailing addresses or email addresses for delivery of communications hereunder to such Member or such Manager, as applicable.

Section 11.7 Amendments and Waivers.

(a) This Agreement may be amended, and the observance of any provision of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively), only upon the written consent of Administrator.

(b) Notwithstanding anything to the contrary contained in this Agreement: (i) any provision of this Agreement may be amended by the Board to cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct any printing, stenographic or clerical errors or omissions in order that this Agreement will accurately reflect the agreement among the Members; (ii) any provision of this Agreement may be waived by any party, on such party's own behalf, without the written consent of any other party; (iii) other than in connection with granting Persons (which Persons are not, and whose Affiliates are not, already Members at such time) the right to designate one or more Managers having one or more votes, no provision of this Agreement may be amended, or its observance waived, in a manner that would alter the express terms of, or the intent of, Section 3.1, Section 3.2, Section 3.3 or Section 3.6 or this clause (iii) without the written consent of (x) AS Birch Grove, so long as the AS Birch Grove Members collectively hold at least fifteen percent (15%) of the then outstanding Class A Common Units, and (y) ArrowMark, so long as the ArrowMark Members collectively hold at least fifteen percent (15%) of the then outstanding Class A Common Units; (iv) no provision of this Agreement may be amended, or its observance waived, in a manner that would alter the express terms of, or the intent of, Section 3.7(b) or this clause (iv) without the written consent of each Member; (v) no provision of this Agreement may be amended, or its observance waived, in a manner that would alter the express terms of, or the intent of, Section 3.7(c) or this clause (v) without the written consent of each Member whose consent is required to take any of the enumerated actions set forth in Section 3.7(c); (vi) neither this clause (vi) nor any provision of this Agreement may be amended, or its observance waived, that would alter the express terms of, or conflict with the intent of, Section 4.2 or Section 10.7 without the written consent of each Member; (vii) no provision of this Agreement may be amended, or its observance waived, if it alters the express terms of, or the intent of, the Fundamental Provisions in a manner that would materially adversely affect any of the ArrowMark Members, the AS Birch Grove Members or Cloverlay, without the written consent of such affected Member and this clause (vii) may not be amended without the written consent of each of such Members; (viii) except for the provisions specified in clauses (iii), (iv), (v), (vi) and (vii) above, no provision of this Agreement may be amended, or its observance waived, in a manner that would materially adversely and disproportionately affect (A) the rights and obligations hereunder of any class of Members (other than the class of Management Members), as such, without the written consent of the holders of a Simple Majority Interest of each type, class or series of Units (other than Class P Common Units) held by such class of Members, or (B) the rights and obligations hereunder of any holder(s) of a type, class or series of Units, as such (other than Class P Common Units) (the "***Affected Group***"), as compared to the effect such amendment or waiver would have on the rights and obligations of the holder(s) of each other type, class or series of Units, as such, without the written consent of the members of the Affected Group holding a Simple Majority Interest of the applicable type, class or series of Units; (ix) the foregoing clause (viii) may be amended, or its observance waived, only upon the written consent of (A) with respect to subclause (viii)(A) the holders of a Simple Majority Interest of each type, class or series of

Units (other than Class P Common Units) held by each class of Members (other than the class of Management Members), and (B) with respect to subclause (viii)(B), the holders of a Simple Majority Interest of each type, class or series of Units (other than Class P Common Units); and (x) (A) the definition of "AS Birch Grove," "AS Birch Grove Manager" and "AS Birch Grove Member" may be amended only upon the written consent of each AS Birch Grove Member (as defined herein as of the Effective Date), (B) the definition of "ArrowMark," "ArrowMark Manager," "ArrowMark Member" and "Non-Exempt ArrowMark Units" may be amended only upon the written consent of each ArrowMark Member (as defined herein as of the Effective Date) and (C) the definition of "Cloverlay" may be amended only upon the written consent of Cloverlay (as defined herein as of the Effective Date); *provided*, *however*, that for purposes of this Section 11.7(b), amendments to this Agreement to provide for the issuance of additional Equity Interests and the grant of certain rights to the holders thereof (which may be in addition to or superior to the rights afforded to the then existing Members) are deemed to not have a materially adverse and/or disproportionate effect so long as preemptive rights are afforded to the Members entitled thereto pursuant to Section 8.6.

(c) Notwithstanding anything to the contrary contained in Section 11.7(b), the Board is entitled to amend this Agreement without the written consent of any party hereto as necessary to reflect (i) the admission of new Members or the withdrawal of existing Members, (ii) changes to the notice information of the Company or Members, (iii) changes to the Unitholdings of Members as a result of Transfers of Units or the purchase or receipt of additional Units, (iv) subject to the final proviso of Section 11.7(b), the creation of any new class of Members (and the rights and obligations attendant to such class) and/or the creation of any new type, class or series of Units (and the rights and obligations associated with such type, class or series of Units), and (v) subject to Section 8.6, the issuance of additional Equity Interests of the type, class or series established as of the Effective Date or created pursuant to the foregoing clause (iv).

(d) Any amendment or waiver effected in accordance with this Section 11.7 will be binding on all Members, regardless of whether any such Member had consented thereto.

(e) No waiver of any provision of this Agreement, in any one or more instances, is deemed to be or construed as a further or continuing waiver of such provision.

Section 11.8 Delays or Omissions; Remedies Cumulative. No delay or omission to exercise any right, power, or remedy accruing to any party to this Agreement, upon any breach or default of any other party to this Agreement, will impair any such right, power, or remedy of such non-breaching or non-defaulting party, nor will it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement must be in writing and will be effective only to the extent specifically set forth in such writing. All remedies, whether under this Agreement or otherwise afforded to any party by law, are cumulative and not alternative, and the use of any one remedy by a party will not preclude or waive its right to use any other remedy.

Section 11.9 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof. The Original LLC Agreement is deemed amended and restated and superseded and replaced in its entirety by this Agreement, and is of no further force or effect.

Section 11.10 GOVERNING LAW. THE PROVISIONS OF THIS AGREEMENT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF

DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

Section 11.11 Equitable Remedies. Irreparable harm may occur if certain of the terms of this Agreement were not performed fully or were otherwise breached, for which money damages may be an inadequate remedy because of the difficulty of ascertaining and quantifying the amount of harm that could be suffered by a party hereto or a third party beneficiary hereof. Therefore, each party hereto (and any third party beneficiary hereof) is entitled to seek an injunction to restrain, enjoin or prevent a breach of this Agreement and/or to seek to enforce specifically the terms and provisions of this Agreement, in each case, in a Competent Court and without the necessity of proving actual damages, with any such remedy being in addition to, and not in lieu of, any other rights and remedies to which such party may be entitled to at law or in equity.

Section 11.12 Dispute Resolution; Jurisdiction; Venue. Each party to this Agreement: (i) irrevocably and unconditionally submits to the exclusive jurisdiction of a Competent Court for the purpose of any Legal Proceeding based on a Dispute; (ii) shall not commence any Legal Proceeding based on a Dispute except in a Competent Court; (iii) waives, and shall not assert, by way of motion, as a defense, or otherwise, in any such Legal Proceeding any claim that such party is not subject personally to the jurisdiction of a Competent Court, that such party's property is exempt or immune from attachment or execution, that the Legal Proceeding is brought in an inconvenient forum, that the venue of the Legal Proceeding is improper or that this Agreement or the subject matter hereof should not be enforced in or by a Competent Court; and (iv) consents to personal jurisdiction for any equitable action sought in a Competent Court having subject matter jurisdiction.

Section 11.13 Legal Representation. The determination of any Member to acquire ownership interests of the Company has been made by such Member independent of any other Person and independent of any statements or opinions as to the advisability of such purchase or as to the business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries which may have been made or given by any other Member or by any of such Member's directors, managers, equityholders, employees, agents or representatives. No Member, nor any of such Member's directors, managers, equityholders, employees, agents or representatives, has acted as an agent of another Member in connection with acquiring ownership interests of the Company or will act as an agent of another Member in connection with monitoring such ownership interests in the Company. An Administrative Member engaged Sheppard, Mullin, Richter & Hampton LLP ("***SMRH***") to represent it in connection with the negotiation of this Agreement and the transactions contemplated hereby, and expects to retain SMRH as legal counsel in connection with the monitoring of its ownership interests in the Company and providing advice as to the rights and obligations of any member of the Administrator Group under this Agreement and agreements entered into in connection with such transactions. SMRH is not representing and will not represent any Non-Administrative Member in connection with the negotiation of this Agreement or any related agreements, the transactions contemplated hereby or thereby, or any Dispute between a Non-Administrative Member, on the one hand, and a member of the Administrator Group, the Company or any of its Subsidiaries, on the other hand. Each Non-Administrative Member has been represented (or has had the opportunity to be represented) by independent counsel with respect to negotiation of this Agreement and any related agreements and the transactions contemplated hereby and thereby. The Company, any Subsidiary of the Company and any member of the Administrator Group may engage SMRH to represent it in connection with any and all matters related to this Agreement and any related agreements and the transactions contemplated hereby and thereby, including any Dispute between a member of the Administrator Group, the Company and any of its Subsidiaries, on the one hand, or any Non-Administrative Member, on the other hand, and each Member waives any conflict of interest in connection with such representation by SMRH. Each Non-Administrative

Member hereby represents and warrants that such Member has had the opportunity to seek and obtain the advice of independent tax counsel of its choice regarding all tax issues pertaining to its participation in the Company, including the federal and state income tax consequences of becoming a Member in the Company and, if applicable, the federal and state income tax consequences of the receipt of any "profits interests" in the Company and the advisability of filing an election pursuant to Code Section 83(b) (and corresponding provisions of state law) with respect to any of such interests.

Section 11.14 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON A DISPUTE (AS SUCH TERM IS DEFINED HEREIN), EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHTS IT MAY HAVE TO DEMAND A JURY TRIAL.

Section 11.15 Legal Fees. If any party to this Agreement brings a Legal Proceeding based on a Dispute, the Prevailing Party is entitled to recover, in addition to any other appropriate amounts, its reasonable fees, costs and expenses in connection with such Legal Proceeding, including, but not limited to, reasonable attorneys' fees, fees of expert witnesses and court costs.

Section 11.16 Successors and Assigns; Assignment. This Agreement binds and inures to the benefit of the parties hereto and their respective successors, permitted assigns and permitted Transferees; *provided*, that no Member is permitted to assign its rights or obligations under this Agreement except as expressly permitted herein or except as such rights or obligations are attendant to Equity Interests held by such Member which are Transferred in compliance with this Agreement.

