

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

Debtor Starry, Inc.

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

Case number 23-10220

**Official Form 410  
Proof of Claim**

**04/22**

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

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

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

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

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>3250 Wilshire Blvd. Partners</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>3250 Wilshire Blvd. Partners</u> <u>Claudia Salazar</u> <u>2080 CENTURY PARK E PNTHS</u> <u>Los Angeles, CA 90067, United States</u>	<u>3250 Wilshire Blvd. Partners</u> <u>3250 Wilshire Blvd., Suite 704</u> <u>Los Angeles, CA 90010, United States</u>
	Contact phone <u>3105534906</u>	Contact phone <u>213-487-4444</u>
	Contact email <u>claudia@realtechla.com</u>	Contact email <u>claudia@realtechla.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right; font-size: small;">MM / DD / YYYY</div>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

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

7. How much is the claim? \$ 2,029.34. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 2,029.34

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



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

- No  
 Yes. Check all that apply:

Amount entitled to priority

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

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_
- Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

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

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

- No  
 Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

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

**Part 3: Sign Below**

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

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

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

Check the appropriate box:

- I am the creditor.  
 I am the creditor's attorney or authorized agent.  
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 04/06/2023  
MM / DD / YYYY

/s/Claudia Salazar  
 Signature

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

Name Claudia Salazar  
First name Middle name Last name

Title COO

Company 3250 Wilshire Blvd. Partners  
 Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

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



# KCC ePOC Electronic Claim Filing Summary

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

<b>Debtor:</b> 23-10220 - Starry, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> 3250 Wilshire Blvd. Partners Claudia Salazar 2080 CENTURY PARK E PNTHS  Los Angeles, CA, 90067 United States <b>Phone:</b> 3105534906 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> claudia@realtechla.com	<b>Has Supporting Documentation:</b> Yes, please mail physical supporting documentation	
	<b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No	
	<b>Related Claim Filed By:</b>	
	<b>Filing Party:</b>	
<b>Disbursement/Notice Parties:</b> 3250 Wilshire Blvd. Partners  3250 Wilshire Blvd., Suite 704  Los Angeles, CA, 90010 United States <b>Phone:</b> 213-487-4444 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> claudia@realtechla.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No	
	<b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 2,029.34	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No	<b>Nature of Secured Amount:</b>	
<b>Amount of 503(b)(9):</b> No	<b>Value of Property:</b>	
<b>Based on Lease:</b> Yes, 2,029.34	<b>Annual Interest Rate:</b>	
<b>Subject to Right of Setoff:</b> No	<b>Arrearage Amount:</b>	
	<b>Basis for Perfection:</b>	
	<b>Amount Unsecured:</b>	
<b>Submitted By:</b> Claudia Salazar on 06-Apr-2023 6:21:22 p.m. Eastern Time  <b>Title:</b> COO  <b>Company:</b> 3250 Wilshire Blvd. Partners		

**Additional Supporting  
Documents Received on  
4/4/2023**

**RECEIVED**

APR 04 2023

**KURTZMAN CARSON CONSULTANTS**



221021022040400000000006



March 30, 2023

Starry Group Holdings, Inc., Claims Processing Center  
c/o Kurtzman Carson Consultants LLC  
222N Pacific Coast Highway, Suite 300  
El Segundo, CA 90245

Re: Proof of Claim

Attached are supporting documents and proof of claim. Per section 6 of original lease term automatically renewed for 3 years. Please contact our office with any questions you may have.

Sincerely,

3250 Wilshire Boulevard Partners

**RECEIVED**

**APR 04 2023**

**KURTZMAN CARSON CONSULTANTS**

(213) 487-4444  
3250 Wilshire Boulevard Suite 704 Los Angeles, California 90010

UNITED STATES DEPARTMENT OF JUSTICE  
OFFICE OF THE UNITED STATES TRUSTEE  
DISTRICT OF DELAWARE

-----○  
In re: : Chapter 11  
: :  
Starry Group Holdings, Inc., *et al.*, : Case No. 23-10219 (KBO)  
: :  
Debtors. : (Jointly Administered)  
: :  
: **341 Meeting Date: Thurs., March 30,**  
-----○ **2023, at 1:00 p.m. (ET)**

**NOTICE OF TELEPHONIC SECTION 341 MEETING**

PLEASE TAKE NOTICE that the meeting of creditors pursuant to 11 U.S.C. §§ 341 and 343 (the “section 341 meeting”) in these cases, scheduled for **Thursday, March 30, 2023, at 1:00 p.m. (ET)** will be held telephonically.

If you are receiving this notice, you have been identified as a party who may be a creditor, that is, someone who may be owed money by the Debtors. Creditors will receive subsequent notice regarding any deadline for submitting a claim for monies owed, as well as the procedures for doing so. **Your telephonic participation in the section 341 meeting is not required, is completely optional, and failure to attend will not affect your eligibility to file a claim later.** The purpose of the section 341 meeting is to provide creditors and parties in interest an opportunity to examine the Debtors’ financial affairs. The purpose of the section 341 meeting is not to address the specific circumstances of each creditor.

PLEASE FOLLOW the instructions below to ensure a smooth and efficient telephonic section 341 meeting.

- You must use a touch-tone phone.
- If you have a choice, please use a landline phone, instead of a cell phone.
- Dial the call-in number, **1-866-621-1355**, and then enter the passcode, **7178157**, followed by a # sign.
- Make the call from a quiet area where there is as little background noise as possible.
- Mute your phone and do not speak until the U.S. Trustee counsel asks you to identify yourself or indicates you may ask questions. You will still be able to listen even when your phone is muted.
- Unmute your phone when speaking.
- When speaking, identify yourself.
- Do not put the phone on hold at any time after the call is connected.
- Once the meeting of creditors is finished, please hang up.

- If you become disconnected before the meeting is finished, please call back.
- The section 341 meeting of creditors will be recorded by the U.S. Trustee. Any other recordings are prohibited.
- **Neither the U.S. Trustee nor the Debtors may provide legal advice to any creditors.**

A copy of this notice will be posted on the claims agent's (KCC) website at:  
<https://www.kccllc.net/starry>

If you have any questions, you may contact Debtors' proposed counsel: Kara Hammond Coyle [Young Conaway Stargatt & Taylor, LLP]; Telephone: (302) 571-6600; Facsimile: (302) 571-1253; Email: [kcoyle@ycst.com](mailto:kcoyle@ycst.com)

**Dated:** March 2, 2023.

**ANDREW R. VARA**  
**UNITED STATES TRUSTEE**  
**REGIONS 3 AND 9**

By: /s/ Benjamin Hackman  
Benjamin A. Hackman  
Trial Attorney  
United States Department of Justice  
Office of the United States Trustee  
J. Caleb Boggs Federal Building  
844 N. King Street  
Room 2207, Lockbox 35  
Wilmington, DE 19801

**Information to identify the case:**

Debtor: Stary Group Holdings, Inc., et al.

EIN: 87-4759355

United States Bankruptcy Court for the District of Delaware

Date case filed in chapter 11: 2/20/23

Case Number: 23-10219 (KBO)

**Official Form 309F1 (For Corporations or Partnerships)****Notice of Chapter 11 Bankruptcy Case**

10/20

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

**This notice has important information about the case for creditors and debtors, including information about the meeting of creditors and deadlines. Read both pages carefully.**

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected on the website created by the Claims and Noticing Agent for the case, Kurtzman Carson Consultants LLC, at <http://www.kccllc.net/Stary>, at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>). Telephonic inquiries may be directed to (866) 480-0830 (U.S./Canada) and +1 (781) 575-2040 (International).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

**1. Debtor's full name: Stary Group Holdings, Inc.**

**2. All other names used in the last 8 years:**

Jointly Administered Cases	Case No.	EIN
Stary Group Holdings, Inc.	23-10219	87-4759355
Stary, Inc.	23-10220	47-2299616
Connect Everyone LLC	23-10221	85-2075896
Stary Installation Corp.	23-10222	84-3867000
Stary (MA), Inc.	23-10223	32-0482010
Stary Spectrum LLC	23-10224	N/A
Testco LLC	23-10225	37-1785226
Stary Spectrum Holdings LLC	23-10226	36-4919444
Widmo Holdings LLC	23-10227	32-0519208
Vibrant Composites Inc.	23-10228	27-3808431
Stary Foreign Holdings Inc.	23-10229	83-3493025
Stary PR Inc.	23-10230	88-3951214

**3. Address: 38 Chauncy Street, Suite 200, Boston, MA 02111**

**4. Debtors' attorneys:**

**LATHAM & WATKINS LLP**

Jeffrey E. Bjork ([jeff.bjork@lw.com](mailto:jeff.bjork@lw.com))  
 Ted A. Dillman ([ted.dillman@lw.com](mailto:ted.dillman@lw.com))  
 Jeffrey T. Mispagel ([Jeffrey.mispagel@lw.com](mailto:Jeffrey.mispagel@lw.com))  
 Nicholas J. Messana ([Nicolas.messana@lw.com](mailto:Nicolas.messana@lw.com))  
 355 South Grand Avenue, Suite 100  
 Los Angeles, California 90071  
 Tel: (213) 485-1234

- and -

**Debtors' Claims and Noticing Agent (for Court Documents and Case Information Inquiries):**

**Case website:** <http://www.kccllc.net/Stary>

**Claim Processing Address Information:**

A proof of claim form may be obtained at [www.uscourts.gov](http://www.uscourts.gov), any bankruptcy clerk's office or on the case website. Completed proofs of claim may be submitted to KCC LLC as the official claims agent for this case.

