

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/Starry>.

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)

- | | | |
|--|---|---|
| <input type="checkbox"/> Starry Group Holdings, Inc. (Case No. 23-10219) | <input type="checkbox"/> Starry (MA), Inc. (Case No. 23-10223) | <input type="checkbox"/> Widmo Holdings LLC (Case No. 23-10227) |
| <input checked="" type="checkbox"/> Starry, Inc. (Case No. 23-10220) | <input type="checkbox"/> Starry Spectrum LLC (Case No. 23-10224) | <input type="checkbox"/> Vibrant Composites Inc. (Case No. 23-10228) |
| <input type="checkbox"/> Connect Everyone LLC (Case No. 23-10221) | <input type="checkbox"/> Testco LLC (Case No. 23-10225) | <input type="checkbox"/> Starry Foreign Holdings Inc. (Case No. 23-10229) |
| <input type="checkbox"/> Starry Installation Corp. (Case No. 23-10222) | <input type="checkbox"/> Starry Spectrum Holdings LLC (Case No. 23-10226) | <input type="checkbox"/> Starry PR Inc. (Case No. 23-10230) |

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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1: Identify the Claim

1. Who is the current creditor?	1229-1231 25th Street, L.L.C., a Delaware limited liability company Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? 1229-1231 25th Street, L.L.C. c/o Adame Consulting, Agent Name 3243 San Jacinto Street Number Street DALLAS TX 75204 City State ZIP Code USA Country Contact phone 214-587-5444 Contact email iadame@adameconsulting.com	Where should payments to the creditor be sent? (if different) 1229-1231 25th St., LLC c/o Adame Consulting Name P.O. Box 670362 Number Street DALLAS TX 75267-0362 City State ZIP Code USA Country Contact phone 214-587-5444 Contact email iadame@adameconsulting.com
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) RECEIVED APR 27 2023 KURTZMAN CARSON CONSULTANTS		
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 2,341.59

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.

Building Access License Agreement (roof lease)

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

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APR 27 2023

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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.

\$ 5615.50

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 04/26/2023

MM / DD / YYYY

Irma C. Adame Graham

Signature

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

Name

Irma

CARVAJAL

Adame - Graham

First name

Middle name

Last name

Title

MANAGING Agent

Company

Adame Consulting, LLC

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

Address

3243 SAN JACINTO Street

Number

Street

Dallas

City

TX

State

75204

ZIP Code

USA

Country

Contact phone

214-587-5444

Email iadame@adameconsulting.com

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APR 27 2023

KURTZMAN CARSON CONSULTANTS

ADAME CONSULTING LLC
3243 SAN JACINTO STREET
DALLAS, TEXAS 75204
214.587.5444

April 26, 2023

VIA FEDERAL EXPRESS OVERNIGHT DELIVERY

Starry Group Holdings, Inc. Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Re: Proof of Claim

Agreement: Building Access License Agreement dated March 4, 2021 (the "Agreement") for use of that certain space located on the roof of the building, as more particularly detailed in the Agreement located at 1255 25th Street NW, Washington, DC 20037 (the "Building")

OWNER: 1229-1231 25th Street, L.L.C., c/o JBG SMITH

LICENSEE: Starry Inc., a Delaware corporation

To Whom It May Concern:

This firm represents OWNER in connection with the above-referenced Agreement. This correspondence shall constitute the filing of a Proof of Claim in the matter of the bankruptcy case filed by Starry, Inc. ("Licensee").

Required documents enclosed with this filing are as follows:

1. Official Form 410 – Proof of Claim
2. Building Access License Agreement ("Agreement") referenced above
3. Starry Inc. Unpaid Charges Detail

Starry Group Holdings, Inc. Claims Processing Center
Proof of Claim
April 26, 2023
Page 2

Please contact us at jadame@adameconsulting.com or by calling 214-587-5444 if additional information is needed or if any questions arise.

Sincerely yours,

A handwritten signature in black ink that reads "Irma Adame Graham". The signature is written in a cursive, flowing style.