Section 11.17 Third Party Beneficiaries. Except for the members of the Administrator Group, the Covered Persons and the Institutional Indemnitors, all of whom are third party beneficiaries of this Agreement, and except as otherwise expressly set forth in this Agreement or in another agreement to which the Company is a party, none of the provisions in this Agreement are for the benefit of or enforceable by any Person (including any creditors of the Company or any of its Affiliates) other than the parties to this Agreement. The right of any third party beneficiary to enforce this Agreement is conditioned upon such beneficiary abiding by the terms of Section 11.12 through Section 11.15 as if it were a party hereto.

Section 11.18 No Recourse Against Non-Parties. All claims for Losses arising under this Agreement (whether in contract or in tort, in law or in equity, or granted by statute) may be made only against the Persons that are expressly identified as parties to this Agreement (the "***Contracting Parties***"). No Person that is not a Contracting Party, including any Affiliate of any Contracting Party (other than a Contracting Party) or any director, manager, officer, employee, agent or representative of any Contracting Party or of any Affiliate thereof (in each case, other than a Contracting Party) (such Persons, collectively, "***Non-Parties***"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any Losses arising under this Agreement, including in connection with its negotiation, execution, performance, or breach; and, to the maximum extent permitted by applicable law, each Contracting Party hereby waives and releases all such Losses against any such Non-Parties. Without limiting the foregoing, to the maximum extent permitted by law, (a) each Contracting Party hereby waives and releases any and all claims solely under this Agreement that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Non-Parties, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Non-Parties with respect to the performance of this Agreement. Furthermore, the Company shall indemnify each member of the Administrator Group for any Losses resulting from any Disputes. For the avoidance of doubt, this Section 11.18 does not apply to any agreements other than this Agreement.

Section 11.19 Consent of Spouse. Each Member who is married on the Effective Date and resides in a Community Property State shall cause such Member's spouse to execute and deliver to the Company, simultaneously with such Member's execution and delivery of this Agreement, a consent of spouse in the form attached hereto as Exhibit B (the "***Consent of Spouse***"). If any Member should marry or remarry after the Effective Date or change residence to a Community Property State, such Member shall cause his or her spouse to either (i) enter into an agreement prior to the marriage that provides that the Member's Equity Interests shall be and remain such Member's sole and separate property following the marriage, or (ii) execute and deliver a Consent of Spouse to the Company within thirty (30) days after such marriage. The Consent of Spouse is not deemed to confer or convey to a spouse any rights in a Member's Equity Interests that do not otherwise exist by operation of law or agreement between the Member and his or her spouse.

Section 11.20 Further Assurances. Each Member shall, at the request of the Board, execute and deliver any additional instruments or documents and take all such further action as the Board may determine is reasonably necessary to effectuate the intent of the parties hereunder.

Section 11.21 Severability. In case any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision will be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law and still be consistent with the intentions of the parties hereto.

Section 11.22 Signatures. This Agreement may be executed and delivered by facsimile, portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign), and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 11.23 No Effect On Lending Relationships. Notwithstanding anything contained in this Agreement to the contrary, nothing contained in this Agreement nor the fact that any Member (other than a Management Member) as of the Effective Date is a Member or owns Units will affect, limit or impair the rights and remedies of any such Member or any of their respective Affiliates, funding or financing sources or any other lenders, if applicable, in their capacities as lenders (or agent for lenders) to the Company or any of its Subsidiaries pursuant to any agreement under which the Company or any of its Subsidiaries has or from time to time will have borrowed money. Without limiting the generality of the foregoing, none of such Members or any Affiliate thereof, in exercising its rights as a lender (or agent for lenders) or other creditor, if applicable, including making its decision on whether to foreclose on any collateral security, will have any duty to consider (a) its (or its Affiliate's) status as a direct or indirect Member in the Company, (b) the interests of the Company or any of its Subsidiaries or Members or (c) any duty it may have to any other Member or the Company, except as may be required under the applicable loan documents or by commercial law applicable to creditors generally.

* * * * * *

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

COMPANY:

NEW STARRY HOLDINGS LLC,
a Delaware limited liability company

By: _____

Name:
Title: Authorized Signatory

Address: 38 Chauncy Street, 2nd Floor
Boston, MA 02111
Attention: Chief Executive Officer

MEMBERS:

_____

_____

ANNEX I

DEFINITIONS

PART 1. Terms. For purposes of this Agreement, the following terms have the meanings ascribed thereto.

"***Adjusted Capital Account Balance***" means, with respect to any Member, such Member's Capital Account balance after adjustment by the items described in clauses (i) and (ii) of the definition of "Adjusted Capital Account Deficit".

"***Adjusted Capital Account Deficit***" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Taxable Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore to the Company pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of "Adjusted Capital Account Deficit" is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and be interpreted consistently therewith.

"***Administrative Manager***" has the meaning ascribed to such term in Section 3.1(c).

"***Administrative Member***" means Administrator and each Controlled Affiliate of Administrator that is a Member.

"***Administrator***" means, as of any date of determination, a member of the Member Group (which such Member Group member holds a plurality of the Class A Common Units then held by all members of such Member Group) holding a plurality of the Class A Common Units then outstanding. As of the Effective Date, the Administrator is ArrowMark.

"***Administrator Group***" means each Administrative Member and its Controlled Affiliates (other than the Company and its Subsidiaries), and each director, manager, officer and employee of each of the foregoing, in each case, acting in any capacity whatsoever.

"***Affected Group***" has the meaning ascribed to such term in Section 11.7(b).

"***Affiliate***" means, with respect to any specified Person, (i) any other Person (a "***Controlled Affiliate***") who, directly or indirectly, Controls, is under common Control with, or is Controlled by, such specified Person, (ii) any other Person who is a director or manager or is, directly or indirectly, the beneficial owner of Securities representing twenty five percent (25%) or more of the Fair Market Value of the specified Person or a Person described in clause (i) above, on an as converted fully diluted basis, (iii) any other Person of whom the specified Person is a director or manager or is, directly or indirectly, the beneficial owner of Securities representing twenty five percent (25%) or more of the Fair Market Value of such other Person, or (iv) any Immediate Family Member of the specified Person or any of the foregoing Persons described in clause (i), (ii), or (iii) above.

"***Agreement***" has the meaning ascribed to such term in the preamble.

"***Approved Sale Notice***" has the meaning ascribed to such term in Section 8.2(b).

"***ArrowMark***" means ArrowMark Fundamental Opportunity Fund, L.P., a Delaware limited partnership.

"***ArrowMark Manager***" means, as applicable, a natural person designated as a Manager by the ArrowMark Members pursuant to Section 3.1(b).

"***ArrowMark Member***" means ArrowMark and each Controlled Affiliate of ArrowMark that is a Member.

"***AS Birch Grove***" means AS Birch Grove LP, a Delaware limited partnership.

"***AS Birch Grove Manager***" means, as applicable, a natural person designated as a Manager by the AS Birch Grove Members pursuant to Section 3.1(b).

"***AS Birch Grove Member***" means AS Birch Grove and each Controlled Affiliate of AS Birch Grove that is a Member.

"***Associated Person***" means, with respect to a Management Member that is not a natural person, each natural person who owns, Controls or is otherwise a beneficiary of such Management Member.

"***Assumed Income Tax Rate***" means, with respect to any taxable period, the highest combined effective federal, state and local income tax rate applicable to any individual resident of New York City, New York (or, if higher, the applicable highest combined effective income tax rates for an individual resident of California, if the Partnership Representative determines to use such higher rates in its sole discretion) as determined by the Partnership Representative in its sole discretion, after giving effect to the benefit of the deductibility of state and local income taxes (and any applicable limitations thereon) for federal income tax purposes, to the extent allowed, and after taking into account preferential rates on capital gains and qualified dividend income.

"***Available Cash***" means (i) after a Sale of the Company, cash and cash equivalents held in the accounts of the Company and its Subsidiaries, less (A) the amount of all debts and liabilities of the Company and its Subsidiaries to the extent not repaid and satisfied in connection with the Sale of the Company (including any loans from Members), (B) security deposits of customers, (C) amounts that the Company or any of its Subsidiaries are contractually obligated with third parties to retain, and (D) amounts reasonably set aside as and/or added to reserves for anticipated expenses, liabilities (including indemnities) and contingencies, all as reasonably determined by the Board in good faith, and (ii) after a Public Offering, net cash proceeds received by the Company and its Subsidiaries in connection with such Public Offering, less all fees and expenses incurred in connection therewith.

"***Bankruptcy***" means, with respect to a Person, the occurrence of any of the following: (i) the filing by such Person of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under the Bankruptcy Code or any other federal or state insolvency law, or the filing of an answer consenting to or acquiescing in any such petition; (ii) the making by such Person of an assignment for the benefit of its creditors with respect to substantially all of the assets of such Person; or (iii) the earlier to occur of (A) the 120th day after the filing with respect to such Person of an involuntary petition under Title 11 of the United States Code, an application for the appointment of a receiver for substantially all of the assets of such Person, or the filing with respect to such Person of an involuntary

petition seeking liquidation, reorganization, arrangement or readjustment of such Person's debts under any other federal or state insolvency law, *provided* that the same has not been dismissed, vacated, set aside, stayed or otherwise disposed of prior to such 120th day, and (B) an entry of an Order of relief in connection with such involuntary petition.

"***Bankruptcy Code***" means Title 11 of the United States Code, as amended.

"***Board***" has the meaning ascribed to such term in Section 3.1(a).

"***Budget***" has the meaning ascribed to such term in Section 9.5.

"***Business Day***" means any day that is not a Saturday, Sunday, legal holiday or other day on which banks are required to be closed in New York, New York.

"***Capital Account***" has the meaning ascribed to such term in Section 6.1.