<p>Jason B. Gott (Jason.gott@lw.com) 330 North Wabash Avenue, Suite 2800 Chicago, IL 60611 Tel: (312) 876-7700</p> <p><b>YOUNG CONAWAY STARGATT &amp; TAYLOR, LLP</b> Michael R. Nestor (mnestor@ycst.com) Kara Hammond Coyle (kcoyle@ycst.com) Joseph M. Mulvihill (jmulvihill@ycst.com) Rodney Square, 1000 North King Street Wilmington, Delaware 19801 Telephone: (302) 571-6600</p>	<p><b>If by First-Class Mail, Hand Delivery or Overnight Mail:</b></p> <p><b>Starry Group Holdings, Inc., Claims Processing Center c/o Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</b></p>
<p><b>5. Bankruptcy clerk's office</b> Documents in the case may be filed at this address. You may inspect all records filed in this case at this office or online at <a href="http://www.kccllc.net/Starry">http://www.kccllc.net/Starry</a> at no charge or at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a> for a fee.</p>	<p>824 Market Street, 3rd Floor Wilmington, DE 19801</p> <p>Hours open: Monday – Friday 8:00 AM – 4:00 PM</p> <p>Contact phone 302-252-2900</p>
<p><b>6. Meeting of creditors</b> The debtors' representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.</p>	<p><b>March 30, 2023 at 1:00 p.m. (ET)</b></p> <p>The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.</p> <p>Location: <b>Meeting is to be held telephonically. Dial-in instructions 1-866-621-1355; Passcode 7178157#</b></p>
<p><b>7. Proof of claim deadline</b></p>	<p><b>Deadline for filing proof of claim: Not yet set. If a deadline is set, notice will be sent at a later time.</b></p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be filed either electronically or as a paper document. A proof of claim form may be obtained at <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a>, <a href="http://www.kccllc.net/Starry">http://www.kccllc.net/Starry</a> or any bankruptcy clerk's office.</p> <p>Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none"> <li>• your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>;</li> <li>• you file a proof of claim in a different amount; or</li> <li>• you receive another notice.</li> </ul> <p>If your claim is not scheduled or if your claim is designated as <i>disputed</i>, <i>contingent</i>, or <i>unliquidated</i>, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</p> <p>You may review the schedules at the bankruptcy clerk's office or online at <a href="http://www.kccllc.net/Starry">http://www.kccllc.net/Starry</a> or <a href="https://pacer.uscourts.gov">https://pacer.uscourts.gov</a>.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>
<p><b>8. Exception to discharge deadline</b> The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.</p>	<p>If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.</p> <p><b>Deadline for filing the complaint: May 30, 2023</b></p>
<p><b>9. Creditors with a foreign address</b></p>	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>
<p><b>10. Filing a Chapter 11 bankruptcy case</b></p>	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.</p>
<p><b>11. Discharge of debts</b></p>	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.</p>

## ROOFTOP LICENSE AGREEMENT

THIS ROOFTOP LICENSE AGREEMENT (this "**Agreement**") is entered into as of June 7, 2017, by and between 3250 Wilshire Blvd. Partners (hereinafter called "**Licensor**" and/or "**Landlord**"), and Starry Inc. (hereinafter called "**Licensee**" and/or "**Tenant**") with reference to the following.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by each of Licensor and Licensee, Licensor and Licensee hereby agree as follows.

Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the Premises described more particularly and commonly referred to as Suite #2212 (the "**Office Premises**") and a portion of the rooftop (the "**Rooftop Premises**" and collectively, the "**Premises**") of the building commonly known as 3250 Wilshire Boulevard, Los Angeles, California (the "**Building**") upon the terms and conditions as are set forth below.

1. A detailed site drawing showing the location of Licensee's equipment in or on the Premises (collectively, the "**Licensee's Facilities**") is attached as Exhibit A.
2. Licensor's local emergency contact is Ruth Mo at (213) 487-4444 and after hours Building Security at (213) 388-4083.
3. Notices to Licensor shall be sent to Licensor at 2080 Century Park East, Penthouse, Los Angeles, CA 90067, attention: Jeffrey Buttikofer.
4. Payments to Licensor shall be sent to Licensor at 3250 Wilshire Boulevard, Suite 704, Los Angeles, CA 90010, attention: Office of the Building.
5. The Initial Term of this Agreement shall be 3 years and 0 months (the "**Term**") commencing on June 1, 2017 (the "**Commencement Date**") and ending on May 31, 2020 (the "**Termination Date**"), unless sooner terminated pursuant to any provisions hereof.
6. The Term will be automatically renewed for one (1) additional term of 3-years (the "**Renewal Term**"), unless Licensee provides Licensor with notice of its intention not to renew prior to the expiration of the Initial Term.
7. Licensor will deliver possession of the Premises to Licensee on the Commencement Date.
8. The initial Monthly License Fee under this Agreement shall be \$900.00. At the commencement of each June 1 after 2017, the Monthly License Fee shall be increased to an amount equal to 103% of the amount of the Monthly License Fee for the immediately preceding year (i.e., on each anniversary of the Commencement Date, the Monthly License Fee shall increase by 3% over the Monthly License Fee for the immediately preceding year). The applicable license fee in effect at any time is referred to herein as "**Rent**."
9. Licensee shall be responsible for its share of the electricity used in connection with the Premises, from time to time, which share shall be determined equitably by Licensor and billed to Licensee. Licensee shall pay any sum so billed to Licensee with the Monthly License Fee next coming due but not sooner than 15 days after Licensor has so billed Licensee. Upon Licensee's

request, Licensor shall provide reasonable evidence of its support for calculating Licensee's share of electricity.

10. Licensed Use. Licensee shall use the Premises for the sole purposes of the transmission and reception of communications signals in the permitted frequency pursuant to all statutes, ordinances, laws, regulations and directives of any government unit, authority or agency having jurisdiction thereof, including, but not limited to the Federal Communications Commission ("FCC") (collectively, "**Applicable Law**"); and (ii) installing, operating, maintaining, testing, troubleshooting and replacing the Licensee's Facilities in accordance with all Applicable Law (collectively, "**Permitted Use**"). The use granted to Licensee by this Agreement shall be non-exclusive and limited in strict accordance with the terms of this Agreement. Licensor shall have the right to enter into leases, license agreements and other instruments with others for the Building in the sole discretion of Licensor subject to the rights granted to Licensee pursuant to this Agreement. Licensee shall not locate any equipment in the Premises that is owned or operated by another provider of telecommunications, video, data or related services and shall not use the Licensee's Facilities to facilitate the transmission and reception of communication signals on behalf of another telecommunications provider.

11. General Building Use.

(a) Tenant shall use and occupy the Premises only for the purposes specified in Paragraph 10 and shall not use or occupy the Premises for any other purpose. In addition, Tenant shall have the right to use in common with Landlord and other tenants the Building's common entrances, lobbies, corridors, elevators, and other common areas ("**Common Areas**"), subject to such rules and regulations as may reasonably be adopted, from time to time, by Landlord. Tenant may give written notice if it does not approve of the safety of the common areas. Absent written notice, the Tenant hereby expressly accepts the appearance, safety and general condition of the Common Areas as they are maintained by the Landlord.

(b) Tenant shall not at any time use or occupy the Premises or the Common Areas in any manner which: (i) constitutes a nuisance, annoyance or inconvenience to other lessees or occupants of the Building or interferes with or disrupts the use or occupancy of any area of the Building (other than the Premises) by other lessees or occupants, (ii) causes or is likely to cause damage to the Building or any part thereof or any equipment, facilities or other systems therein; (iii) violates a requirement or condition of the standard fire insurance policy issued for office buildings in the city in which the Building is located, or violates the actual fire insurance policy in effect for the Building; or (iv) impairs the character, reputation, image or appearance of the Building. Tenant shall not use or occupy the Premises for sleeping or residence purposes or in violation of any applicable law, conditional use permit, regulations, ordinance or court order, the certificate of occupancy issued for the Premises or the Building, or any matter of public record, and shall, upon the shorter of (i) the period allowed by law, and (ii) five (5) days' notice from Landlord, discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the Landlord to be a violation of Applicable Law, said certificate of occupancy, or any matter of public record. Landlord makes no representation or warranty that the use permitted above will not violate any law, regulation, ordinance or court order, any certificate of occupancy for the Building or the Premises, or any matter of record, such being the sole responsibility of Tenant.

(c) Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or the use or

occupation of the Premises. Without limiting the generality of the foregoing, Tenant shall comply with all rules and regulations which Landlord may reasonably establish, from time to time, for the provision of services which may be imposed by Landlord as a result of governmental restrictions to conserve energy or otherwise advance a public good, and Tenant agrees that the Landlord will have no liability to Tenant in connection therewith. Tenant shall not be entitled to any abatement of Rent as a result of the imposition of such rules or regulations. Tenant shall not do nor permit to be done anything which will invalidate or increase the cost of any insurance policy covering the Building and/or property located therein and shall comply with all rules, orders, and requirements of Landlord's insurance companies and insurance policies. Without waiving any of Landlord's rights hereunder, Tenant shall promptly, upon demand, reimburse Landlord for any additional premium charged for such policy solely by reason of Tenant's failure to comply with the provisions of this Paragraph 11.

## 12. Installation and Maintenance.

(a) Licensee's Plans. Prior to the installation of Licensee's Facilities, Licensee shall submit plans to Licensor with respect thereto ("Licensee's Plans") for Licensor's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. At a minimum, Licensee's Plans shall indicate (i) the location and specifications of Licensee's Facilities in the Office Premises, the Rooftop Premises, and in any Building riser space or raceways; (ii) the manner of connection of the Licensee's Facilities to any Building systems; and (iii) the identity of any contractors to perform the installation and a description of such contractors scope of work. It shall be reasonable for Licensor to withhold its consent if, for example, the Licensee's Plans (i) adversely affect the structural integrity of the Building or the proper functioning of any existing mechanical, electrical, sanitary or other systems of the Building; (ii) adversely affect the proper functioning of any other equipment of the Licensor or its tenants and occupants located in the Building; or (iii) adversely affect the aesthetics of the Building. References in this License to Licensee's Plans shall include all subsequent amendments and modifications thereto approved by Licensor consistent with this paragraph. Licensor's approval of any installation of Licensee's Facilities is not a representation that such installation is in compliance with Applicable Law or that it will not cause interference with other communications operations in the Building. Licensee will notify Licensor at least 2 days prior to commencing Licensee's installation of Licensee's Facilities. The installation of the Licensee's Facilities shall be in strict accordance with the Licensee's Plans approved by Licensor. Prior to Licensee's entry into the Building or at the property for the purpose of commencing the installation of Licensee's Facilities, Licensee will at its own cost and expense deliver to Licensor the certificates of insurance as required under Paragraph 18 confirming that such insurance has been obtained and is in effect. Licensor reserves the right from time to time to audit the inventory and functionality of Licensee's Facilities and to confirm Licensee's compliance with the terms of this License; Licensee shall cooperate with Licensor in connection with the prosecution of any such audit. Licensor agrees to give Licensee 2 business days advance notice of any such audit and Licensee shall have the right to accompany Licensor when in the Premises.