Irma Adame-Graham
Authorized Agent on behalf of 1229-1231
25th Street, L.L.C. and JBG SMITH

BUILDING ACCESS LICENSE AGREEMENT

This Building Access License Agreement (“**Agreement**”) is made this 4th day of March, 2021, between **1229-1231 25th Street, L.L.C., a Delaware limited liability company** (“**Licensor**”), and **Starry, Inc., a Delaware corporation** (“**Licensee**”). Licensor and Licensee may hereinafter be collectively referred to as the “**Parties**” or individually as a “**Party**.”

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Premises.

a. Grant. Licensor is the Licensor of a building located at 1255 25th Street NW, Washington, DC 20037 (the “**Property**”), more particularly described in **Exhibit 1** to this Agreement. Upon execution of this Agreement and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the exclusive right to use that portion of the Property with sufficient space (the “**Premises**”), to install, operate, use, maintain and repair Licensee’s Telecom Equipment (as defined in Paragraphs 1.b and 2.a. below) and grants Licensee the right to install and maintain radio transmitting and receiving antennas, microwave dishes, cabinets, racks and utility wires, poles, cables, conduits and pipes on the Property (the “**Telecom Equipment**”). Licensee shall not have the right to use the Property for any other use or purpose.

b. Plans. Attached hereto as **Exhibit 2** are the preliminary plans and specifications (the “**Preliminary Plans and Specifications**”) describing Licensee’s Telecom Equipment, and use of the Premises. After the date of this Agreement and prior to construction commencement, and in accordance with Paragraphs 2 and 12 below, Licensee shall provide to Licensor, for Licensor’s approval, the final plans (the “**Final Plans**”), (as defined in Paragraph 2.b. below) for Licensee’s Telecom Equipment to be installed and operated on the Premises. Licensor shall have the right, in its reasonable discretion, to limit the type, size and location of Licensee’s Telecom Equipment in and on the Property with such decision of approval not to be unreasonably withheld or delayed. Upon Licensor’s approval of the Final Plans, the Final Plans shall then be attached to this Agreement as **Exhibit 3**.

c. Premises “As Is.” Licensee acknowledges that, as of the Commencement Date it has inspected the Premises, Property and all appurtenances thereto and is fully familiar with the physical condition thereof, and agrees to accept the Premises in its “as is” condition, except as otherwise provided herein, subject to all applicable federal, state and local laws, ordinances, regulations and permits governing the use of the Premises, the Property’s certificate of occupancy, any applicable conditional use permits or variances, and any easements, covenants or restrictions affecting the use of the Premises or the Property. Licensee acknowledges that neither Licensor nor any officer, employee or agent of Licensor has made any representation or warranty with respect to the condition of the Premises, the Property or the suitability thereof for any particular purpose, except as otherwise provided in this Agreement.

d. Warranty of Title and Quiet Enjoyment. Licensor warrants that: (i) Licensor owns the Property and has rights of access thereto; (ii) Licensor has the full right to make and perform this Agreement; and (iii) Licensor covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed pursuant to the terms of this Agreement, Licensee may peacefully and quietly enjoy the Premises in accordance with the terms hereof.

2. Use of Premises.

a. Licensee's Use. Licensee shall use the Premises solely for the installation, operation and maintenance, at Licensee's sole expense, of Licensee's Telecom Equipment for the purpose of providing communications services. Subject to the other terms and conditions hereof, Licensee shall have the right to install, maintain, repair and replace Licensee's Telecom Equipment as set forth on Exhibit 4. No exclusive use of the Property has been granted to Licensee by this Agreement. Licensor shall have the right to approve or disapprove, in Licensor's sole discretion, any changes or additions to Licensee's Telecom Equipment in accordance with Paragraph 12 of this Agreement. Except as provided in Paragraph 12, nothing contained in this Agreement shall be interpreted to obligate Licensor to consent to any requested change or addition to Licensee's Telecom Equipment.