"***Carrying Value***" means, with respect to any asset of the Company as of the date of determination, such asset's adjusted basis for federal income tax purposes as of such date, except as follows: (i) the initial Carrying Value of an asset contributed by a Member to the Company will be the Fair Market Value of such asset on the date of such contribution; (ii) the Carrying Value of each asset will be adjusted to equal its gross Fair Market Value (taking Code Section 7701(g) into account) at the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital contribution, (B) the distribution by the Company to a Member of more than a *de minimis* amount of assets of the Company as consideration for an interest in the Company, (C) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), and (D) in connection with the grant of an interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a partner capacity, or by a new Member acting in a partner capacity in anticipation of being a Member, *provided* that an adjustment described in clauses (A), (B), or (D) of this clause (ii) will be made only if the Board determines that such adjustment is necessary to reflect the relative economic interests of the Members; (iii) the Carrying Value of any asset distributed to any Member will be adjusted to equal its gross Fair Market Value (taking Code Section 7701(g) into account) on the date of its distribution; and (iv) the Carrying Values of assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to (A) Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and (B) subparagraph (vi) of the definition of "Net Profits" and/or "Net Losses" or Section 6.2(b)(vi), *provided*, *however*, that Carrying Values shall not be adjusted pursuant to this clause (iv) to the extent that the Board reasonably determines that an adjustment pursuant to clause (ii) above is required in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv). If the Carrying Value of an asset has been determined under clause (i), (ii) or (iv) above, such Carrying Value will thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Net Profits and Net Losses.

"***Cause***" with respect to any Management Member or Associated Person of a Management Member, (i) has the meaning ascribed to such term in any written employment agreement, award agreement or other written agreement of engagement between such Person and the Company or any of its Controlled Affiliates, and (ii) if none of such agreements exist or no such term is defined in any such agreements, means the occurrence of any of the following: such Person's (A) repeated failure to substantially perform such Person's material duties as an employee or other associate of the Company or any of its Controlled Affiliates or, if applicable, pursuant to the reasonable, lawful instruction of the Board (other than any such failure resulting from such Person's Disability) after receipt of a written warning and a thirty (30) day

opportunity to correct such behavior; provided, that, a failure to meet financial performance expectations or projections does not, by itself, constitute a failure by such Person to substantially perform such Person's material duties; (B) commission of an act, or omission thereof, constituting willful misconduct or gross negligence that has a material adverse effect on the property, operations, business or reputation of the Company or any of its Controlled Affiliates; (C) commission of a crime that constitutes a felony (or any state-law equivalent), or commission of an act, or omission thereof, that constitutes a willful or material violation of any federal, state or foreign securities laws; (D) commission of fraud or an act of material dishonesty, disloyalty or misconduct that is injurious to the Company or any of its Controlled Affiliates or that results in gain or personal enrichment to such Person at the expense of the Company or any of its Controlled Affiliates; (E) indictment or conviction under, or entering of a guilty plea or plea of *nolo contendere* to, any crime involving dishonesty, fraud, theft, wrongful taking of property, embezzlement, bribery, forgery, extortion or other crime of moral turpitude (except for misdemeanor traffic violations); (F) unlawful use (including being under the influence) or possession of illegal drugs, or habitual insobriety, on the premises of the Company or any of its Controlled Affiliates or while performing any duties or responsibilities for, or on behalf of, the Company or any of its Controlled Affiliates; (G) material violation of any written policy of the Company or any of its Controlled Affiliates after a written warning and a thirty (30) day opportunity to cure such violation (if curable); (H) material breach of any written non-disclosure, non-competition, non-solicitation and/or invention assignment agreement with the Company or any of its Controlled Affiliates; (I) loss of any permits, licenses or approvals which may be required by any foreign, federal, state or local governmental authorities in order to permit such Person to continue to be a service provider to or on behalf of the Company or any of its Controlled Affiliates due to such Person's misconduct, or (J) commission of sexual harassment or unlawful discrimination of, or engagement in an intimate relationship (sexual or otherwise) in violation of the Company's policies with, any employee of the Company or any of its Controlled Affiliates, in each case as reasonably determined in good faith by the Board.

"***CEO Manager***" has the meaning ascribed to such term in Section 3.1(b).

"***Certificate***" has the meaning ascribed to such term in Section 1.1.

"***Chapter 11 Cases***" means the jointly administered cases of Starry Group Holdings, Inc. and its Affiliates under Chapter 11 of the Bankruptcy Code (jointly administered under Case No. 23-10219-KBO).

"***Class A Common Units***" has the meaning ascribed to such term in Section 2.2.

"***Class P Catch-Up Distribution***" has the meaning ascribed to such term in Section 5.2(e).

"***Class P Common Units***" has the meaning ascribed to such term in Section 2.2.

"***Class P Common Unit Award Agreement***" has the meaning ascribed to such term in Section 4.4(a).

"***Class P Common Unit Pool***" means an aggregate number of Class P Common Units reserved on of the Effective Date equal to 17,647.0588 Class P Common Units.

"***Class P Phantom Unit***" has the meaning ascribed to such term in Section 4.5.

"***Class P Phantom Unit Award Agreement***" has the meaning ascribed to such term in Section 4.5.

"***Cloverlay***" means Cloverlay Fund I L.P., a Delaware limited partnership.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Commencement Date***" has the meaning ascribed to such term in Section 1.1.

"***Common Units***" means Class A Common Units and Class P Common Units.

"***Communications Act***" means the Communications Act of 1934, as amended, or any successor statute or statutes thereto, and all rules, regulations, written policies, orders and decisions of the FCC thereunder, in each case as from time to time in effect.

"***Community Property State***" means Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin, and any such other national or local jurisdiction that presumes assets acquired during marriage are owned jointly.

"***Company***" has the meaning ascribed to such term in the preamble.

"***Company Governing Body***" has the meaning ascribed to such term in Section 3.4(a).

"***Company Minimum Gain***" has the same meaning as the term "partnership minimum gain" in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"***Competent Court***" means the United States District Court for the Southern District of New York or any state court of New York located in the County of New York (and appropriate appellate courts having jurisdiction therefrom).

"***Competing Business***" means a business that offers any products or services which are the same or substantially similar to the type provided by the Company or any of its Subsidiaries or any other business that was actively considered and evaluated by the Board within the twelve (12) months immediately preceding the date on which such determination is being made.

"***Confidential Information***" means proprietary information relating to the Company, its Subsidiaries and their respective businesses, including financial, business, scientific, technical, economic, or engineering information, and any information traditionally recognized as trade secrets.

"***Consent of Spouse***" has the meaning ascribed to such term in Section 11.19.

"***Contingent Consideration***" has the meaning ascribed to such term in Section 8.4(b).

"***Contracting Parties***" has the meaning ascribed to such term in Section 11.18.

"***Control***" (together with the correlative meanings "Controlled by" or "under common Control with") means, with respect to any Person, the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"***Controlled Affiliate***" has the meaning ascribed to such term in the definition of "Affiliate".

"***Covered Person***" means (i) each Manager (acting solely in his or her capacity as such) and his or her Controlled Affiliates, (ii) each Member (acting solely in his, her or its capacity as such) and his, her or its Controlled Affiliates, (iii) each director, manager, officer, equityholder, employee, agent or representative of each Member (other than a Management Member) and of such Member's Controlled

Affiliates, (iv) each member of the Administrator Group, (v) any Liquidator, and (vi) except with respect to Section 10.1, each officer of the Company and its Subsidiaries.

"***Definitive Consideration***" has the meaning ascribed to such term in Section 8.4(b).

"***Delaware Act***" means the Delaware Limited Liability Company Act, 6 Del. C. Sect. 18-101 et seq.

"***Depreciation***" means, with respect to any Taxable Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Taxable Year, except that if the Carrying Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Taxable Year, Depreciation will be an amount that bears the same ratio to such beginning Carrying Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Taxable Year bears to such beginning adjusted tax basis, *provided*, *however*, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Taxable Year is zero, Depreciation will be determined with reference to such beginning Carrying Value using any reasonable method selected by the Board.

"***Designated Observer***" has the meaning ascribed to such term in Section 3.4(a).

"***DGCL***" means the General Corporation Law of the State of Delaware.

"***Disability***" with respect to any Manager or Management Member, (i) has the meaning ascribed to such term in any written employment agreement, award agreement or other written agreement of engagement between such Person and the Company or any of its Controlled Affiliates, and (ii) if none of such agreements exist or no such term is defined in any such agreements, means the occurrence of any of the following: such Person's permanent disability or incapacity as determined in accordance with the Company's disability insurance policy, if such a policy is then in effect, or if no such policy is then in effect, such permanent disability or incapacity as determined by the Board in its good faith judgment based upon inability to perform the essential functions of his or her position, with reasonable accommodation by the Company or its Controlled Affiliates, as applicable, for a period in excess of 120 days during any period of 365 calendar days.

"***Dispute***" means any dispute, controversy or claim of any nature between the parties to this Agreement (or third-party beneficiaries hereof) arising out of, in connection with, or in relation to the interpretation, performance, enforcement or breach of this Agreement; *excluding*, *however*, any dispute, controversy or claim that is related to the employment or other engagement of a Management Member or Associated Person of a Management Member as a service provider and is subject to binding arbitration pursuant to a written employment agreement or other written agreement of engagement between such Management Member or Associated Person, on the one hand, and the Company or any of its Controlled Affiliates, on the other hand.

"***Distribution***" has the meaning ascribed to such term in Section 5.2(a).

"***Effective Date***" has the meaning ascribed to such term in the preamble.

"***Eligible Member***" means a Member who is an accredited investor within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act; excluding, however, (x) with respect to any New Interests described in clause (iii) of the definition of such term, the Administrative Members and their Controlled Affiliates and (y) any Member who holds exclusively Class P Common Units.

"***Equity Interests***" means ownership interests of the Company (which include the right to consent or vote on Company matters, the right to receive information about the Company and other governance rights, and the right to receive distributions of the Company's assets and a share of the Company's profits and losses and other economic rights), including the Units, options or warrants or other securities (including debt securities) that may be exercised or exchanged for or converted into Units, any bond, debenture or other indebtedness having the right to vote, and any Unit appreciation, phantom equity or similar rights, contractual or otherwise.

"***Equity Sale***" means any of the events described in clauses (i), (ii) or (iii) of the definition of "Sale of the Company".

"***Estate Entity***" has the meaning ascribed to such term in Section 8.1(e).

"***Executive Manager***" means each of Chaitanya Kanojia, the CEO Manager and any other Manager who is employed by the Company or any of its Subsidiaries.

"***Exempt Offering***" means the issuance of Securities, notes, bonds, debentures or other forms of indebtedness for borrowed money (i) upon the exercise or exchange of, or conversion into, other Securities which were issued in compliance with Section 8.6 or pursuant to an issuance to which the provisions of Section 8.6 did not apply, in each case, pursuant to the terms in effect at the time such other Securities or instruments of indebtedness were issued or terms otherwise approved in accordance with Section 3.7 if so required, (ii) in connection with any subdivision, split or reclassification of Securities, (iii) permitted to be incurred under the terms of the Senior Credit Facility or Securities issued in connection with such indebtedness, (iv) in a Public Offering (other than a Public Offering involving the issuance of Securities to one or more members of the Administrative Group) of the Company or any Subsidiary of the Company, or (v) pursuant to a Class P Common Unit Award Agreement or a Class P Phantom Unit Award Agreement.