(b) Installation. At its sole cost and expense, Licensee shall install, construct, operate, maintain and remove the Licensee's Facilities in accordance with all Applicable Law and shall adhere to reasonable written technical standards developed for the property by the Licensor as amended from time to time and delivered to Licensee. All work by Licensee shall be performed in compliance with Applicable Law and in good and workmanlike manner. Prior to the commencement of any installation of the Licensee's Facilities, Licensee shall, at its expense, obtain any required approvals for the commencement and prosecution of such work, and shall at all times use its reasonable best efforts to maintain same necessary for the installation and

operation of the Licensee's Facilities. All installation and other work to be performed by Licensee will be performed in such manner so as not to interfere materially with, delay or impose any additional expenses upon Licensor. All cables and transmission lines shall be routed and attached in accordance with current, state of the art, industry practices. Licensee shall match as nearly as possible the color of any antennas to the existing façade of the Building. All cabling, conduits and sleeving shall be installed in a good and workmanlike manner. The Licensee's Facilities shall be identified with permanently marked, weatherproof tags at the following locations: (i) each antenna bracket; (ii) the transmission line building entry point; (iii) the interior wall feed through or any other transmission line exit point; and (iv) any transmitter combiner, duplexer or multi-feed receiver port. In addition, all Licensee's telephone blocks, demarks and cable shall be clearly identified with the Licensee's name, type of line, and circuit number.

(c) Operation and Maintenance of Licensee's Facilities. Licensee agrees to maintain the Licensee's Facilities in proper operating condition and within industry accepted safety standards. All penetrations into any Building surfaces by Licensee shall be sealed so as to prevent any water leakage. Licensor reserves the right to require Licensee to use (i) a roofing contractor specified by Licensor to perform any work which may involve penetrations into the Building's roof or may otherwise render the roof warranty void, and (ii) an electrical contractor specified by Licensor to connect Licensee's Facilities to the electrical system serving the Property. Licensor's right to designate such contractors as aforesaid shall be conditioned upon the cost of such contractors being competitive with charges for similar services within the same geographic region. All utility routes shall be shown on Licensee's Plans. Licensor assumes no responsibility for the licensing, operation and/or maintenance of the Licensee's Facilities. Licensee shall comply with all of the terms of its FCC license as it affects the operation of the Licensee's Facilities at the Building. Notwithstanding the foregoing, Landlord's consent shall not be required for repairs or "like-for-like" replacements or other changes as part of Licensee's routine or necessary maintenance of the Licensee's Facilities or other alternation, provided that Licensee gives Licensor written notice of the nature of such repairs, replacements or other changes.

### 13. Landlord's Maintenance Obligations.

(a) Landlord shall, at its expense but as an Operating Cost, repair and maintain only (A) the exterior and structural portions of the Building, (B) the plumbing, heating, ventilating, air conditioning, mechanical, life safety, sprinkler, electrical and any other systems installed or furnished to the Premises by Landlord, and (C) the Common Areas. Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except if and to the limited extent set forth in the immediately preceding sentence; it being agreed that Tenant shall be responsible, as an "Alteration", for any non-structural or non-system repairs within the Premises even if such work is related to structural or system repairs. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall continue after the expiration of any applicable notice and cure period but specifically excluding latent defects. Tenant waives any rights it may have under California Civil Code Sections 1941 and 1942, and any other provisions of law now or hereafter in effect, regarding the duties of a lessor to repair leased premises or the rights of a lessee to make repairs if the lessor fails to do so. In the event any Landlord maintenance results in interference with Licensee's operations or lines of sight for more than 3 cumulative hours during any 1 month period, or more than 6 cumulative hours during any calendar quarter, Licensee shall have the right to terminate this Agreement by not less than 30 days written notice to Licensor without payment of any termination fees or other fees or charges, except with respect to the License provided prior to the effective date of any such termination.

(b) Except as may otherwise be expressly provided in this Agreement, Landlord shall not be liable by reason of any injury to or interference with Tenant, Tenant's employees, agents, principals, representatives, invitees, licensees, contractors, or affiliates, or with Tenant's business or profession arising from the making of, or the failure to make, any repairs, alterations or improvements in or to any portion of the Building or the Premises or to the Fixtures, appurtenances, improvements, and equipment therein. In particular, without limitation, neither Landlord nor Tenant shall have no liability to the other for any indirect or consequential damages.

14. Right of Repossession. If, in order to comply with any law now or hereafter enacted, it becomes necessary for Landlord to permanently take back all or any portion of the Office Premises (the "Required Space") for Landlord's or the Building's use, Landlord shall have the right to repossess such Required Space at any time upon 60 days' notice to Tenant, and when said space shall have been so permanently repossessed and the Premises reduced, Tenant shall be entitled to a proportionate reduction in the Rent and Tenant's Proportionate Share. Such reductions shall be in lieu of any and all claims for damages by Tenant; provided, however, that if the amount of space so permanently taken makes the remaining space unusable to Tenant; then Landlord, upon 30 days' notice from Tenant, will endeavor to provide Tenant with comparable space, if available, elsewhere in the Building and to relocate Tenant in such new space in the same fashion as provided in this Agreement, at Landlord's sole cost. In such event, this Agreement and each and all of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to such new space. However, if Landlord is unable to provide Tenant with such substitute space, then Tenant may, by notice to Landlord within 30 days after being advised by Landlord that such substitute space is not available, terminate this Agreement, effective on the date Tenant delivers such termination notice to Landlord, without payment of any termination fees or other fees or charges, except for any Rent accrued and owed through such date. No exercise by Landlord of any right reserved in this Paragraph shall entitle Tenant to damages for any injury or inconvenience occasioned thereby, nor shall it entitle Tenant to any Rent abatement (except as expressly set forth above). Notwithstanding the foregoing, Licensor shall not require relocation in order to provide space at the Rooftop Premises for any third party telecommunications service provider. In any event, Landlord shall not attempt to relocate Tenant more than one (1) time in any calendar year.

15. Interference. Licensee shall not use the Licensed Premises or the Licensee's Facilities in any way that interferes with the use of the Property by (i) Licensor; (ii) in-building tenants or licensees of Licensor leasing or licensing space in the Building primarily for the same or similar use as a majority of the other tenants in the Building and which is consistent with the purpose for which the Building is operated, or (iii) other telecommunications licensees or tenants of Licensor whose license or lease commenced at the Building or on the Property prior to the Commencement Date and in accordance with the provisions of this Paragraph 15. The operation of the Licensee's Facilities shall not interfere with (i) the maintenance or operation of the systems and components of the Building, including, but not limited to, the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system serving the Building and/or its occupants; or (ii) the operation of any radio or telecommunications equipment installed at the Building or the Property prior to the Commencement Date. Upon written request of Licensor at any time but not more than once during any consecutive 12-month period, Licensee shall conduct at Licensee's sole cost and expense, a radio frequency interference analysis of the Licensee's Facilities to confirm Licensee's Facilities are not causing any such impermissible interference. Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference directly caused by the Licensee's Facilities. If such interference in violation of this paragraph cannot be eliminated within 48 hours after receipt

by Licensee of notice describing the interference, Licensee agrees to cease immediately all operations (except for testing as approved by Licensor) until the interference has been corrected to the sole but reasonable satisfaction of Licensor. Licensee shall pay all costs associated with any tests or remediation deemed necessary to resolve any and all interference for which Licensee is the cause under this Paragraph 15. If such interference has not been corrected within 30 days, Licensor may require Licensee to remove the specific items of the Licensee's Facilities causing such interference. All operations by Licensee shall be lawful and in compliance with all Applicable Law, including, but not limited to, FCC rules and regulations. Licensee shall be responsible for all cost associated with any testing necessary to resolve any and all interference which Licensor determines or reasonably believes is being caused by the Licensee's Facilities or the Permitted Use. Licensor agrees that from and after the Commencement Date, all license and/or lease agreements with telecommunications providers will contain provisions similar to those contained in this Paragraph 15.

16. Removal of the Licensee's Facilities upon Termination or Expiration of this Agreement. Following any termination or expiration of this Agreement, Licensee shall remove all of the Licensee's Facilities from the Building. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of the Licensee's Facilities, reasonable wear and tear and casualty excepted. If Licensee fails to remove such Licensee's Facilities within 30 days after expiration or earlier termination of this Agreement, (i) Licensee's Facilities shall be deemed conclusively abandoned by Licensee and Licensor may remove the Licensee's Facilities; (ii) Licensor may dispose of same in any manner Licensor deems appropriate, all without any liability to Licensee; and (iii) Licensee shall reimburse Licensor for the reasonable cost of such removal and restoration of the Premises.

17. Indemnity; Damage to Property; Injury to Persons.

(a) Tenant shall indemnify, defend, protect, and hold Landlord, and, if applicable, its equity owners, managers, officers, directors, agents, employees, independent contractors, representatives and affiliates harmless against from any and all claims, costs, losses, causes of action, damages, and other liabilities arising from Tenant's use of the Premises or the conduct of Tenant's business or profession or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, which includes the Common Areas, and shall further indemnify, defend, protect, and hold harmless Landlord against and from any and all direct claims and liabilities arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Agreement, or arising from any grossly negligent or intentional act or omission of Tenant, or Tenant's employees, agents, principals, representatives, invitees, licensees, contractors, or affiliates, and against and from all costs, including, without limitation, attorney's and expert fees, expenses and liabilities incurred in or as a result of any such claim or any action or proceeding brought thereon, including, without limitation, any costs of appeal and enforcement. In case any action or proceeding is brought against Landlord by reason of any such matter, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Upon Landlord's demand before or after the expiration or earlier termination of the Term of this Agreement Tenant shall perform such acts, and shall execute such agreements, as are reasonably necessary to assure Landlord (and such other persons or entities as Landlord deems necessary) of Tenant's obligation to abide by the provisions of this Paragraph 17. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or sooner termination of this Agreement.