b. Final Plans. The parties acknowledge that the plans and specifications attached hereto as **Exhibit 2** are in preliminary form showing only the proposed location and extent of Licensee's Telecom Equipment. After the date of this Agreement, Licensee shall submit to Licensor for its approval Final Plans and specifications in scope and detail reasonably satisfactory to Licensor setting forth the exact type and location of all of Licensee's Telecom Equipment, including, but not limited to, utility lines, electronic equipment, supporting equipment and structures, electrical cabling, conduit, electrical breakers and electrical boxes. The Final Plans shall be prepared by Licensee's authorized personnel with sufficient telecommunications industry expertise or experience. Licensor shall have the right, in its reasonable discretion, to approve or disapprove the Final Plans within thirty (30) days after Licensee submits three (3) copies of the Final Plans to Licensor. By way of example, and not limitation, the parties hereby agree that it shall not be unreasonable for Licensor to deny approval of the Final Plans for the following reasons: (i) the installation or operation of Licensee's Telecom Equipment would interfere with or inhibit the use or operation of the Property or any pre-existing tenant's use or operation of its premises; (ii) Licensee's Telecom Equipment cannot be installed on the Property without material or substantial modifications to the Property; (iii) in Licensor's sole judgment, Licensee's Telecom Equipment would have a negative impact on the aesthetics of the Property; (iv) the Final Plans provide for any of Licensee's Telecom Equipment to be located in any pre-existing tenant's premises or (v) the Final Plans contemplate the installation or operation of Licensee's Telecom Equipment in a way that is prohibited by any pre-existing lease or other pre-existing agreement applicable to the Property. In no event will Licensor's approval of the Final Plans be deemed a representation that they comply with applicable laws, ordinances, rules or regulations, will not cause interference with other communications operations, or are structurally sound. Licensor shall have the right, prior to its approval of the Final Plans, to consult with Licensor's structural engineer, architect, electrical engineer, roofing contractor and other consultants concerning the Final Plans. Any actual out-of-pocket expenses incurred by Licensor associated with these consultations shall be paid by Licensee, and Licensee shall reimburse Licensor for all of these costs within thirty (30) days after receiving an invoice and supporting evidence of the out-of-pocket costs

incurred by Licensor. If Licensor disapproves the Final Plans, Licensee may re-submit them with changes intended to address Licensor's stated concerns. Prior to installing Licensee's Telecom Equipment, Licensee shall provide Licensor with copies of all required federal, state and local permits and authorizations that have not been previously provided to Licensor. Licensee shall not commence the installation of Licensee's Telecom Equipment prior to Licensor's approval of the Final Plans. After the Final Plans are approved by Licensor, modifications to Licensee's Telecom Equipment shall be governed by Paragraph 12 below. Licensee's obligation to reimburse Licensor for costs pursuant to this paragraph shall survive the termination of this Agreement.

c. Prohibited Uses. Licensee shall not use the Premises for any illegal purpose and shall not conduct any activity at the Premises that may be harmful to the health or safety of others, including, without limitation, other tenants or occupants of the Property. Licensee shall conduct its business and control its agents, employees, invitees, licensees and visitors in such manner as not to create any nuisance on the Property. Licensee will not use the Premises in any way so as to increase Licensor's insurance premiums or those of other tenants at the Property. Licensee shall not place any sign on the Premises or the Property, except as required by law or ordinance, without Licensor's prior written approval, which may be given or withheld in Licensor's sole discretion.

d. Access to Premises. Subject to the other terms and conditions of this Agreement and reasonable scheduling requirements of Licensor, Licensor shall use reasonable efforts to provide Licensee with reasonable access to the Premises. Notwithstanding the foregoing, Licensee acknowledges and agrees that repairs, hazardous conditions and circumstances beyond Licensor's control may prevent access to the Premises from time to time. Licensee shall at all times comply with all reasonable and non-discriminatory access and security policies and procedures in place for the Property that have been communicated to Licensee. Licensee shall reimburse Licensor for any costs reasonably incurred by Licensor as a result of Licensee's entry into the Property during other than the Property's regular business hours upon receipt of invoice from Licensor with reference to after-hours access. Only authorized representatives or agents of Licensee showing appropriate credentials shall be provided access to the Property and Premises.

i. Notice. Licensee will use reasonable efforts to provide to the Manager at least twenty four (24) hours' advance notice of any need for access, except for disruption of Licensee's services ("Disruption") or Emergency, and at least two (2) hours' advance notice of any need for access because of a Disruption or Emergency. In the event Licensor receives less than twenty four (24) hours' notice of Licensee's desire to access the Licensed Premises if no Disruption or Emergency exists, or less than two (2) hours' notice if a Disruption or Emergency exists, Licensor will use commercially reasonable efforts to accommodate Licensee's request.