"***Exempt Transfer***" means (i) a Transfer of Equity Interests by a Transferring Member to a Controlled Affiliate of such Transferring Member (other than, in the case of a Transfer by an Administrative Member, a Transfer to the Company or any of its Subsidiaries or, if an Administrative Member or any of its Controlled Affiliates is a private investment fund, a Transfer to a portfolio company of such Administrative Member or any Controlled Affiliate of such Administrative Member), (ii) an Equity Sale pursuant to Section 8.2, or (iii) a Transfer of Equity Interests pursuant to Section 8.6.

"***Fair Market Value***" means, on the date of determination: (i) as to any Securities traded on a national securities exchange, the average of the closing prices of such Securities on such exchange over the 30-day period ending three (3) days prior to the date of determination; (ii) as to any Securities actively traded over-the-counter, the average of the closing bid or sale prices (whichever is applicable) over the 30-day period ending three (3) days prior to the date of determination; and (iii) as to any Securities or other asset for which there is no active public market, the value determined in good faith by the Board after taking into account such factors as the Board deems appropriate (which value will include premium for control and discount for minority interests, illiquidity and restrictions on transferability); *provided*, as to the repurchase of Equity Interests pursuant to Section 8.5, "Fair Market Value" means the amount that would be distributed to the holder of such Equity Interests in respect thereof if the Company sold its assets at Fair Market Value (as determined pursuant to this clause (iii)), repaid its liabilities in accordance with their terms, and distributed any remaining proceeds under Section 5.2(d).

"***FCC***" means the Federal Communications Commission or any successor federal governmental agency performing functions similar to those performed on the Effective Date by the Federal Communications Commission.

"***FCC Licenses***" means all licenses and authorizations to use electromagnetic spectrum issued by the FCC pursuant to its authority granted under the Communications Act.

"***Fiscal Year***" has the meaning ascribed to such term in Section 9.3.

"***Foreign Ownership Survey***" has the meaning ascribed to such term in Section 8.1(h).

"***Forfeiture Allocations***" has the meaning ascribed to such term in Section 6.2(c)(iv).

"***Fundamental Provisions***" means Section 3.4, Section 5.1(a), Section 5.2, Section 6.9, Section 8.2, Section 8.3, Section 8.4, Section 8.6, Section 9.4, Section 9.8, Section 9.9, Section 10.1(b), Section 10.1(c), Section 11.3 or Section 11.23 (including, in each case, but only as to its usage therein, the definition of each capitalized term defined in other provisions of this Agreement).

"***GAAP***" means generally accepted accounting principles as in effect from time to time in the United States.

"***Governmental Authority***" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"***Hurdle Amount***" means, with respect to a Class P Common Unit, the following:

(i) initially, an amount determined by the Board at issuance and set forth in the Class P Common Unit Award Agreement pursuant to which such Class P Common Unit is issued, which amount is intended to cause the applicable Class P Common Unit to constitute a non-taxable profits interest for U.S. federal income tax purposes (within the meaning of Revenue Procedures 93-27 and 2001-43); *provided*, that such amount will be no less than the amount that would be distributed to all Members if, immediately before the grant of such Class P Common Unit, the Company sold its assets at Fair Market Value, repaid its liabilities in accordance with their terms, and distributed any remaining proceeds under Section 5.2(d); and

(ii) thereafter, in the event of any Distribution, capital contribution, redemption or any other adjustment to the capital structure of the Company (including Unit splits and combinations or capital contributions), the Hurdle Amount will be appropriately adjusted to reflect such adjustment (as determined in good faith by the Board) so as to ensure that a holder of a Class P Common Unit is not inequitably advantaged or disadvantaged by such change in capital structure.

"***Immediate Family Member***" means, with respect to a natural Person, a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of such Person.

"***Implied Total Consideration***" means, with respect to any Tag-Along Sale, the purchase price that would be payable for all of the assets of the Company and its Subsidiaries, less all of the liabilities of the Company and its Subsidiaries for borrowed money and otherwise customarily deducted in such a transaction, as determined in good faith by the Board based on (and extrapolated from) the actual consideration payable in connection such Tag-Along Sale for the Equity Interests that are the subject of such Tag-Along Sale.

"***Implied Value***" means, with respect to any type, class of series of Equity Interests in connection with a Tag-Along Sale, the implied per unit value of such type, class or series of Equity Interests, as determined in good faith by the Board, based on the amount of the hypothetical Distribution a Member would receive, in respect of a single unit of such type, class or series of Equity Interests, if the Implied Total Consideration with respect to such Equity Sale was distributed to the Members in accordance with Section 5.2(d).

"***Imputed Underpayment Amount***" means (i) any "imputed underpayment" within the meaning of Code Section 6225 (or any corresponding or similar provision of federal, state, local law and/or foreign tax law) paid (or payable) by the Company as a result of an adjustment with respect to any Company item (including any "partnership-related item" within the meaning of Code Section 6241(2) (or any corresponding or similar provision of federal, state, local and/or foreign tax law)), including any costs, interest, penalties or additions to tax with respect to any such adjustment, (ii) any amount not described in clause (i) (including any costs, interest, penalties or additions to tax with respect to such amounts) paid (or payable) by the Company as a result of the application of the provisions of Code Sections 6221-6241 (or any corresponding or similar provision of federal, state, local and/or foreign tax law), and/or (iii) any amount paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Company holds (or has held) a direct or indirect interest other than through entities treated as taxable corporations for U.S. federal income tax purposes to the extent that the Company bears the economic burden of such amounts, whether by law, agreement or otherwise, as a result of the application of the provisions of Code Section 6221-6241 (or any corresponding or similar provision of federal, state, local and/or foreign tax law), including any costs, interest, penalties or additions to tax with respect to such amounts.

"***Independent Manager***" has the meaning ascribed to such term in Section 3.1(b).

"***Independent Third Party***" means any Person other than (i) a party to this Agreement, and (ii) an Affiliate of any party to this Agreement.

"***Initial Capital Account Balance***" has the meaning ascribed to such term in Section 5.1(b).

"***Initial Subscribing Member***" has the meaning ascribed to such term in Section 8.6(a).

"***Institutional Indemnitors***" has the meaning ascribed to such term in Section 10.4.

"***Involuntary Transfer***" means any Transfer (i) pursuant to a divorce or separation decree, property settlement or other form of judicially approved marital arrangement, (ii) in connection with the foreclosure or other exercise of remedies under a lien or security interest (other than a pledge of Equity Interests to other Member(s)), (iii) pursuant to a judicial sale, (iv) in connection with a Bankruptcy, (v) upon death by will or as a result of intestacy, (vi) as a result of a declaration of incompetency, or (vii) otherwise by operation of law.

"***Involuntary Transfer Notice***" has the meaning ascribed to such term in Section 8.5(a).

"***IRS***" means Internal Revenue Service.

"***IRS Notice***" has the meaning ascribed to such term in Section 4.4(d).

"***Legal Proceeding***" means any claim, action, suit, inquiry, audit or investigation, or any administrative, mediation or arbitration proceeding.

"***Liquidation Assets***" has the meaning ascribed to such term in Section 7.3.

"***Liquidation Event***" has the meaning ascribed to such term in Section 7.2.

"***Liquidation FMV***" has the meaning ascribed to such term in Section 7.3.

"***Liquidation Statement***" has the meaning ascribed to such term in Section 7.3.

"***Liquidator***" has the meaning ascribed to such term in Section 7.3.

"***Losses***" has the meaning ascribed to such term in Section 10.2.

"***Major Non-Administrative Manager***" has the meaning ascribed to such term in Section 3.1(b).

"***Major Non-Administrative Member Group***" means, as of any date of determination, a Member Group that collectively holds at least fifteen percent (15%) of the Class A Common Units then outstanding.

"***Manager***" means a member of the Board.

"***Management Member***" means each Member who is or was, or with respect to which an Associated Person is or was, a director, manager, officer or employee of, or consultant, advisor or other service provider to, the Company or any of its Controlled Affiliates who acquires or is awarded Equity Interests pursuant to a Plan (and any related award agreement).

"***Member***" has the meaning ascribed to such term in the preamble.

"***Member Group***" means, with respect to any Member, such Member and its Controlled Affiliates that are Members.

"***Member Nonrecourse Debt***" has the same meaning as the term "partner nonrecourse debt" in Treasury Regulations Section 1.704-2(b)(4).

"***Member Nonrecourse Debt Minimum Gain***" means an amount, with respect to any Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"***Member Nonrecourse Deductions***" has the same meaning as the term "partner nonrecourse deductions" in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"***Net Profits***" and/or "***Net Losses***" means the net income or net loss (including capital gains and losses), respectively, of the Company for each Taxable Year (or other relevant period) as determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss), with the following adjustments (without duplication):

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition of "Net Profits" and "Net Losses" will be added to such taxable income or loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition of "Net Profits" and/or "Net Losses," will be subtracted from such taxable income or loss;

(iii) if the Carrying Value of any asset is adjusted pursuant to clauses (ii) or (iii) of the definition of "Carrying Value", then the amount of such adjustment will be treated as an item of gain (if the adjustment increases the Carrying Value of such asset) or an item of loss (if the adjustment decreases the Carrying Value of such asset) from the disposition of such asset and will be taken into account for purposes of computing Net Profits or Net Losses;

(iv) gain or loss resulting from any disposition of an asset with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Carrying Value of such asset, notwithstanding that the adjusted tax basis of such asset differs from its Carrying Value;

(v) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such gain or loss, there will be taken into account Depreciation for such Taxable Year, computed in accordance with the definition of Depreciation;

(vi) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Sections 734(b) or 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Account balances, the amount of such adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and will be taken into account for purposes of computing Net Profits or Net Losses; and

(vii) notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 6.2(b) or Section 6.2(d) will not be taken into account in computing Net Profits or Net Losses.

"***Net Taxable Income Distribution Amount***" means, with respect to a Member and the quarterly tax period for which this determination is being made, an amount equal to the product of (i) the federal net taxable income allocated to such Member for such period (as reasonably determined by the Partnership Representative), reduced (but not below zero) by the amount of any net taxable losses allocated to such Member for prior quarterly tax periods to the extent such losses have not already been used to reduce such Members' Net Taxable Income Distribution Amount for a prior quarterly tax period, and increased by the amount of any shortfalls in the distribution of such Member's Net Taxable Income Distribution Amount for prior quarterly tax periods to the extent cash has not already been distributed on account of, and to reduce, such shortfalls, and (ii) the Assumed Income Tax Rate for such period.