(b) Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises, which includes the Common Areas, and the Building, including, without limitation, any parking facility, from any cause (including theft, vandalism, and other criminal acts of third parties) other than Landlord's or its agents' and employees' willful misconduct or continued breach of this Agreement after notice and expiration of any applicable cure period, and Tenant hereby waives all claims in respect thereof against Landlord. Without limiting the generality of the foregoing, neither Landlord nor its agents or employees shall be liable for any (i) damage to Tenant's business or loss of income therefrom; (ii) loss of Tenant's property entrusted to employees of the Building; (iii) loss of or damage to any property by theft or otherwise; (iv) damage resulting from any power surges or outages or from any interruption to, interference with, or breakdown in telecommunications facilities or services; (v) injury or damage to persons or property resulting directly or indirectly from (A) fire, explosion, falling plaster, steam, gas, or electricity, or (B) water or rain which may leak or flow into any part of the Premises from any part of the Building or from pipes, sprinklers, appliances, plumbing, air conditioning, or mechanical systems within the Building, or from the roof, street, or sub-surface of the land of which the Building is a part, or from any other place, or resulting from dampness, or from any other cause whatsoever, and, in either case, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or from other sources or places, and regardless of whether the cause of such damage or injury or the means or repairing the same is inaccessible to Tenant, unless caused by or due to the willful misconduct or continued breach of this Agreement after notice and expiration of any applicable cure period by Landlord, its agents or employees. Neither Landlord nor its agents nor its employees shall be liable for interference with light or other incorporeal hereditaments, nor be liable for any latent defect in the Premises or in the Building. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building, or of defects therein or in any of the fixtures or equipment thereof. Tenant hereby releases Landlord from any and all claims, costs, causes of action, damages, and other liabilities that may arise by reason of the foregoing.

18. Insurance.

(a) Landlord's Insurance. During the Term, Landlord shall maintain "all risk" property insurance insuring the Building, with a replacement cost endorsement in the amount of its full replacement cost, or for such lesser amount, and with such deductibles as Landlord from time to time deems to be commercially reasonable, and a policy of rental interruption insurance providing coverage for at least 12 months following the date of a casualty. As used in this Agreement, the "full replacement cost" of the Building means its replacement cost excluding (a) footings and foundations, and (b) tenant improvements, property and fixtures that tenants are contractually required to insure. In addition, Landlord may, at Landlord's option, carry commercial general liability insurance and such earthquake insurance as Landlord, from time to time, deems to be commercially reasonable. In no way do these minimum insurance requirements limit or relive Tenant of the obligations assumed elsewhere in the Agreement, including but not limited to Tenant's defense and indemnity obligations.

(b) Tenant's Insurance. Tenant, at its expense, shall maintain throughout the Term, commercial general liability insurance, including an endorsement for contractual liability for indemnification, with respect to the Premises, the Building, their use and occupancy by Tenant, and the conduct or operation of Tenant's business therein, insuring Tenant against claims and liability for personal injury, death, or property damage arising from the use, occupancy, condition, operation of the Premises and Building by Tenant, Tenant's employees, invitees, licensees, patrons, delivery persons and visitors with intent to enter the Building for use of the Premises and

Building, with combined single-limit coverage of not less than \$1,000,000 and an aggregate of at least \$2,000,000, exclusive of defense costs, for all coverages. Tenant shall maintain, at Tenant's expense, "all risk" property insurance, insuring Tenant's Personal Property, all Fixtures located within the Premises, the Tenant improvements, and any Alterations with a replacement cost endorsement, in the amount of their full replacement cost. Tenant shall also maintain business interruption insurance to cover a period of not less than twelve (12) months. Landlord may, from time to time, but not more frequently than once every year, increase the policy amounts to be maintained by Tenant under this Paragraph as Landlord deems necessary in its reasonable discretion to maintain adequate coverage.

(c) Waiver of Subrogation. Landlord and Tenant each shall secure an appropriate clause in, or an endorsement upon, each policy of property insurance required by Paragraph 18 (a) and (b), pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under the insurance policy. On Tenant's policies, the waiver of subrogation or permission for waiver of any claim shall extend to Landlord, Landlord's property manager or managing agent, if any, and their officers, shareholders, employees, and affiliates. On Landlord's policies, the waiver of subrogation or permission for waiver of any claim shall extend to Tenant and its officers and employees. Each party releases the above-named persons with respect to any claim (including a claim for gross negligence) which it might otherwise have against them for injury, loss, damage or destruction occurring before the end of the Term and covered by any policy of property insurance required of such party under Paragraphs 18(a) or (b).

(d) Policy Requirements. Tenant shall provide Landlord with satisfactory evidence of all insurance required to be provided by Tenant prior to and during Tenant's occupancy of the Premises. Landlord and Landlord's managing agent, if any, and their officers and employees, and each mortgagee or ground lessee whose name and address shall have been furnished to Tenant, shall be designated as additional insureds on each liability insurance policy and as loss payees (as their interests may appear) on any policy of property insurance required to be carried by Tenant under this Paragraph. Tenant shall deliver to Landlord fully paid-for policies or certificates of insurance for the insurance coverage and all endorsements required by this Paragraph, in form satisfactory to Landlord, issued by the insurance company or its authorized agent (each a "Certificate"), at least 20 days before the Anticipated Commencement Date. Tenant shall procure and pay for renewals of such insurance from time to time before expiration and deliver to Landlord a renewal policy or renewal Certificate at least 30 days before the expiration of any existing policy. With respect to any policy in which Landlord is to be named as an additional insured or loss payee, Tenant shall provide to Landlord (concurrently with Tenant's delivery of such Certificate) an endorsement issued by the insurance company issuing such policy (as opposed to the insurance broker) confirming Landlord's status as such additional insured or loss payee. At Landlord's request, Tenant shall also deliver insurance policies or Certificates with the required endorsements to additional insured parties and loss payees other than Landlord. All policies required to be carried by Tenant hereunder shall be issued by companies of recognized responsibility, acceptable to Landlord, maintaining a rating of A-VIII or better in Best's Insurance Reports (or an equivalent rating on any successor index adopted by Best's), and licensed to do business in California. All such policies required by this Paragraph shall be nonassessable and shall contain language to the effect that (i) the policies are primary to and noncontributing with any insurance that may be carried by Landlord, (ii) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to Landlord and each mortgagee named as an additional insured or loss payee thereunder, (iii) Landlord shall not be liable for any premiums or assessments, (iv) any loss shall be payable

notwithstanding any act or gross negligence of Landlord that might otherwise result in a forfeiture of the insurance, and (v) the insurer waives the right of subrogation against Landlord as provided in Paragraph 18(c). All such insurance shall have retentions and deductibles no greater than \$10,000 (unless higher deductibles are customary, such as for earthquake), and Tenant shall be liable for any deductible amounts, and shall contain cross liability endorsements. If Tenant fails to obtain any insurance as provided in this Agreement, Landlord may obtain any such insurance, and the cost thereof shall be paid by Tenant as additional Rent upon demand. Tenant may not provide any insurance required hereunder pursuant to a policy or program of self-insurance. If Tenant provides any such insurance under an umbrella policy, then such umbrella policy shall provide unimpaired coverage specific to the Premises at all times sufficient to satisfy the requirements of this Agreement. Tenant shall carry additional or other insurance coverage if required, from time to time, by Landlord or Landlord's lender.

(e) Premium Increase. If, due to any action or omission by Tenant in default of any of its obligations under this Agreement, or due to any improvements installed by or at the direction of Tenant, the premiums on Landlord's insurance shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, as additional Rent, for the part of the premiums attributable to the default by Tenant or to such improvements. For purposes of this Paragraph, a schedule or statement of rates for the Building, issued by Landlord's insurer or by a fire insurance rating organization or other similar body making rates for insurance for the Building, shall be conclusive evidence of the facts therein stated and of the several items and charges in the insurance rate then applicable to the Building. Landlord shall provide such documentation as reasonably requested by Tenant to substantiate its determination that such increase in operating costs is solely caused by Tenant's installation or operation of Tenant's equipment. Such documentation will be provided to Tenant within 30 days of such request.

#### 19. Defaults.

(a) Default by Tenant. The occurrence of any of the following shall constitute a material default and breach of this Agreement:

(i) **Intentionally omitted;**

(ii) A failure by Tenant to pay any Rent, where such failure continues for a period of five (5) days after notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of and not in addition to any notice required under Section 1161 of the California Code of Civil Procedure;

(iii) Tenant's failure to deliver any estoppel certificate, financial statement, subordination agreement, or evidence of insurance within the applicable time period provided in this Agreement;

(iv) The committing of waste on the Premises;

(v) The hypothecation or assignment of this Agreement or subletting of the Premises, or any attempt at any such actions, in violation of this Agreement.

(vi) A failure by Tenant to observe and perform any provision of this Agreement, other than as described in the preceding clauses (i), (ii), (iii), (iv), and (v), where such failure continues for thirty (30) days after notice thereof by Landlord to Tenant (or for twenty-four (24) hours after similar notice when such failure constitutes an emergency, a nuisance, or a

dangerous or unlawful condition); provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure; provided, further, that if the nature of such default is such that the same cannot reasonably be cured within such thirty-day period (or such twenty-four hour period) Tenant shall not be deemed to be in default if Tenant shall within such period commence to cure such breach and thereafter diligently prosecute the same to completion, but in no longer than an additional sixty (60) days;

(vii) The making by Tenant or any guarantor of this Agreement ("**Guarantor**") of any general assignment for the benefit of creditors; the filing by or against Tenant or any Guarantor of a petition to have Tenant or such Guarantor adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such Guarantor) the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all Tenant's or such Guarantor's assets located at the Premises or of Tenant's interest in this Agreement, where possession is not restored to Tenant or such Guarantor within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Agreement, where such seizure is not discharged within thirty (30) days; and

(viii) Any action voluntarily taken by any Guarantor hereof, if any, that would violate, or would be likely to violate, any federal or state fraudulent conveyance or transfer laws; a default by a Guarantor, or attempted disavowal under the agreement, instrument, or document evidencing such guaranty; or the performance by any Guarantor of any act that, if so performed by Tenant, would constitute a default under this Agreement.

(b) Landlord's Default.

(i) Landlord's Cure Rights. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after notice by Tenant to Landlord and to the holder of any mortgage or deed of trust of record encumbering the Building specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence to cure such default within such thirty-day period and thereafter diligently prosecutes the same to completion. If Landlord defaults or breaches this Agreement Tenant's remedies shall be limited to an action for damages, injunction, or specific performance, and shall not include the withholding of Rent or the termination of this Agreement, nor shall Tenant be entitled to any consequential damages.