ii. Procedure. Prior to the initial installation of the Licensees Telecom Equipment, Licensee will deliver to Licensor, in care of Manager, and thereafter keep current a list of Licensee's employees and contractors that are permitted to access the Licensed Premises. Access to the Licensed Premises may be arranged through the Manager by dialing 877-449-9623 or, after the normal business hours for the Property, through the security personnel at or servicing the Property. Licensee authorizes Licensor to deny access to Licensed Premises to any of Licensee's employees or contractors that are not on Licensee's permitted access list or do not present satisfactory proof of identity to Property management or security; provided, however, Licensor will have no liability to Licensee as to any access granted by Licensor. Licensor may require that a representative of Licensor

accompany Licensee during such access. If Licensee requests access to the Licensed Premises at times other than the normal business hours for the Property, Licensee may be required to reimburse Licensor for reasonable trip charges and overtime charges incurred by Licensor. Site Access Procedures are attached hereto as Exhibit 5.

e. New Users. From time to time, Licensee agrees to promptly provide to Licensor non-proprietary, non-confidential information regarding Licensee's Telecom Equipment so that additional communication facilities may subsequently be installed on the Property in a compatible manner.

3. Term; Renewal and Termination.

a. Initial Term. The initial term of this Agreement shall commence upon the first day of the month following the date of full execution of this Agreement (the "Commencement Date") and shall end thirty six (36) months thereafter ("Initial Term").

b. Renewal Term. Provided Licensee has not been in default beyond any applicable notice and cure period during the Initial Term, upon the expiration of the Initial Term, this Agreement may renew for two (2) additional periods of three (3) years (each a "Renewal Term" and collectively "Renewal Terms" and together with the Initial Term, the "License Term"), upon the following conditions; (i) Licensee shall give Licensor written notice (the "Renewal Notice"), of intent to renew this Agreement no less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term; and (ii) the License Fee (hereinafter defined) shall increase such that the License Fee to be paid during the first year of a Renewal Term shall be adjusted such that it is not less than the License Fees paid for the Premises during the previous year, plus three percent (3%).

d. Right to Terminate. This Agreement may be terminated by either Party upon one hundred twenty (120) days prior written notice to the other Party, if: (i) either Party is unable to obtain or maintain any governmental approval, (the "Governmental Approval), permit or license necessary to use the Property for the purpose permitted hereunder or to operate Licensee's Telecom Equipment, through no fault of such Party; or (ii) if Licensee determines that the Premises are not appropriate for its operations for economic or technological reasons, upon one hundred twenty (120) days written notice and payment to Licensor of a termination fee equal to six (6) months of the License Fees at the then current rate. If Licensee's subject installations remain upon the Premises after thirty (30) days following the expiration and/or termination date (the "Termination Date"), of this Agreement, such use shall be deemed a month-to-month use under the same terms and conditions of this Agreement except that the monthly License Fee (as hereinafter defined) shall be in the amount of 150% of the monthly License Fee in effect at the expiration of this Agreement prorated to the date Licensee removes its Equipment from the Premises. Nothing contained herein shall grant Licensee the right to holdover after the term of this Agreement has expired.

e. Condition of Sale. In the event that an agreement in principle for the sale of the Property is made conditional upon the removal of the Licensee's Facilities, Licensor shall provide a written notice to Licensee. The Termination Date for this Agreement shall be ninety (90) days from Licensee's receipt of such notice.

4. Fees

a. Licensee shall pay to Licensor an annual fee (the "License Fee") each year of the Term. The amount of the License Fee shall be Thirteen Thousand Eight Hundred and No/100 Dollars (\$13,800.00), payable upon commencement (the "Commencement Date") as further described in Section 3., Term herein, and due upon and on the first day of each month in twelve monthly payments of Sixteen Hundred and No/100 Dollars (\$1,150.00), in advance without notice, demand, or counterclaim. **The License Fee shall be made payable and mailed to: 1229-1231 25th Street, L.L.C., c/o Adame Consulting, as managing agent, P.O. Box 670362, Dallas, Texas 75267-0362.** The License Fee shall further increase annually on the anniversary of the Commencement Date by Three percent (3%) per year.