"***New Interests***" means (i) with respect to the Company, any Equity Interests, (ii) with respect to any Subsidiary of the Company, any equity interests of such Subsidiary comparable to Equity Interests other than any equity interests being issued to the Company or a Subsidiary of the Company, and (iii) with respect to the Company or any of its Subsidiaries, any notes, bonds, debentures or other forms of indebtedness issued by the Company to an Administrative Member or any of its Controlled Affiliates (which indebtedness may also take the form of loans made to the Company, in which case the "issuance" or "purchase" of New Interests will be deemed to be the making of such loans at a "purchase price" deemed to be the face value thereof).

"***New Issuance Notice***" has the meaning ascribed to such term in Section 8.6(a).

"***Newly Vested Class P Common Unit***" has the meaning ascribed to such term in Section 5.2(e).

"***Non-Parties***" has the meaning ascribed to such term in Section 11.18.

"***Nonrecourse Deductions***" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"***Nonrecourse Liability***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

"***Non-Administrative Member***" means each Member that is not an Administrative Member.

"***Non-Exempt ArrowMark Units***" means any Class A Common Units that are the subject of a proposed Transfer (other than pursuant to clause (i) or (iii) of the definition of "Exempt Transfer") by an ArrowMark Member after the ArrowMark Members, collectively, have Transferred (other than pursuant to clause (i) or (iii) of the definition of "Exempt Transfer") a number of Class A Common Units equal to twenty-five percent (25%) of the number of Class A Common Units issued and outstanding as of the Effective Date.

"***Order***" means a subpoena, order, judgment or decree of a court or governmental or regulatory agency of competent jurisdiction.

"***Original LLC Agreement***" has the meaning ascribed to such term in the recitals.

"***Original Member***" has the meaning ascribed to such term in the recitals.

"***Oversubscription Amount***" has the meaning ascribed to such term in Section 8.6(a).

"***Partially Adjusted Capital Account Balance***" means, with respect to any Member and any Taxable Year, the Capital Account balance of such Member as of the beginning of such Taxable Year, as adjusted for all capital contributions, Distributions and special allocations with respect to such Taxable Year but before giving effect to any allocations of Net Profits or Net Losses or items of income, gain, loss and deduction for such Taxable Year pursuant to Section 6.2(a) of this Agreement.

"***Partnership Representative***" has the meaning ascribed to such term in Section 6.6(a).

"***Payment Blockage***" means, with respect to any purchase of Equity Interests to which the Company has agreed or is otherwise permitted, the reasonable likelihood (as determined by the Board in good faith) of the occurrence of any one or more of the following events or circumstances if such purchase was consummated: (i) the Company and its Subsidiaries (taken as a whole) having inadequate capital available to carry on their business, (ii) the insolvency of the Company and its Subsidiaries (taken as a whole) or the Company and its Subsidiaries (taken as a whole) being unable to pay their debts as they become due, (iii) a default under any financing agreements to which the Company or any of its Subsidiaries is a party, or (iv) a failure to be in compliance with upcoming financial covenants, on a pro forma basis after giving effect to such purchase, under any such financing agreements.

"***PDR***" has the meaning ascribed to such term in Section 8.1(h).

"***Permitted Transfer***" has the meaning ascribed to such term in Section 8.1(e).

"***Person***" means a natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization or a governmental entity.

"***Plan***" means any incentive unit or phantom equity plan of the Company that may be established or amended with the approval of the Board on or after the Effective Date.

"***Plan of Reorganization***" means the Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 459], together with all exhibits and supplements thereto, and as modified or amended from time to time, filed in the Chapter 11 Cases.

"***Prevailing Party***" means (i) with respect to a Legal Proceeding seeking monetary damages, the party to such Legal Proceeding that secures as a final, unappealable judgment, a dollar amount (excluding interest) that is equal to or greater than fifty percent (50%) of the amount claimed as damages in the complaint or as a counterclaim in the answer, and, if such party fails to secure any amount of the damages claimed, then the other party to such Legal Proceeding, (ii) with respect to a Legal Proceeding seeking a declaratory ruling, a permanent injunction order of specific performance or other equitable relief, the party to such Legal Proceeding that secures the relief sought, and, if such party is unsuccessful in securing such relief, then the other party to such Legal Proceeding, and (iii) with respect to a Legal Proceeding seeking monetary damages and an equitable remedy, the party to such Legal Proceeding that secures an equitable remedy or, if unsuccessful in securing such remedy, then secures as a final, unappealable judgment, a dollar amount (excluding interest) that is equal to or greater than fifty percent (50%) of the amount claimed as damages; *provided*, if such party is also unsuccessful in securing such damages, then the other party to such Legal Proceeding; *provided further, however*, (A) that if a party seeking monetary damages fails to specify in a pleading the amount of damages claimed or amends its complaint or answer to change the dollar amount of damages originally sought, such party is not eligible to be a Prevailing Party unless it secures a declaratory ruling or a permanent injunction, and (B) if one party to a Legal Proceeding would be deemed a "Prevailing Party" under one of the foregoing clauses and the other party to such Legal Proceeding would be deemed a "Prevailing Party" under another of the foregoing clauses, then neither party will be deemed a "Prevailing Party".

"***Pro Rata Share***" means, with respect to any Member, (i) as of immediately prior to the delivery of an Approved Sale Notice or a Tag-Along Notice in connection with an Equity Sale, a fraction, the numerator of which is the aggregate number of Class A Common Units (including, for this purpose, any Class A Common Units issuable, directly or indirectly, upon the exercise, exchange or conversion of other Vested Equity Interests) being Transferred by the Administrative Members, collectively, in connection with such Equity Sale, and the denominator of which is the number of Class A Common Units (including, for this purpose, any Class A Common Units issuable, directly or indirectly, upon the exercise, exchange or conversion of other Vested Equity Interests) then held by the Administrative Members, collectively, and (ii) as of immediately prior to the sale of any New Interests to which Section 8.6 applies, a fraction, the numerator of which is the number of Class A Common Units then held by such Member (including, for this purpose, any Class A Common Units issuable, directly or indirectly, upon the exercise, exchange or conversion of other Vested Equity Interests then held by such Member), and the denominator of which is the total number of Class A Common Units then outstanding (treating, for this purpose, as outstanding all Class A Common Units issuable, directly or indirectly, upon the exercise, exchange or conversion of all Vested Equity Interests then outstanding).

"***Public Offering***" means a sale of Equity Interests or other Securities in an underwritten offering or direct listing pursuant to an effective registration statement filed with the SEC pursuant to the Securities Act (other than the registration of Equity Interests or other Securities issued in connection with a merger,

acquisition, corporate reorganization, exchange offer, dividend reinvestment plan, stock option plan or other employee benefit plan).

"***Qualified Member***" means (i) a Member who was a Member on the Effective Date or is an Affiliate of such Member, (ii) any other Member who holds in excess of twenty-five percent (25%) of the outstanding Class A Common Units, and (iii) and any other Member designated as such by the Company.

"***Qualifying Breach***" means, with respect to any Person, the material breach by such Person of any non-disclosure, non-compete, non-solicitation, non-disparagement or other restrictive covenant contained in a written agreement between such Person and the Company or any of its Affiliates.

"***Recapitalization***" means any Unit split, Unit distribution, Unit combination or other recapitalization event.

"***Register***" means the register of Members maintained by the Company, in which the Company provides for the registration and withdrawal of Members, and with respect to each Member, its notice address, Unitholdings (including the acceptance and Transfer of Units) and Capital Account balances, among other data. The initial Register is set forth on Schedule II attached hereto.

"***Regulatory Allocations***" has the meaning ascribed to such term in Section 6.2(b)(iv).

"***Repurchase Value***" means, with respect to the purchase of Equity Interests from a Management Member in connection with a Separation from Service, the Fair Market Value of such Equity Interests (determined as of the date of such Separation from Service) or, if lower, and such Separation from Service resulted from circumstances constituting Cause or a Qualifying Breach of such Management Member was discovered thereafter, then the amount paid by such Management Member for such Equity Interests.

"***Remaining New Interests***" has the meaning ascribed to such term in Section 8.6(a).

"***Revised Partnership Audit Procedures***" means Code Sections 6221 through 6241, as amended by the U.S. Bipartisan Budget Act of 2015, together with any Treasury Regulations or guidance issued thereunder or successor provisions and any similar provision of state or local tax laws.

"***Sale Consideration***" has the meaning ascribed to such term in Section 8.4(a).

"***Sale of the Company***" means any of the following: (i) a merger, consolidation or reorganization of the Company or a Subsidiary of the Company with or into any Independent Third Party, other than any such transaction (or series of related transactions) following which (A) the Members immediately prior to such transaction (or series of related transactions) will own immediately following such transaction (or series of related transactions), solely in respect of the Units held by them prior to such transaction, directly or indirectly through another Person, equity Securities representing greater than fifty percent (50%) of the aggregate Fair Market Value of all then outstanding Equity Interests or, if the Company no longer exists, the then outstanding equity Securities of the surviving Person, or (B) the Administrator Group collectively will continue to hold a majority of the voting power of the Board; (ii) a transaction (or series of related transactions) in which one or more Independent Third Parties will collectively acquire directly from Members Common Units representing more than fifty percent (50%) of the outstanding voting power of the Company; (iii) a SPAC Transaction or other similar extraordinary transaction with an Independent Third Party determined by the Board to constitute a "Sale of the Company"; or (iv) the Transfer, lease or exclusive license, in a single transaction or series of related transactions, by the Company or any Subsidiary of the Company to an Independent Third Party of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more

Subsidiaries of the Company to an Independent Third Party if substantially all of the assets of the Company and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries; *provided*, *however*, that the foregoing does not include a Transfer, lease, exclusive license or other disposition to one or more wholly-owned Subsidiaries of the Company.

"***SEC***" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"***Securities***" means (i) any capital stock (whether common stock or preferred stock, voting or non-voting), partnership, membership, limited liability company or other ownership (including voting) interest, (ii) any right, option, warrant or other security or evidence of indebtedness convertible into, or exercisable or exchangeable for, directly or indirectly, any interest described in clause (i), (iii) any notes, bonds, debentures, trust receipts and other obligations, instruments or evidences of indebtedness, and (iv) any "securities", as such term is defined or determined under the Securities Act.

"***Securities Act***" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the SEC promulgated thereunder, all as the same is in effect from time to time.