(ii) Mortgagee Protection. Without derogating the last sentence of Paragraph 19(b)(i), if any act or omission of Landlord would nonetheless give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Agreement, or to claim a partial or total eviction, Tenant shall not exercise such right: (a) until it has given written notice of the act or omission to each mortgagee whose name and address shall previously have been furnished to Tenant, which notice shall specifically refer to this Paragraph and shall describe Landlord's default with reasonable specificity and detail, specifying the section of this Lease as to which Landlord is in default, and (b) until a reasonable period of time for remedying the act or omission shall have elapsed following the giving of such notice and following the time during which such mortgagee would be entitled under its mortgage to remedy the act or omission (which reasonable period shall in no event be shorter than the period during which Landlord would be

entitled under this Agreement or otherwise, after similar notice, to effect such remedy, and shall not commence until after Landlord shall have failed to remedy such act or omission during any applicable notice and cure period, and which shall include the time required for such mortgagee to obtain possession of the Building or the Premises, whether by foreclosure or otherwise, if such mortgagee requires possession or title in order to cure such default, and a reasonable amount of time thereafter as may be necessary to cure such default). If, within said reasonable period such a mortgagee gives Tenant notice of its intention to remedy the act or omission, and thereafter diligently commences the required remedial action and pursues it to completion, Tenant shall have no right to cancel or terminate this Lease or to claim a partial or total eviction on account of the act or omission.

20. Holding Over. If Tenant, but only with Landlord's consent (which consent may be withheld in Landlord's sole discretion), remains in possession of the Premises or any part thereof after the expiration of the term hereof, then such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except at a rent equal to one hundred and fifty (150%) of the sum of the Rent otherwise due hereunder, if and as applicable, immediately prior to the expiration of the Term hereof, but all options, rights of first refusal, and rights of first negotiation, if any, granted under the terms of this Agreement shall be deemed terminated and be of no further effect during said month to month tenancy. The foregoing provisions are in addition to and do not affect Landlord's right of re-entry or any other rights or remedies of Landlord hereunder or as otherwise provided at law or in equity, or both. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, costs, damages and liabilities (including attorneys' fees and costs, and court costs) arising out of or in connection with any delay by Tenant in surrendering and vacating the Premises, including, without limitation, any claims made by any succeeding tenant based on any delay and any liabilities arising out of or in connection with these claims, and Landlord's damages should any such succeeding tenant cancel its Agreement, as a result of such holding over by Tenant. Nothing in this Paragraph shall be deemed to permit Tenant to retain possession of the Premises after the expiration or sooner termination of the Term.

21. Attorneys' Fees. If Landlord brings suit for the possession of the Premises, for the recovery of any sum due under this Agreement, or because of the breach of any provision of this Agreement, or for any other relief against Tenant hereunder, or if Tenant brings any action for any relief against Landlord arising out of this Agreement, then all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, costs of appeal, costs of enforcement, and costs of collection and appeal incurred by the prevailing party therein shall be paid by the other party whether or not the action is prosecuted to judgment. If Landlord is named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Landlord all costs and expenses incurred by Landlord in such suit, including, without limitation, reasonable attorney's fees and costs.

22. Environmental Safety.

(a) With respect to Tenant's use and occupancy of the Premises, Tenant shall not violate any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Building or the Premises, including, but not limited to, soil and groundwater condition, and Tenant shall not use, generate, manufacture, store or dispose of on, under or about the Building or the Premises, or transport to or from the Building or the Premises, any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials"). For the purpose of this Paragraph 22, Hazardous Materials shall include, without limitation, (i) asbestos; (ii) urea formaldehyde foam

insulation; (iii) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (iv) any other chemical, material, substance, compound or other matter of any kind whatsoever prohibited, limited or regulated by any Federal, State, County, regional or local authority or legislation, described as "hazardous substances," as "hazardous materials," or as "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et seq., the Emergency Planning and Community Right-To-Know Act, as amended, 42 U.S.C. Sec. 11001 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; and substances defined as "hazardous wastes" in California Health & Safety Code Sec. 25117 or as "hazardous substances" in California Health & Safety Code Sec. 25316; and substances so defined in the regulations adopted and publications promulgated pursuant to said laws or any like or successor laws now or hereafter enacted.

(b) Tenant shall indemnify, defend, protect, and hold harmless Landlord, its equity owners, managers, directors, officers, employees, agents, employees, independent contractors, representatives, and affiliates, and any successors to Landlord's interest in the chain of title to the Building, their equity owners, managers, directors, officers, employees, agents, employees, independent contractors, representatives, and affiliates, from and against any and all liability (i) including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Tenant or Tenant's principals, agents, employees, invitees, representatives, or affiliates, and (ii) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification, and the preparation of any closure or other required plans, whether such action is required or necessary during or following the Term of this Agreement, to the full extent that such action is attributable, directly or indirectly, to the presence, use, generation, storage, release, threatened release, or disposal of Hazardous Materials on the Premises or at the Building by Tenant or Tenant's principals, agents, employees, invitees, representatives, or affiliates during or following the Term of this Lease. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or sooner termination of this Agreement.

(c) Tenant shall allow Landlord to make reasonable samplings of the air and other materials in the Premises, at such times and with such frequency as Landlord deems appropriate, in order to determine and monitor the environmental quality of the Building. Landlord shall use reasonable precautions to prevent material disturbances of Tenant's use and enjoyment of the Premises during such samplings. Tenant shall have the right to accompany Landlord when such samplings are being conducted in the Premises.

23. Post-Judgment Interest. The amount of any judgment obtained by Landlord against Tenant in any legal proceeding arising out of a default by Tenant under this Agreement shall bear interest until paid at the maximum rate allowed by law, or if no such maximum rate prevails, at the rate of eighteen percent (18%) per annum. Notwithstanding anything to the contrary contained in California Civil Code Section 3287, in the case of any damages that were certain or ascertainable by calculation, such interest shall accrue from the day that the right to such damages vested in Landlord and in the case of any unliquidated claim, such interest shall accrue from the day such claim arose.

24. WAIVER OF TRIAL BY JURY. THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH

THIS AGREEMENT, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.

25. Limitation on Landlord's Liability. Notwithstanding anything in this Agreement to the contrary, neither Landlord nor any successor to Landlord's interest shall be personally liable for the performance of Landlord's obligations under this Agreement. Any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and any claim, cause of action, obligation, contractual statutory or otherwise by Tenant against Landlord concerning, arising out of or relating to any matter relating to this Lease and all of the covenants, conditions and obligations set forth herein, shall be limited solely and exclusively to the interest of Landlord in and to the Building, but in an amount not to exceed the interest Landlord would have in the Building if the Building were encumbered by third party debt in an amount equal to eighty percent (80%) of the then current value of the Building. Tenant shall have no recourse to other property or assets of Landlord, or of Landlord's equity owners, managers, officers, directors, agents, employees, independent contractors, representatives and affiliates, (collectively, "**Landlord's Representatives**"), for the satisfaction of Tenant's remedies under this Agreement, or for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord. No other property or assets of Landlord or Landlord's Representatives shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Agreement. Notwithstanding any contrary provision herein, neither Landlord nor any Landlord Representative shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including, without limitation, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring, or for any consequential damages.

26. Licensee and Licensor each represents and warrants to the other that the representing party has had no dealings with any real estate broker or agent in connection with or relating to this Agreement. Each representing party shall indemnify, defend and hold the other party harmless from and against any claim by a third party claiming any entitlement to a broker commission, finder fee or other compensation relating to this Agreement as a result of any action of the representing party.

27. The Building has not undergone an inspection by a Certified Access Specialist (CASp). Licensor makes no warranty or representation as to whether or not the Licensed Premises or any other part of the Building complies with the Americans with Disabilities Act (the "**ADA**") or any similar legislation.

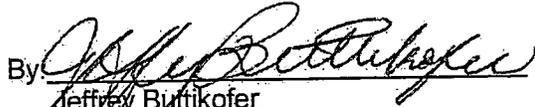
28. Without limiting Licensee's other rights or remedies under this Agreement or applicable law, Licensee shall have the right to terminate this Agreement upon written notice to Licensor if any of the following events occur: (i) Licensor's failure to approve Licensee's Plans; (ii) Licensee determines that conditions in or concerning the Building or the Premises make connections to customers or delivery of its telecommunication services from the Premises impracticable, uneconomic or unsafe; (iii) Licensee's Facilities, including operations thereof, become subject to material and adverse interference or impairment; or (iv) any consent, permit, license or variance required for the operations of Licensee in the Building is not obtained, expires, or is revoked. In addition, Licensee shall have the further right to terminate this Agreement upon ninety (90) days' notice to Licensor, provided that (i) Licensee is not then in default hereunder; (ii) all amounts due from Licensee to Licensor have been paid, and (iii) Licensee pays a termination fee equal to six times the Monthly License Fee.

IN WITNESS WHEREOF the parties have executed this License Agreement as of the day and year first above written.