b. If this License is terminated at a time other than the last day of the month, the License Fee shall be prorated as of the date of termination for any reason, (other than default by Licensee, as defined in Paragraph 14 of this Agreement).

c. **Administrative Fee.** Upon execution of this Agreement by Licensee, Licensee shall pay to Manager the Administrative Fee in the amount of Fifteen Hundred and No/100 Dollars (\$1500.00) payable within thirty (30) days thereafter, to offset a portion of Licensor's costs in connection with preparing and negotiating this License, accompanying Licensee's personnel during Licensee's evaluation of the Property, and identifying the Licensed Premises.

d. **Late Payment and Interest.** Licensee hereby acknowledges that late payment by Licensee to Licensor of License Fee or other sums due hereunder will cause Licensor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Licensor by the terms of any mortgage or trust deed encumbering the Property. Accordingly, if any installment of License Fee or any other sum due from Licensee shall not be received by Licensor within ten (10) business days after such amount shall be due, then, without any requirement for notice or demand to Licensee, Licensee shall immediately pay to Licensor a late charge equal to twelve percent (12%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Licensor will incur by reason of late payment by Licensee. Acceptance of such late charge by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted to Licensor under this Agreement. Any amount due to Licensor that is not paid within ten (10) business days after the date such amount is due shall bear interest at the greater of twelve percent (12%) per annum or the maximum rate permitted by applicable law. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement; provided, however, that interest shall not be payable on late charges incurred by Licensee.

e. **Address for Payment.** The License Fee and all other sums due hereunder shall be sent and made payable to Manager on behalf of Licensor, or such other person, firm or corporation as Licensor may hereafter designate in writing and at the address to be designated by Licensor. Licensor may change the address to which License Fee is sent, from time to time, upon written notice to Licensee.

f. **Taxes.** In addition to the License Fee, upon receipt of reasonable evidence of payment by Licensor, Licensee shall pay to Licensor if and when due, any personal property taxes or assessments directly attributable to Licensee's Telecom Equipment or Licensee's other personal

property located at the Property. Licensee shall be responsible for paying any real or personal property tax, including and sales or use tax, appropriately allocable to Licensee's Telecom Equipment or other real or personal property procured by or installed by the Licensee in the Property. Provided that Licensor provides to Licensee written documentation thereof, Licensee shall also be responsible for payment of any occupancy or use tax assessed by municipal authorities in connection with the Licensee's use or occupancy of the Property and/or Licensee's Telecom Equipment, until such time as Licensee is no longer operational or the Agreement terminates.

5. Interference.

a. Licensee represents and warrants to Licensor that Licensee's Telecom Equipment will not cause interference with (i) any communications equipment installed on the Property prior to the Commencement Date, or (ii) with the ability of residential tenants/occupants of the Property or other tenants/occupants of outer properties owned by Licensor adjacent to the Property to receive or transmit radio, television, telephone, microwave, short-wave, long-wave or other signals of any sort presently or hereafter installed (collectively "Residential Tenant Communications"). [Provided, the Residential Tenant Communications are operated in a manner that complies with all laws and regulations applicable to the Residential Tenant Communications, or (iii) with any equipment, installation, wires, cabling or machinery (electronic or otherwise) at the Property or (iv) with the ability of any residential tenant/occupants within the Property to conduct its business]. Should interference occur contrary to Licensee's representations above, such interference shall be considered interference (the "Interference"). Licensor shall provide Licensee with notice of such Interference and Licensee shall cooperate with Licensor and any other tenants to promptly ascertain and correct the cause of the Interference.

b. In the event Licensee is found to be the cause of any Interference at the Property (in accordance with Paragraph 5.a. above), Licensee shall promptly make all necessary repairs and adjustments, at Licensee's expense, to insure cessation of Interference in compliance with FCC regulations and any reasonable out of pocket costs and expenses actually incurred by Licensor in connection therewith shall be paid to Licensor within thirty (30) days after Licensee's receipt of Licensor's invoice and supporting documentation. If Interference caused by Licensee cannot be eliminated within twenty-four (24) hours after receipt of notice by Licensee, Licensee shall temporarily disconnect the electric power and shut down that portion of Licensee's Telecom Equipment causing the interference, except for intermittent operation for the purpose of testing correction of such interference. In the event Licensee does not shut down Licensee's Telecom Equipment as aforesaid, Licensor may shut off power to Licensee's Telecom Equipment (except for intermittent testing) without liability to Licensee. If such Interference caused by Licensee is not corrected within thirty (30) days after receipt of notice, Licensor may terminate this Agreement.