"Senior Credit Facility" means the credit facilities made available to Starry Group Holdings, Inc., a Delaware corporation, and/or one or more of its Subsidiaries from time to time pursuant to the Senior Credit Facility Loan Documents.

"***Senior Credit Agreement***" has the meaning ascribed to such term in the definition of Senior Credit Facility Loan Documents.

"***Senior Credit Facility Loan Documents***" means that certain Credit Agreement by and among Starry Group Holdings, Inc., a Delaware corporation, and each other "Borrower" party thereto, the lenders party thereto from time to time and ArrowMark Agency Services LLC, as Administrative Agent, as the same may be amended, restated or otherwise modified from time to time (the "***Senior Credit Agreement***") and the agreements and instruments entered into in connection therewith, as the same may be amended, restated or otherwise modified from time to time, and any credit agreement, loan agreement, note purchase agreement or similar agreement and collateral agreements related thereto (as the same may be amended, modified, restated or supplemented) entered into in connection with a renewal, refunding, replacement or refinancing in whole or in part of the indebtedness evidenced by the Senior Credit Agreement.

"***Separation from Service***" means the cessation for any reason, including death, disability, resignation for any reason, termination for any reason or retirement at any time, of the engagement of a Management Member or an Associated Person of a Management Member as a director, manager, officer or employee of, or consultant, advisor or other service provider to, the Company or any of its Controlled Affiliates.

"***Simple Majority Interest***" means Members that collectively hold at least a majority of the type, class or series of Units, as applicable, *provided* that any matter requiring the consent of a Simple Majority Interest shall, at any time when there exists two or more Members holding such type, class or series of Units that are not Affiliates of each other, require the consent of at least two Members holding such type, class or series of Units that are not Affiliates of each other.

"***SMRH***" has the meaning ascribed to such term in Section 11.13.

"***SPAC Transaction***" means a merger or other business combination with a "blank-check" company or any transaction with a special purpose acquisition company, following which the Securities of a Person that owns, directly or indirectly, all or substantially all of the operations owned, directly or indirectly, by the Company prior to such transaction are quoted or traded on a major stock exchange.

"***Special Catch-Up Distribution***" has the meaning ascribed to such term in Section 5.2(e).

"***Special Catch-Up Hurdle Amount***" has the meaning ascribed to such term in Section 5.2(e).

"***Subscribing Eligible Member***" has the meaning ascribed to such term in Section 8.6(a).

"***Subsidiary***" means, with respect to any Person, any corporation, association, partnership, limited liability company or other business entity of which fifty percent (50%) or more of the total voting power or equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, representatives, managers or trustees thereof is at the time owned or Controlled, directly or indirectly, by such Person.

"***Subsidiary Governing Body***" has the meaning ascribed to such term in Section 3.4(a).

"***Tag-Along Notice***" has the meaning ascribed to such term in Section 8.3(a).

"***Tag-Along Sale***" has the meaning ascribed to such term in Section 8.3(a).

"***Target Capital Account Balance***" means, with respect to any Member and any Taxable Year (or portion thereof), an amount (which may be either positive or negative) equal to the following: (i) the amount of the hypothetical Distribution such Member would receive if, as of the last day of such Taxable Year, all of the assets of the Company were sold at a purchase price equal to their Carrying Values (which, for the avoidance of doubt, would not be adjusted on account of such hypothetical Distribution), all Company liabilities were satisfied to the extent required by their terms (limited, with respect to each Nonrecourse Liability or Member Nonrecourse Debt, to the Carrying Value of the assets securing each such liability), and the Company was thereafter immediately liquidated in accordance with Section 7.3 (without regard to any limitations relating to time vesting); less, (ii) such Member's share of Company Minimum Gain, determined pursuant to Treasury Regulations Section 1.704-2(b)(2), 1.704-2(d) and 1.704-2(g) and computed immediately before such hypothetical Distribution; and less (iii) such Member's share of Member Nonrecourse Debt Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(i)(3) and 1.704-2(i)(5) and computed immediately before such hypothetical Distribution; *provided*, the Board may, in its sole and absolute discretion, make such assumptions with respect to the foregoing calculation as it deems necessary or appropriate in order to effectuate the intended economic arrangement of the Members as reflected in this Agreement; *provided*, *further*, that the value placed on the goodwill, if any, of the Company for the foregoing calculation will be limited to its Carrying Value.

"***Tax Distribution***" has the meaning ascribed to such term in Section 5.2(b).

"***Tax Distribution Conditions***" has the meaning ascribed to such term in Section 5.2(b).

"***Tax Distribution Date***" means April 10th, June 10th, September 10th and January 10th of each year, subject to adjustment by the Partnership Representative if the due dates for estimated income tax payments are changed.

"***Taxable Year***" has the meaning ascribed to such term in Section 6.5.

"***Transfer***" means, with respect to any assets or Securities, lend, pledge, encumber, gift, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, or otherwise transfer or dispose of such assets or Securities, whether voluntarily or involuntarily, directly or indirectly, with or without consideration.

"***Transfer Notice***" has the meaning ascribed to such term in Section 8.1(h).

"***Transferee***" means any Person to which Equity Interests are to be Transferred or to which Equity Interests have already been Transferred pursuant to an Involuntary Transfer.

"***Transferring Member***" means any Member proposing to Transfer Equity Interests or whose Equity Interests are Transferred pursuant to an Involuntary Transfer.

"***Treasury Regulations***" means the final or temporary income tax regulations promulgated under the Code and any corresponding provisions of successor regulations.

"***Unit***" or "***Units***" has the meaning ascribed to such term in Section 2.2.

"***Unit Certificate***" has the meaning ascribed to such term in Section 4.3(a).

"***Unitholder***" means a Person holding one or more Units (which Person, if a recipient of Unit(s) by Involuntary Transfer, may or may not be a Member).

"***Unitholdings***" means, with respect to a Person, the Units held by such Person.

"***Undersubscription Notice***" has the meaning ascribed to such term in Section 8.6(a).

"***Unvested***" means, with respect to any Equity Interest on the date of determination, such Equity Interest is not vested as of such date pursuant to the terms of the Plan (if one is established therefor) and any agreement (*e.g.*, a Class P Common Unit Award Agreement) pursuant to which it was issued.

"***Vested***" means, with respect to any Equity Interest on the date of determination, such Equity Interest is vested as of such date pursuant to the terms of the Plan (if one is established therefor) and any agreement (*e.g.*, a Class P Common Unit Award Agreement) pursuant to which it was issued.

PART 2. Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation apply:

Company Obligations. Any obligation of the Company in this Agreement is also deemed to be an obligation of the Board to cause the Company to comply with such obligation.

Calculation of Time Period. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period is excluded. If the last day of such period is a non-Business Day, the period in question ends on the next succeeding Business Day.

Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting the singular number includes the plural and vice versa.

Headings. The furnishing of a table of contents to this Agreement, and the division of this Agreement into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and do not affect or be utilized in construing or interpreting this Agreement. All references

in this Agreement to any "Section" are to the corresponding section of this Agreement unless otherwise specified.

Herein. Words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and should not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

To the Extent. The phrase "to the extent" means the degree to which a matter extends and is not tantamount to "if".

References. Except as expressly set forth in this Agreement, references to any other agreement, document or instrument means such agreement, document or instrument as amended, restated or otherwise modified from time to time in accordance with the terms thereof and, if applicable, hereof. Reference to any law means such law as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, includes any rules and regulations promulgated under such statute), and any reference to any section of any statute, rule or regulation includes any successor to such section.

SCHEDULE I

MANAGERS

As of the Effective Date:

Name	Designation
Alex Moulle-Berteaux	Executive Manager (CEO Manager)
Chaitanya Kanojia	Executive Manager and Independent Manager
Karen Reidy	Administrative Manager
Dana Staggs	Administrative Manager
Clayton Freeman	Administrative Manager
Scott Cragg	Major Non-Administrative Manager

SCHEDULE II

REGISTER OF MEMBERS

[On file with the Company.]

EXHIBIT A

FORM OF JOINDER

JOINDER TO

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF

NEW STARRY HOLDINGS LLC

Pursuant to [Section 2.1] [Article VIII] of that certain Amended and Restated Limited Liability Company Agreement of New Starry Holdings LLC, dated as of August 31, 2023 (as the same may be amended, restated, modified or otherwise supplemented from time-to-time, the "***LLC Agreement***"), by and among New Starry Holdings LLC, a Delaware limited liability company (the "***Company***"), and the other parties thereto, by execution and delivery of this joinder agreement and its acceptance thereof by the Company, the undersigned hereby agrees and acknowledges that the undersigned is a Member (as such term is defined in the LLC Agreement), and hereby agrees to be bound by the terms and conditions of, subject to the obligations of, and entitled to the benefits of, the LLC Agreement as a Member thereunder, and authorizes this joinder agreement to be attached to the LLC Agreement.

Executed, in counterpart, as of the ___ day of [_____].

[_____],
a [_____]

By: _____
Name:
Title:

Address: _____
Fax Number: _____
Email: _____

ACCEPTED & ACKNOWLEDGED:

NEW STARRY HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT B

FORM OF CONSENT OF SPOUSE

CONSENT OF SPOUSE

I, the undersigned, spouse of _____, have read and understand the terms of that certain Amended and Restated Limited Liability Company Agreement of New Starry Holdings LLC (the "***Company***"), dated as of August 31, 2023 (as the same may be amended, restated, modified or otherwise supplemented from time-to-time, the "***LLC Agreement***"), including, without limitation, Article VIII therein. I am aware that by its provisions, my spouse has agreed to certain restrictions on the transfer or sale of Equity Interests (as such term is defined in the LLC Agreement) owned by my spouse, and that upon the legal separation or dissolution of my marriage to my spouse, I must comply with certain provisions of the Agreement (including, without limitation, the provisions of Article VIII therein).

I am aware that the legal, financial and related matters contained in the LLC Agreement are complex and that I have had the opportunity to retain independent professional guidance and/or legal counsel with respect to this spousal consent. I have either sought such guidance or counsel or have made a conscious decision, after reviewing the Agreement carefully, not to seek such guidance or counsel. I represent and warrant that I fully understand (i) the terms of the LLC Agreement (including, without limitation, the provisions of Article VIII therein), (ii) the rights and obligations of the members of the Company under the LLC Agreement, and (iii) the significance of my execution of this spousal consent.