LICENSOR:

3250 WILSHIRE BLVD. PARTNERS,  
a California limited partnership

By: 3250 Wilshire GP Corp., Inc.,  
a California corporation,  
General Partner

By:   
Jeffrey Buttikofer  
Chief Financial Officer

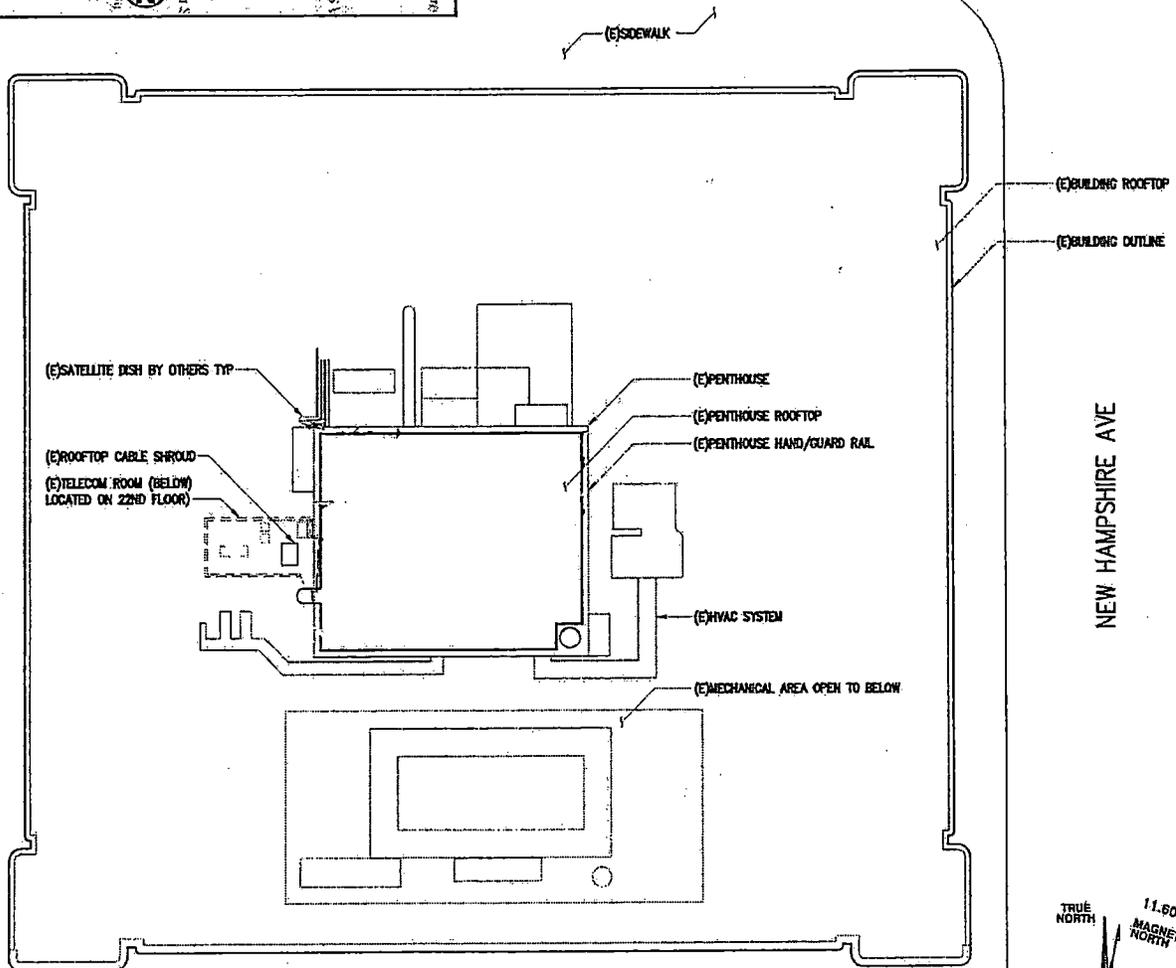
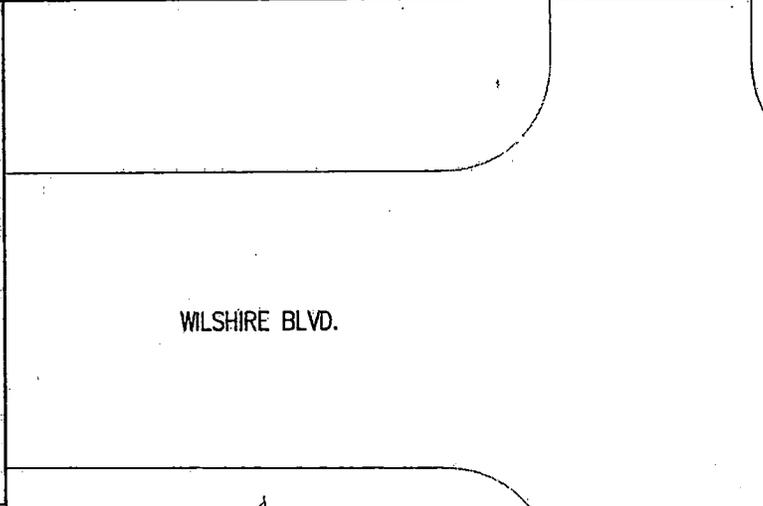
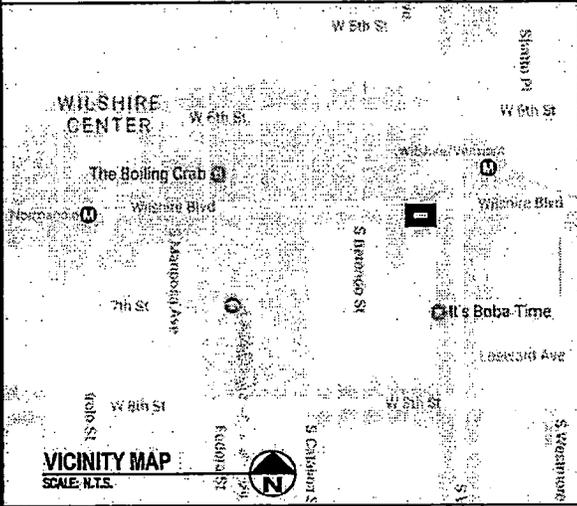
LICENSEE:

STARRY INC.,  
a Delaware corporation

By:   
William J. Lundregan  
Vice President

**EXHIBIT A**

**[DETAILED SITE MAP SHOWING LOCATION OF LICENSEE'S  
EQUIPMENT IN OR ON THE PREMISES, INCLUDING BOTH THE  
OFFICE PREMISES AND THE ROOFTOP PREMISES]**