c. In the event of Interference with Licensee's Telecom Equipment from any Residential Tenant Communications or the equipment of Licensor's other telecommunications tenants, Licensor shall upon Licensee's request provide a written notice to such third-party tenant requesting that it work with Licensee to eliminate such Interference. Licensor shall not be obligated to incur any cost or expense, to initiate litigation or to otherwise take steps to enforce a lease with a third party tenant due to such interference. In the event the interference from the third party tenant is not eliminated after Licensee uses commercially reasonable efforts to eliminate the interference, Licensee shall have the right on thirty (30) days advance written notice to Licensor to terminate this Agreement.

If the interference results from telecommunications equipment installed by Licensor, its property managers or agents (managers and agents shall not include third party tenants) after the Commencement Date, then after written request from Licensee, Licensor shall promptly use commercially reasonable efforts to eliminate such interference and Licensee shall cooperate with Licensor in its attempts to eliminate the interference. If such interference cannot be cured within twenty four (24) hours after Licensor receives written notice from Licensee of such interference, Licensor shall temporarily shut down the interfering equipment, except for intermittent operation for the purpose of testing correction of such interference. In the event such interference cannot be corrected within thirty (30) days after receipt of written notice by Licensor from Licensee, Licensee may terminate this Agreement. If this Agreement is terminated pursuant to this Paragraph 5, after the termination date, Licensee and Licensor shall have no further liability or obligation to each other thereunder except for liabilities and obligations which by the express terms of this Agreement survive such termination.

d. Licensor shall include in agreements Licensor executes in the future a similar provision as stated in this Section 5 requiring subsequent licensees not to interfere with the radio signals of existing telecom equipment generated from the Premises.

6. Electrical and Other Facilities and Services.

Licensee's Procurement of Services. Licensee shall procure, at Licensee's sole expense, electrical and telephone services necessary to operate Licensee's Telecom Equipment and Licensee shall install a separate electrical meter or sub-meter and main breaker all as more particularly described on the Final Plans. Licensee shall be entitled to place electrical connections, electrical conduit, telephone conduit, in the locations described on the Final Plans and at no other locations. Licensee shall not be entitled to place other conduit or cabling at the Property. In accordance with the above, both parties agree that Licensee shall pay to Licensor, on the first day of each month, an estimated utility fee (the "Utility Fee") in the amount of Fifty and No/100 Dollars (\$50.00) for electricity supplied by Licensor) and on each anniversary of the Commencement Date, Licensor shall adjust the Utility Fee to reflect the actual electrical usage by Licensee. If Licensee has made over payments of the Utility Fee compared to the actual usage, Licensor shall credit such over payment against future Utility Fees. If Licensee has underpaid the Utility Fee compared to the actual usage, Licensor shall adjust the Utility Fee to include such underpayment. Licensor shall provide Licensee, annually, reasonable supporting documentation verifying the actual usage of electricity by Licensee. The Utility Fee for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. Licensor shall have the right, in Licensor's sole discretion, to require Licensee to relocate Licensee's electrical and/or telephone conduit from time to time on a temporary or a permanent basis. If Licensor requires such conduit relocation, Licensee shall, upon Licensor's request, promptly relocate Licensee's conduit to a location reasonable satisfactory to Licensor. Licensor makes no representation or warranty to Licensee that adequate electrical or telephone service will be available to Licensee and Licensor shall not be obligated to incur any cost or expense to provide such services to Licensee.

a. Licensor Not Liable for Interruption in Power. Licensor shall not be liable for interruption of power in any respect including damage to Licensee's Telecom Equipment, person or property (of any kind or nature) and Licensee shall not be relieved of its obligations hereunder unless caused by Licensor's or its employee's gross negligence or willful misconduct. Licensor shall at all times be able to shut down the electrical service to the Premises and Licensee's Telecom Equipment in connection with any maintenance or repair operation conducted for the Property. Licensor agrees

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to make a reasonable effort to schedule any such shutdown outside the Property's normal business day. In the event of any such shutdown, Licensor shall endeavor to notify Licensee at least forty eight (48) hours in advance (except in the case of an emergency where no advance notice will be required) of the shutdown, and to state the anticipated duration of the shutdown, at Licensee's address set forth herein.