I agree that my interest, if any, in any Equity Interests are irrevocably bound by the LLC Agreement and further agree that any community property interest I may have in any Equity Interests will be similarly bound by the LLC Agreement. I further agree that if I predecease my spouse, any interest I may have in any Equity Interests that passes by will or as a result of intestacy, will pass subject to the terms of the LLC Agreement. Finally, I agree (a) that my spouse is granting the Board and the Company, in certain circumstances, a power of attorney and I consent to such action, (b) the LLC Agreement and this Consent of Spouse is binding upon and will inure to the benefit of me and my estate, heirs, administrators, executors, personal representatives, successors and assigns, and (c) I authorize my spouse to act for and on behalf of my marital or community interest in and to the Equity Interests held by my spouse.

Executed on _____ ___, 20____.

_____

Print Name:

Address: _____

_____

_____

Fax Number: _____

Email: _____

EXHIBIT C

FORM OF UNIT CERTIFICATE

THE RIGHTS AND OBLIGATIONS ATTENDANT TO THE OWNERSHIP INTERESTS REPRESENTED BY THIS UNIT CERTIFICATE ARE SET FORTH IN, AND THIS UNIT CERTIFICATE AND THE OWNERSHIP INTERESTS REPRESENTED HEREBY ARE IN ALL RESPECTS SUBJECT TO, THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF NEW STARRY HOLDINGS LLC, DATED AS OF [____] (AS THE SAME MAY BE AMENDED OR RESTATED FROM TIME TO TIME, THE "AGREEMENT"). THE TRANSFER OF THIS UNIT CERTIFICATE AND THE OWNERSHIP INTERESTS REPRESENTED HEREBY ARE RESTRICTED AS DESCRIBED IN THE AGREEMENT.

EACH UNIT CERTIFICATED HEREBY CONSTITUTES A "SECURITY" WITHIN THE MEANING OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE (INCLUDING SECTION 8-102(a)(15) THEREOF) AS IN EFFECT FROM TIME TO TIME IN THE STATE OF DELAWARE.

THE UNITS CERTIFICATED HEREBY HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND SUCH UNITS SHALL NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE SAME ARE REGISTERED AND QUALIFIED IN ACCORDANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED.

UNIT CERTIFICATE FOR [CLASS [_] COMMON][SERIES [_]] UNITS OF

NEW STARRY HOLDINGS LLC

Unit Certificate Number [_]-[_]-_____ _____ [Class [_] Common][Series [_]] Units

New Starry Holdings LLC, a Delaware limited liability company (the "Company"), hereby certifies that _____ (the "Holder") is the registered owner of _____ [Class [_] Common][Series [_]] Units of the Company (the "Units"). By acceptance of this Unit Certificate, and as a condition to being entitled to any rights and/or benefits with respect to the Units evidenced hereby, the Holder agrees to comply with and be bound by all the terms and conditions of the Agreement. The Company will furnish a copy of the Agreement to the Holder without charge upon written request to the Company at its principal place of business.

IN WITNESS WHEREOF, the Company has caused this Unit Certificate to be executed by its duly authorized officer as of the date set forth below.

Dated: _____

_____
Name:
Title:

(REVERSE SIDE OF UNIT CERTIFICATE FOR

[CLASS [_] COMMON][SERIES [_]] UNITS OF NEW STARRY HOLDINGS LLC)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ _____ [Class [_] Common][Series [_]] Units, and irrevocably constitutes and appoints _____, as attorney-in-fact, to transfer the same on the books and records of the Company, with full power of substitution in the premises.

Dated _____

Signature: _____
(Transferor)

EXHIBIT D

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

Date: [_____]

$[_____] [New York, New York]

FOR VALUE RECEIVED, New Starry Holdings LLC, a Delaware limited liability company (the "***Debtor***"), promises to pay to [_____] or its registered assigns ("***Holder***") the sum of [____] AND 00/100 DOLLARS ($[_____].00), together with accrued interest on the outstanding principal balance of this promissory note (this "***Note***").

1. On the last day of each calendar quarter, beginning with [___][1], Debtor shall pay to Holder $[___][2] by wire transfer of immediately available funds to an account designated in writing by Holder.

2. All other sums outstanding under this Note will be due and payable in full on the earlier to occur of (i) [___][3] and (ii) the consummation of a Sale of the Company.

3. Interest will accrue on the outstanding principal amount of this Note from the date of this Note at the rate of [___]%[4] per annum. Interest is calculated on the basis of actual number of days elapsed based on a 360-day year of twelve 30-day months. In no event will the interest rate applicable at any time to this Note exceed the maximum rate permitted by law and any interest payment in excess of that maximum rate will be treated as a payment of principal. All payments on this Note will be applied to the payment of accrued interest before being applied to the payment of principal, provided that if a default has occurred hereunder, Holder may apply payments in such manner as it determines in its absolute discretion.

4. This Note is payable in lawful money of the United States of America by check or by wire transfer of immediately available funds to the account specified in writing to the Debtor by Holder. All payments on this Note must be made in full without deduction for taxes or deduction for any other reason.

5. The outstanding principal balance of this Note may be prepaid in whole or in part, without penalty, at any time.

6. This Note is unsecured.

7. Upon the occurrence of a default under this Note, Holder may declare all sums owing under this Note to be immediately due and payable in full.

8. The Debtor hereby waives presentment, demand for payment, notice of dishonor, protest and notice of protest, and any or all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note. The liability of the Debtor hereunder is unconditional and will not be in any manner affected by any indulgence whatsoever granted or consented to by Holder, including but not limited to any extension of time, renewal, waiver or other modification. Any failure of

[1] Insert date that is the last day of the calendar quarter in which this Note is issued.
[2] Insert payment amount that pays off this Note in 12 equal quarterly installments.
[3] Insert last installment date.
[4] Unless otherwise agreed, insert 5%.

Holder to exercise any right hereunder will not be construed as a waiver of the right to exercise the same or any other right at any time and from time to time thereafter.

9. Any amendment or modification of this Note, or any waiver of any provision herein, requires the prior written consent of Holder and the Debtor.

10. The Debtor agrees to pay on demand any fees and expenses (including reasonable attorneys' fees) incurred by Holder in connection with the collection of this Note after a default has occurred, whether or not a collection or other proceeding is instituted. Any such sums not paid when due will incur interest at the rate equal to ten percent (10%) per annum.

11. If any provision of this Note is held to be illegal or unenforceable for any reason whatsoever, such illegality or unenforceability will not affect the validity of any other provision hereof.

12. This Note is governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law principles.

13. Each of the Debtor and Holder (i) irrevocably and unconditionally submits to the exclusive jurisdiction of the state courts of New York in the County of New York and the United States District Court for the Southern District of New York for the purpose of any legal proceeding arising out of or based upon this Note; (ii) shall not commence any legal proceeding arising out of or based upon this Note except in the state courts of New York in the County of New York or the United States District Court for the Southern District of New York; (iii) waives, and shall not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding any claim that such party is not subject personally to the jurisdiction of the aforementioned courts, that such party's property is exempt or immune from attachment or execution, that the legal proceeding is brought in an inconvenient forum, that the venue of the legal proceeding is improper or that this Note or the subject matter hereof should not be enforced in or by such court; and (iv) consents to personal jurisdiction for any equitable action sought in the United States District Court for the Southern District of New York or any court of the State of New York in the County of New York having subject matter jurisdiction.

14. Each of the Debtor and Holder WAIVE ANY RIGHT TO TRIAL BY JURY.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Debtor has caused this Note to be executed as of the day and year first written above.

DEBTOR:

NEW STARRY HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name:
Title: Authorized Signatory

EXHIBIT H

Issuance, Transfer, Exchange and Redemption Agreement

THIS **ISSUANCE, TRANSFER, EXCHANGE AND REDEMPTION AGREEMENT** (this "***Agreement***") dated as of August 31, 2023, is made by and among New Starry Holdings LLC, a Delaware limited liability company ("***Parent***"), Starry Group Holdings Inc., a Delaware corporation ("***Starry Holdings***"), Starry, Inc., a Delaware corporation ("***Starry Opco***"), each Subsidiary of Starry Opco that is party to this Agreement, ArrowMark Agency Services LLC, a Delaware limited liability company ("***Agent***"), and each of the Persons listed on Schedule I attached hereto (each such Person, an "***Investor***", and collectively, the "***Investors***"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Annex I attached hereto, which Annex I also includes certain rules of interpretation for this Agreement.

PRELIMINARY STATEMENTS

WHEREAS, the Parties hereto desire to memorialize the transactions contemplated by the Plan of Reorganization;

WHEREAS, pursuant to the Plan of Reorganization and this Agreement, all capital stock and other Equity Interests of Starry Holdings will be canceled and Starry Holdings will simultaneously issue to Starry Opco one hundred thousand (100,000) newly authorized shares ("***Starry Holdings Shares***") of common stock, $0.001 par value per share, of Starry Holdings;

WHEREAS, pursuant to the Plan of Reorganization and this Agreement, Starry Opco will transfer all of its Starry Holdings Shares (the "***Prepetition Claims Shares***") to the Investors, in their capacity as Prepetition Lenders, in exchange for the cancellation of all Prepetition Term Loan Claims;

WHEREAS, Parent was formed by Agent, its sole member and holder of Parent's one and only outstanding unit of common equity (the "***Existing Parent Equity***"), for the ultimate purpose of owning all of the capital stock of Starry Holdings;

WHEREAS, pursuant to this Agreement and in accordance with the Plan of Reorganization, after giving effect to the transfer by Starry Opco of all Starry Holdings Shares it holds to the Investors as described above, Parent is redeeming the Existing Parent Equity from Agent and, concurrently therewith, the Investors are contributing to Parent all of the Starry Holdings Shares they own in exchange for being admitted as members of Parent and in connection therewith, being issued Class A Common Units that have been constituted pursuant to the Parent LLC Agreement as set forth on Schedule I attached hereto; and

WHEREAS, immediately after the contribution of Starry Holdings Shares in exchange for the Class A Common Units described above, the Investors will own all of the issued and outstanding Class A Common Units of Parent, and Parent will own all of the issued and outstanding capital stock of Starry Holdings.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

Transactions

Pursuant to the Plan of Reorganization and this Agreement, each of the following transactions shall be deemed to occur in the order specified herein, in each case, without any further action required by any Person, with the issuances of Class A Common Units described in the Plan of Reorganization and in this

Agreement being reflected on Schedule I attached hereto and on Schedule I (as constituted on the date hereof) attached to the Parent LLC Agreement.