**EXISTING ROOF PLAN**  
SCALE: 1/64" = 1'-0"



PAGE: 2 OF 5

**SITE ID: US-CA-2761**

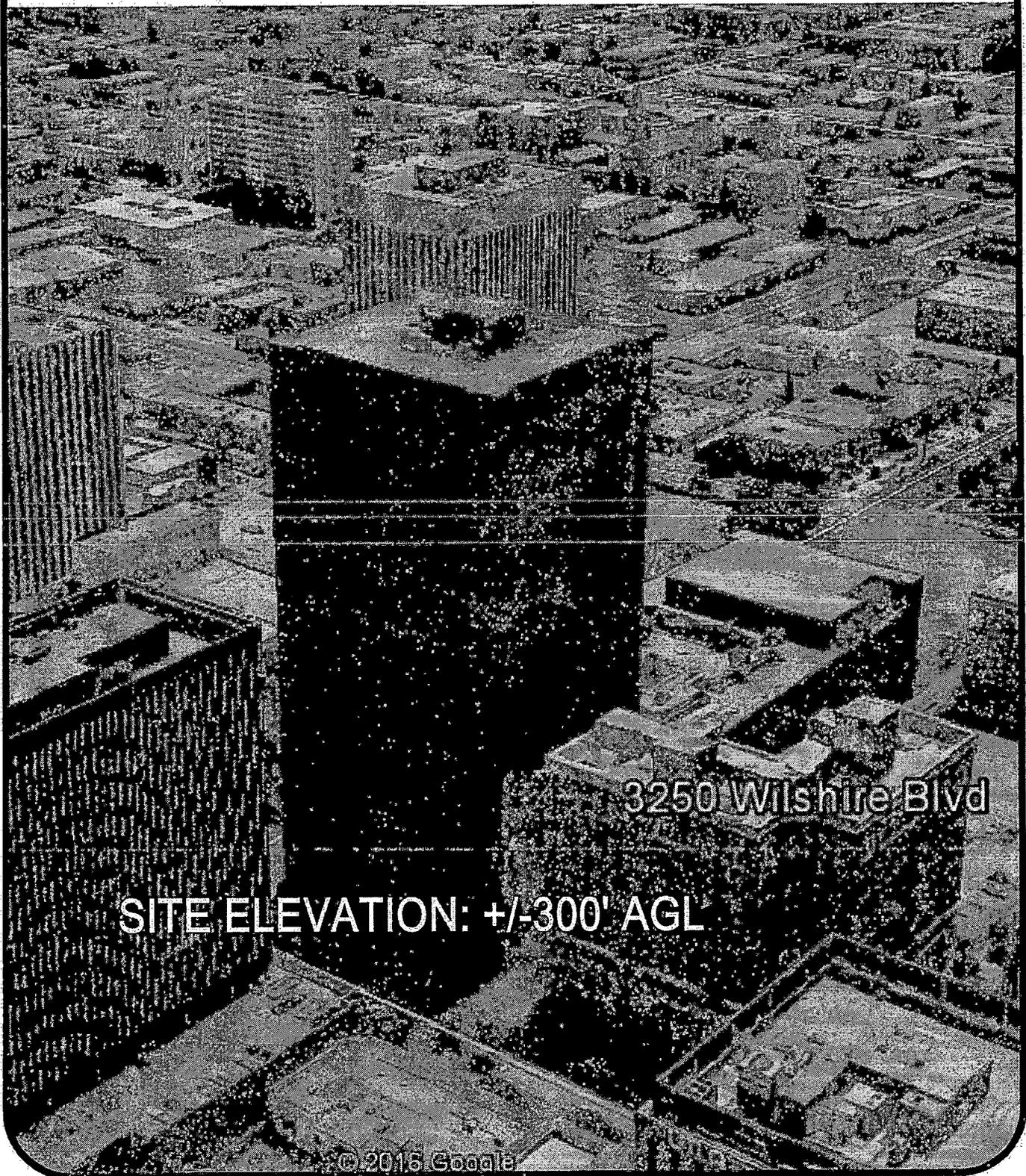
APPLICANT: STARRY INC

TITLE: MAP VIEW

ADDRESS: 3250 WILSHIRE BLVD  
LOS ANGELES, CA

REVISION: A

DATE: 05/10/2017



PAGE: 3 OF 5

**SITE ID: US-CA-2761**

APPLICANT: STARRY INC

TITLE: ELEVATION

ADDRESS: 3250 WILSHIRE BLVD  
LOS ANGELES, CA

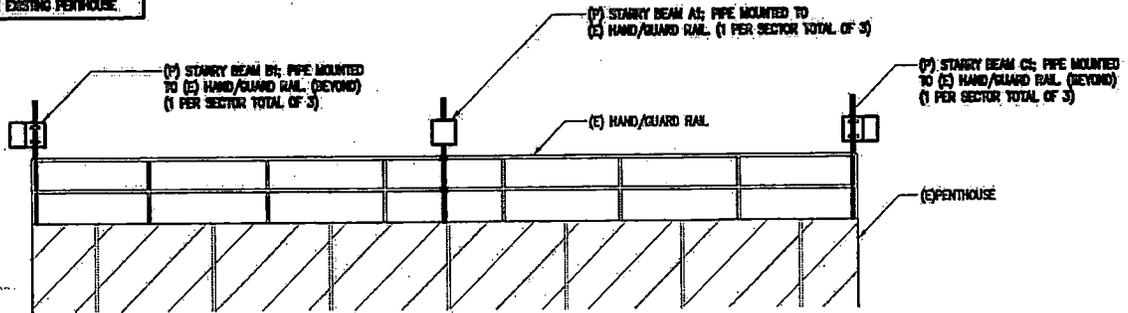
REVISION: A

DATE: 05/10/2017



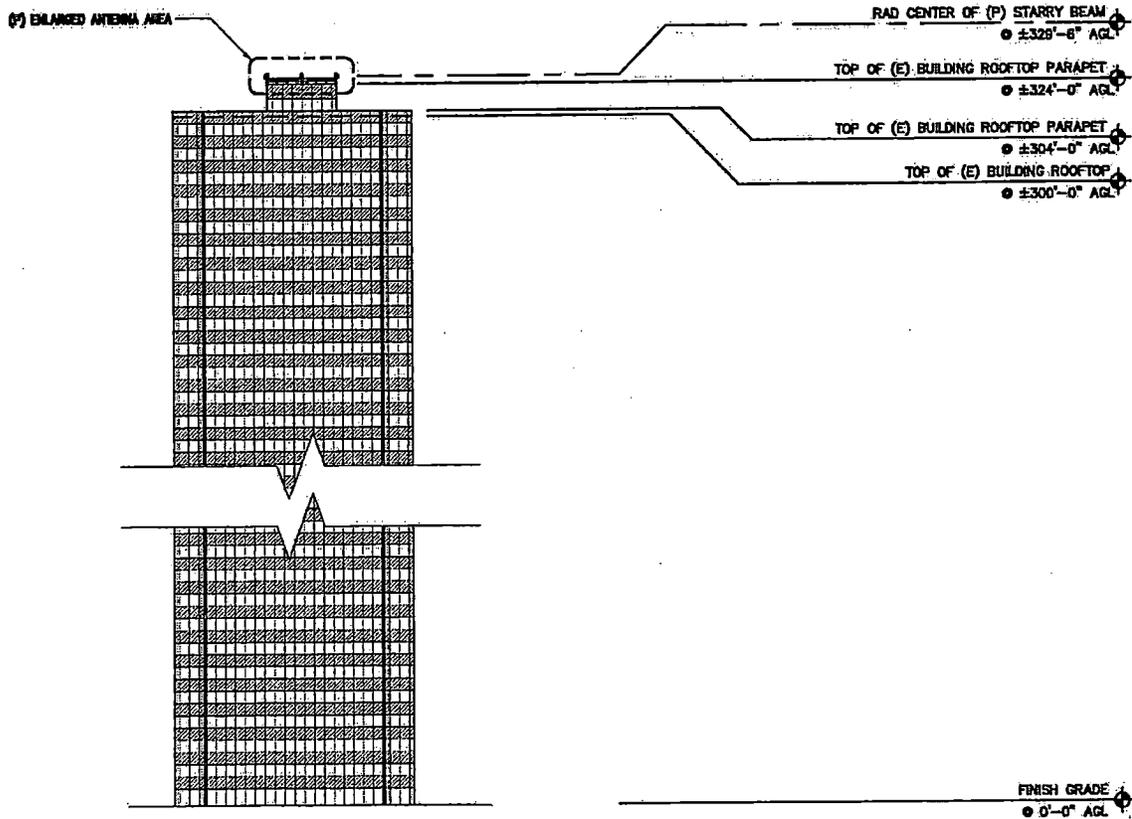
NOTE:  
(E) EQUIPMENT BY OTHERS NOT SHOWN FOR CLARITY

NOTE:  
ALL PROPOSED STARRY BEAM ANTENNAS  
TO BE PAINTED TO MATCH EXISTING PENTHOUSE.



**ENLARGED ANTENNA AREA NORTH ELEVATION**

SCALE: 3/32" = 1'-0"

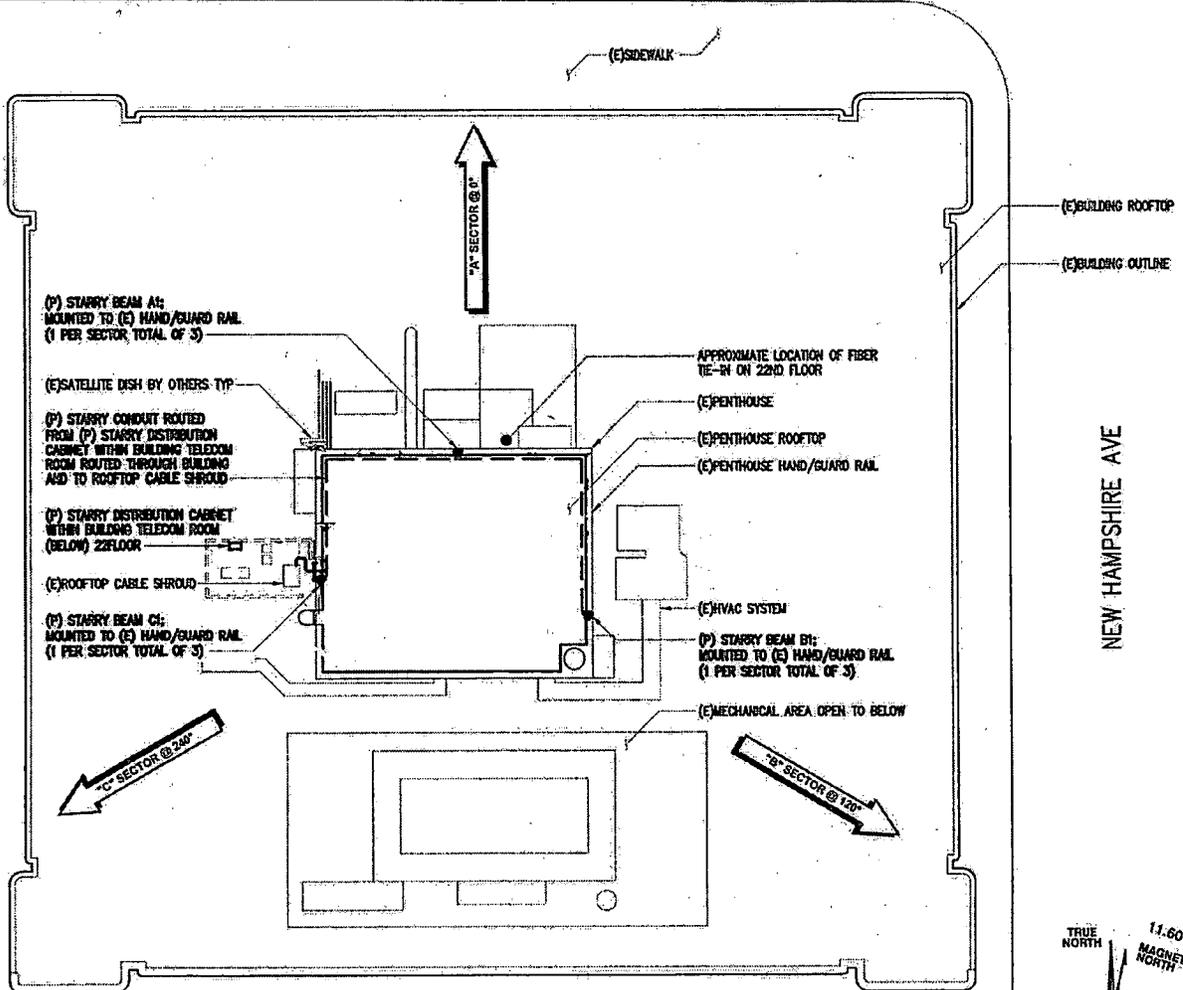


**NORTH ELEVATION**  
SCALE: 1/128" = 1'-0"



WILSHIRE BLVD.

NOTE:  
ALL PROPOSED STARRY BEAM ANTENNAS  
TO BE PAINTED TO MATCH EXISTING PENTHOUSE



**PROPOSED ROOF PLAN**  
SCALE: 1/64" = 1'-0"



PAGE: 5 OF 5

**SITE ID: US-CA-2761**

APPLICANT: STARRY INC

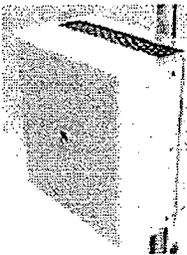
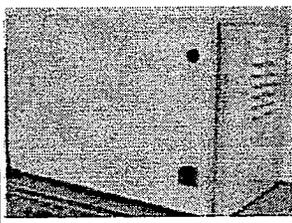
TITLE: DETAILS & SPECIFICATIONS

ADDRESS: 3250 WILSHIRE BLVD  
LOS ANGELES, CA

REVISION: A

DATE: 05/10/2017



	BEAM SECTOR	DISTRIBUTION CABINET
MANUFACTURER	STARRY	ELTEK
FOOTPRINT	18"H X 17.5"W X 11"D	16"H X 27"W X 15"D
HEIGHT	18"	16"
WIDTH	17.5"	27"
DEPTH	11"	15"
WEIGHT	70lbs	100lbs
IMAGE FRONT VIEW		
POWER REQUIREMENTS	48DC supplied from Distribution Cabinet	Dedicated 240V 20A Circuit
CONNECTIVITY REQUIREMENTS	Fiber Optic Cabling From Distribution Cabinet	Fiber Optic Cabling From Building POP
MOUNTING	U-Bolt for pole mounting to either facade, parapet or non-penetrating ballasted platform	Channels for wall mounting Brackets available for pole mounting
GROUNDING/LP REQUIREMENTS	GROUNDING POINT (BUILDING STEEL) LOCATED WITHIN 3FT	GROUNDING POINT (BUILDING STEEL) LOCATED WITHIN 3FT

PER SITE WALK 05/10/2017 WITH BUILDING ELECTRICAL, OWNER AND GC:

TOTAL POWER AVAILABLE 208V.

DISTRIBUTION CABINET PROPOSED WITHIN (E) TELECOM ROOM LOCATED ON THE 22ND FLOOR.