SECTION 1.01 Issuance of Starry Holdings Shares. At the Effective Time (as hereinafter defined), Starry Holdings shall issue Starry Holdings Shares to Starry Opco (the "***Issuance***"), which shall be treated as a capital contribution of such Starry Holdings Shares to Starry Opco.

SECTION 1.02 Transfer of Prepetition Claims Shares for Cancelling Prepetition Debt Claims. Immediately after the Issuance, Starry Opco shall transfer such number of Prepetition Claims Shares to each Investor as is set forth on Schedule I attached hereto opposite such Investor's name under the column titled "Prepetition Claims Shares", and all Prepetition Term Loan Claims held by such Investor shall be concurrently cancelled and extinguished.

SECTION 1.03 Redemption of Existing Parent Equity and Exchange of Starry Holdings Shares for Class A Common Units. Immediately after Starry Opco has transferred all Starry Holdings Shares to the Investors, the following actions shall occur concurrently: (i) Parent shall redeem from Agent the Existing Parent Equity for one dollar ($1.00), (ii) Agent shall withdraw as a member of Parent, (iii) each Investor shall contribute each Starry Holdings Share it owns to Parent, and (iv) Parent shall issue to each Investor one (1) Class A Common Unit for each such Starry Holdings Share so contributed and admit such Investor as a member of Parent, such that each Investor will own immediately thereafter such number of Class A Common Units as is set forth on Schedule I attached hereto opposite such Investor's name under the column titled "Class A Common Units".

SECTION 1.04 Reinstatement of Intercompany Interests and Claims. All Intercompany Interests and Intercompany Claims are hereby Reinstated under the Plan of Reorganization, such that Starry Holdings, Starry Opco and each of their Subsidiaries will continue to hold, immediately after the consummation of the transactions on the Effective Date, all of the Equity Interests of and all of the Claims against each Subsidiary of Starry Holdings or Starry Opco that it holds immediately prior to the Effective Time.

SECTION 1.05 Closing. The transactions set forth in this Article I (the "***Closing***") will commence at 10:00 a.m. New York time (the "***Effective Time***") on the Effective Date.

SECTION 1.06 Closing Deliveries. At the Effective Time, each Investor shall deliver to Parent a counterpart to the Parent LLC Agreement, duly executed by such Investor, and Parent shall deliver to each Investor a counterpart to the Parent LLC Agreement duly executed by Parent.

ARTICLE II

General Representations & Warranties of each Party

Each Party hereby represents and warrants to each other Party as of the Effective Date as follows:

SECTION 2.01 Organization; Powers. Such Party is (a) duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has all requisite corporate or other organizational power and authority and all material Governmental Approvals required for the ownership and operation of its properties and the conduct of its business as now conducted and as proposed to be conducted and (c) is qualified to do business, and is in good standing, in every jurisdiction where such qualification is required, except in each case referred to in this clause (c), where the failure to be so, to have such or to do so, individually and in the aggregate, would not reasonably be expected to result in a material adverse effect on its business.

SECTION 2.02 Authorization; Enforceability. Such Party has the power and authority to properly and validly execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby have been duly and validly authorized by all necessary company action. This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 2.03 Absence of Conflicts. The transactions contemplated herein do not require such Party to obtain the approval of any third party (including Governmental Approvals) except such as have been obtained and are in full force and effect. The execution, delivery and performance by such Party of this Agreement and the consummation of the transactions contemplated hereby by such Party do not and will not conflict with or violate (i) the Organizational Documents of such Party, or (ii) any law, order or permit of any Governmental Authority applicable to such Party.

ARTICLE III

General Provisions

SECTION 3.01 Survival. The representations, warranties, covenants and agreements contained in this Agreement survive the Closing.

SECTION 3.02 Amendments and Waivers. This Agreement may be amended, and the observance of any provision of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively), only upon the written consent of each Party.

SECTION 3.03 Binding Effect; Third Party Beneficiaries. This Agreement binds and inures to the benefit of the Parties and their respective successors and assigns. Except as expressly set forth in this Agreement, none of the provisions in this Agreement are for the benefit of or enforceable by any Person other than the Persons identified in the foregoing sentence.

SECTION 3.04 Delays or Omissions; Remedies Cumulative. No delay or omission to exercise any right, power, or remedy accruing to any Party, upon any breach or default of any other Party, will impair any such right, power, or remedy of such non-breaching or non-defaulting Party, nor will it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement must be in writing and will be effective only to the extent specifically set forth in such writing. All remedies, whether under this Agreement or otherwise afforded to any Party by law, are cumulative and not alternative, and the use of any one remedy by a Party will not preclude or waive its right to use any other remedy.

SECTION 3.05 Entire Agreement; Modification of RSA. This Agreement, together with the Plan of Reorganization, the Confirmation Order and the Restructuring Support Agreement, constitutes the entire understanding and agreement among the Parties hereto with respect to the subject matter hereof. All references in the Restructuring Support Agreement to the "Exit Facility" shall mean and refer to the credit facilities set forth in the Credit Agreement and all references therein to "Exit Facility Equity" are hereby deleted.

SECTION 3.06 Governing Law; Dispute Resolution; Jurisdiction; Venue.

(a) This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York located in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each Party hereby irrevocably and unconditionally agrees that all claims arising out of or relating to this Agreement brought by it or any of its affiliates shall be brought, and shall be heard and determined, exclusively in such New York State or, to the extent permitted by law, in such federal court.

(c) Each Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each Party hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Notwithstanding anything to the contrary contained in the foregoing, the Bankruptcy Court shall retain jurisdiction to the extent provided for in the Plan of Reorganization and the Confirmation Order.

SECTION 3.07 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 3.08 Equitable Relief. Each Party acknowledges that a breach or threatened breach by such Party of any of its obligations under this Agreement would give rise to irreparable harm to the other Parties for which monetary damages may not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such Party of any such obligations, the other Parties hereto may, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to an injunction, specific performance and any other equitable relief that may be available from a court of competent jurisdiction.

SECTION 3.09 Headings. The headings in this Agreement are for reference only and should not affect the interpretation of this Agreement.

SECTION 3.10 Signatures. This Agreement may be executed and delivered by facsimile, portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign), and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

PARENT:

NEW STARRY HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STARRY HOLDINGS:

STARRY GROUP HOLDINGS, INC.,
a Delaware corporation

By: _____
Name:
Title:

STARRY OPCO:

STARRY, INC.,
a Delaware corporation

By: _____
Name:
Title:

[Signature page to Issuance, Transfer, Exchange and Redemption Agreement]

STARRY OPCO SUBSIDIARIES:

STARRY SPECTRUM HOLDINGS LLC,
a Delaware limited liability company

By: STARRY, INC. its Sole Member

By: _____
Name:
Title:

STARRY (MA), INC.,
A Massachusetts corporation

By: _____
Name:
Title:

STARRY SPECTRUM LLC,
a Delaware limited liability company

By: STARRY, INC., its Sole Member

_____
By:
Title:

TESTCO LLC,
a Delaware limited liability company

By STARRY, INC., its Sole Member

By: _____
Name:
Title:

WIDMO HOLDINGS LLC,
a Delaware limited liability company

By STARRY, INC., its Sole Member

By: _____
Name:
Title:

VIBRANT COMPOSITES INC.,
a Delaware corporation

By: _____
Name:
Title:

STARRY INSTALLATION CORP.,
a Delaware corporation

By: _____
Name:
Title:

CONNECT EVERYONE LLC,
a Delaware limited liability company

By: STARRY, INC., its Sole Member

By: _____
Name:
Title:

STARRY FOREIGN HOLDINGS INC.,
a Delaware corporation

By:_____
Name:
Title:

STARRY PR INC.,
a Delaware corporation

By: _____
Name:
Title:

[Investors' signature pages on file with the Administrative Agent.]

ANNEX I

DEFINITIONS

PART 1. Terms. For purposes of this Agreement, the following terms have the meanings ascribed thereto.

"***Bankruptcy Code***" means Title 11 of the United States Code, as amended.

"***Bankruptcy Court***" means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases.

"***Business Day***" means any day other than a Saturday, Sunday or a day on which banks in New York, New York are authorized or obligated by applicable law or executive order to close.

"***Class A Common Units***" means the ownership interests in Parent designated as "Class A Common Units" in the Parent LLC Agreement.

"***Chapter 11 Cases***" means the jointly administered cases of Starry Holdings and its Affiliates under Chapter 11 of the Bankruptcy Code (jointly administered under Case No. 23-10219-KBO).

"***Confirmation Order***" means the Findings of Fact, Conclusions of Law, and Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 487] entered in the Chapter 11 Cases.

"***Credit Agreement***" means that certain Credit Agreement dated on or about the date of this Agreement by and among Starry Holdings and certain of its subsidiaries party thereto from time to time, as Borrowers, ArrowMark Agency Services LLC, in its capacity as administrative agent, and the Lenders party thereto from time to time, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"***Effective Date***" means the "Effective Date" as defined in the Plan of Reorganization.

"***Intercompany Claims***" has the meaning ascribed to such term in the Plan of Reorganization.

"***Intercompany Interests***" has the meaning ascribed to such term in the Plan of Reorganization.

"***Legal Proceeding***" means any claim, action, suit, inquiry, audit or investigation, or any administrative, mediation or arbitration proceeding.

"***Parent LLC Agreement***" means that certain Amended and Restated Limited Liability Company Agreement of Parent of even date herewith among Parent and the Investors, as the same may be amended, restated or otherwise modified from time to time.

"***Party***" means each party to this Agreement, and "***Parties***" means all parties to this Agreement.

"***Plan of Reorganization***" means the Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 459], together with all exhibits and supplements thereto, and as modified or amended from time to time, filed in the Chapter 11 Cases.

"***Prepetition Lenders***" has the meaning ascribed to such term in the Plan of Reorganization.

"***Prepetition Term Loan Claim***" has the meaning ascribed to such term in the Plan of Reorganization.

"***Reinstated***" has the meaning ascribed to such term in the Plan of Reorganization.

"***Restructuring Support Agreement***" has the meaning ascribed to such term in the Plan of Reorganization.

PART 2. Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation apply:

Articles and Sections. The division of this Agreement into articles, sections and other subdivisions is for convenience of reference only and does not affect, nor is to be utilized in construing or interpreting, this Agreement. All references in this Agreement to any "Section" are to the corresponding section of this Agreement unless otherwise specified.

Calculation of Time Period. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period is excluded. If the last day of such period is a non-Business Day, the period in question ends on the next succeeding Business Day.

Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting the singular number includes the plural and vice versa.

Herein. Words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and should not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

SCHEDULE I

INVESTORS

[See attached.]