POWER FROM ELECTRICAL PANELS A & B OPEN BREAKERS.  
ELECTRICAL PENDING LEASE CONDITIONS.

DETAILS & SPECIFICATIONS

**ROOFTOP LICENSE AGREEMENT – AMENDMENT 1**

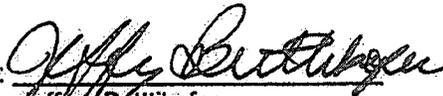
THE ROOFTOP LICENSE AGREEMENT, dated May 9, 2017, by and between 3250 Wilshire Blvd. Partners (hereinafter called "Licensor" and/or "Landlord"), and Starry, Inc. (hereinafter called "Licensee" and/or "Tenant") is hereby amended and supplemented as follows.

1. Licensor hereby agrees that Licensee may install, construct, operate, maintain and remove three (3) additional mounts with two (2) additional radios each for a total of six (6) mounts and twelve (12) radios.
2. Beginning May 1, 2018, the Monthly License Fee shall be \$1,800.00. In addition to the Monthly License Fee, Licensee shall continue to pay additional charges on account of all other sums of money payable by Licensee under the provisions of this Rooftop License Agreement.
3. All of the terms and conditions of the Rooftop License Agreement, except as amended by this Amendment 1, shall remain in full force and effect.

This Amendment 1 shall control in the event of any inconsistency with the main Rooftop License Agreement.

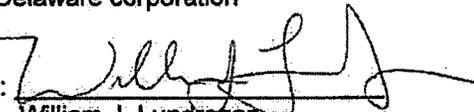
LICENSOR: 3250 WILSHIRE BLVD. PARTNERS  
a California limited partnership

By: 3250 Wilshire GP Corp., Inc.  
a California corporation  
General Partner

By:   
Jeffrey Buttikofer  
Chief Financial Officer

Date: 3/15/18

LICENSEE: STARRY INC.  
A Delaware corporation

By:   
William J. Lundregan  
Vice President

Date: 03/14/2018

## ROOFTOP LICENSE AGREEMENT – AMENDMENT 2

This Rooftop License Agreement - Amendment 2 (this "Amendment 2") is entered into as of April 12, 2019 by and between 3250 Wilshire Blvd. Partners (hereinafter called "Licensor" and/or "Landlord"), and Starry, Inc. (hereinafter called "Licensee" and/or "Tenant") is hereby amended and supplemented as follows.

### RECITALS:

A. On or about June 7, 2017, Licensor and Licensee entered into that certain Rooftop License Agreement pursuant to which Licensor licensed to Licensee and Licensee licensed from Licensor a portion of the rooftop ("Premises") of the building located at 3250 Wilshire Boulevard, Los Angeles, California ("Building").

B. On or about March 14 2018, Licensor and Licensee entered into Rooftop License Agreement – Amendment 1.

C. As of the date hereof, the term Rooftop License Agreement shall refer to the original Rooftop License Agreement, Amendment 1 and this Amendment 2. This Amendment 2 contains the entire agreement between the parties hereto with respect to the subject matters hereof. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the parties hereto. Should any provision or provisions of this Amendment 2 be deemed unenforceable for any reason, the balance shall nonetheless remaining in full force and effect. Should any provision be deemed invalid due to its scope or breadth, such provision shall be deemed invalid to the extent of the scope or breadth permitted by law. The defined terms set forth in this Amendment 2 shall be the same meaning as the defined terms set forth in the Rooftop License Agreement.

### AGREEMENT:

**NOW THEREFORE**, incorporating and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Licensor hereby agrees that Licensee may install, construct, operate, maintain and remove three (3) additional mounts with two (2) additional radios each for a total of nine (9) mounts and eighteen (18) radios.
2. The Monthly License Fee shall be adjusted as follows:

June 1, 2017	thru	April 30, 2018	.....	\$ 900.00
May 1, 2018	thru	May 31, 2018	.....	\$1,800.00
June 1, 2018	thru	April 30, 2019	.....	\$1,854.00
May 1, 2019	thru	May 31, 2019	.....	\$2,754.00
June 1, 2019	thru	May 31, 2020	.....	\$2,836.62

In addition to the Monthly License Fee, Licensee shall continue to pay additional charges on account of all other sums of money payable by Licensee under the provisions of this Rooftop License Agreement.

3. Capitalized terms used herein and not defined shall have the definitions ascribed to such terms in the Rooftop License Agreement. Except as expressly modified by this Amendment 2, the Rooftop License Agreement, as amended, shall remain in full force and effect and is expressly ratified and confirmed by the parties hereto.

This Amendment 2 shall control in the event of any inconsistency with the Rooftop License Agreement, as amended.

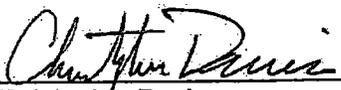
LICENSOR: 3250 WILSHIRE BLVD. PARTNERS  
a California limited partnership

By: 3250 Wilshire GP Corp., Inc.  
a California corporation  
General Partner

By:   
Claudia Salazar  
Chief Operating Officer

Date: 05/14/19

LICENSEE: STARRY INC.  
A Delaware corporation

By:   
Christopher Davies  
Treasurer

Date: 5/10/2019

**ROOFTOP LICENSE AGREEMENT – AMENDMENT 3**

This Rooftop License Agreement - Amendment 3 (this "Amendment 3") is entered into as of December 1, 2019 by and between 3250 Wilshire Blvd. Partners (hereinafter called "Licensor" and/or "Landlord"), and Starry, Inc. (hereinafter called "Licensee" and/or "Tenant") is hereby amended and supplemented as follows.

**RECITALS:**

A. On or about June 7, 2017, Licensor and Licensee entered into that certain Rooftop License Agreement pursuant to which Licensor licensed to Licensee and Licensee licensed from Licensor a portion of the rooftop ("Premises") of the building located at 3250 Wilshire Boulevard, Los Angeles, California ("Building").

B. On or about March 14, 2018, Licensor and Licensee entered into Rooftop License Agreement - Amendment 1.

C. On or about April 12, 2019, Licensor and Licensee entered into Rooftop License Agreement - Amendment 2.

D. As of the date hereof, the term Rooftop License Agreement shall refer to the original Rooftop License Agreement, Amendment 1, Amendment 2 and this Amendment 3. This Amendment 3 contains the entire agreement between the parties hereto with respect to the subject matters hereof. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the parties hereto. Should any provision or provisions of this Amendment 3 be deemed unenforceable for any reason, the balance shall nonetheless remain in full force and effect. Should any provision be deemed invalid due to its scope or breadth, such provision shall be deemed invalid to the extent of the scope or breadth permitted by law. The defined terms set forth in this Amendment 3 shall be the same meaning as the defined terms set forth in the Rooftop License Agreement.

**AGREEMENT:**

**NOW THEREFORE**, incorporating and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Licensor hereby agrees that Licensee may install, construct, operate, maintain and remove three (3) additional radios for a total of twenty-one (21) radios, as summarized below:

	<b>Existing Equipment</b>	<b>Additional Equipment</b>	<b>Total Approved Equipment</b>
<b># Mounts:</b>	9	0	9
<b># Antennas:</b>	18	3	21

2. The Monthly License Fee shall be adjusted as follows:

<b>From</b>	<b>To</b>	<b>Amount</b>
June 1, 2017	April 30, 2018	\$900.00
May 1, 2018	May 31, 2018	\$1800.00
June 1, 2018	April 30, 2019	\$1,854.00
May 1, 2019	May 31, 2019	\$2,754.00
<b>June 1, 2019</b>	<b>November 30, 2019</b>	<b>\$2,836.62</b>
<b>December 1, 2019</b>	<b>May 31, 2020</b>	<b>\$3,286.62</b>

In addition to the Monthly License Fee, Licensee shall continue to pay additional charges on account of all other sums of money payable by Licensee under the provisions of this Rooftop License Agreement.

3. Capitalized terms used herein and not defined shall have the definitions ascribed to such terms in the Rooftop License Agreement. Except as expressly modified by this Amendment 3, the Rooftop License Agreement, as amended, shall remain in full force and effect and is expressly ratified and confirmed by the parties hereto.

This Amendment 3 shall control in the event of any inconsistency with the Rooftop License Agreement, as amended.

*[Signature Page Follows]*

The parties have executed and delivered this Amendment 3 as of the Effective Date.

LICENSOR:

3250 WILSHIRE BLVD. PARTNERS  
a California limited partnership

By: 3250 Wilshire GP Corp., Inc.  
a California corporation

Its: General Partner

By:



Claudia Salazar  
Chief Operating Officer

Date:

01/21/2020

LICENSEE:

STARRY INC.  
a Delaware corporation

By:



Celina Munoz  
Vice President

Date:

1/16/2020

**Jennifer Marquez**

---

**From:** Terry Tierney  
**Sent:** Thursday, May 21, 2020, 11:04 AM  
**To:** Ruth Mo  
**Cc:** Jennifer Marquez; Marilyn Schneid; Claudia Salazar  
**Subject:** RE: Starry, Inc.

~~Unless they terminate the Rooftop Agreement before May 31, 2020, the agreement automatically renews for 3 years.~~ I have received no notification regarding a termination of the agreement. If you are in the process of billing them, please increase the Rent 3% as if they have renewed.

Sincerely,

Terry

---

**From:** Ruth Mo <ruthm@realtechla.com>  
**Sent:** Thursday, May 21, 2020 10:37 AM  
**To:** Terry Tierney <TERRY@realtechla.com>  
**Cc:** Jennifer Marquez <jmarquez@realtechla.com>; Marilyn Schneid <MARILYN@realtechla.com>; Claudia Salazar <claudia@realtechla.com>  
**Subject:** RE: Starry, Inc.

They have (1) automatic renewal clause for 3-yr contract.

---

**From:** Ruth Mo  
**Sent:** Thursday, May 21, 2020 10:34 AM  
**To:** Terry Tierney <terry@realtechla.com>  
**Cc:** Jennifer Marquez <jmarquez@realtechla.com>; Marilyn Schneid <MARILYN@realtechla.com>; Claudia Salazar <claudia@realtechla.com>  
**Subject:** Starry, Inc.

Good Morning, Terry!

What is the renewal status with Starry, Inc?