7. Compliance with Laws, Maintenance of Permits.

a. Licensee will install, maintain, and operate Licensee's Telecom Equipment at all times in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including without limitation applicable occupational, health and safety standards, the regulations promulgated by the FCC, all applicable zoning, building and fire codes, and in compliance with the rules, regulations and standards established from time to time by Licensor, its property manager and/or the Manager as such are communicated to Licensee. Rules, regulations and standards established from time to time by Licensor, Licensor's property manager or the Manager shall not deprive Licensee of its express rights contained in this Agreement. Licensee, at Licensee's sole cost and expense, shall be solely responsible for securing and maintaining all applicable permits, licenses and approvals for the installation, maintenance, and operation of Licensee's Telecom Equipment, including, without limitation, the FCC License; provided, however, that Licensor shall cooperate with Licensee, at no cost, expense or liability to Licensor, in executing applications for and obtaining such permits and licenses. Licensee shall deliver to Licensor copies of any such permits, licenses or approvals within ten (10) business days of Licensor's written request.

b. Licensee shall be responsible, at Licensee's sole cost, for compliance with all marking and lighting requirements of the FAA and the FCC resulting from Licensee's Telecom Equipment on the Premises.

8. Maintenance and Repair.

a. Maintenance of Premises and Equipment. Licensee shall keep the Premises and Licensee's Telecom Equipment in neat and clean condition. During the Term, Licensee shall immediately notify Licensor in writing and by telephone of any roof leaks or other damage or injury including structural damage to the roof of the building, the Premises, or any other part of the Property caused by Licensee's use of the Premises or its installation, use, maintenance, or removal of Licensee's Telecom Equipment (the "**Licensee Damage**").

b. Licensor's Rights. Licensor shall have the right, in Licensor's sole discretion, from time to time, to make changes to the size, shape, location, number and extent of the improvements comprising the Property (hereinafter referred to as (the "**Licensor Changes**") including, but not limited to, the interior and exterior of any improvements on the Property, the common areas, rooftop, elevators, electrical systems, communication systems, fire protection and detection systems, plumbing systems, security systems, parking control systems, driveways, entrances and landscaped areas. In connection with the Licensor Changes, Licensor may, among other things, erect scaffolding or other structures at the Property, limit or eliminate access to portions of the Property, including portions of the common areas and roof, or perform work at the Property, which work may create noise, dust or leave debris in or around the Property. Licensee hereby agrees that such Licensor Changes and Licensor's actions in connection with such Licensor Changes shall in no way constitute a constructive eviction. Licensor shall have no responsibility or for any reason be liable to Licensee for any direct or indirect injury to

or interference with Licensee's business arising from the Licensor Changes, nor shall Licensee be entitled to any compensation or damages from Licensor for any inconvenience or annoyance occasioned by such Licensor Changes or Licensor's actions in connection with such Licensor Changes, except for injury to Licensee caused by the sole negligence or willful misconduct of Licensor in conducting such Licensor Changes.

c. Repairs. Licensee acknowledges that Licensor may decide, in its sole discretion, from time to time, to make repairs to the Property or rooftop including partial or full rooftop replacement (hereinafter the **"Repairs"**). If Licensor elects to make Repairs, Licensee shall, upon Licensor's request, and at Licensee's cost temporarily remove or relocate Licensee's Telecom Equipment to an alternative location (the "Relocation Space") so that the Repairs may be completed, provided that the Relocation Space must be technologically feasible for the operation of Licensee's Telecom Equipment, including without limitation, the line of sight requirements of such Telecom Equipment. If a Licensor's Change or Repair will prevent Licensee from using Licensee's Telecom Equipment (hereinafter the **"Interruption"**), Licensor shall provide Licensee with sixty (60) days' advance written notice of the planned Change or Repair. Licensor shall endeavor to give Licensee advance notice of emergency repairs to the Property, but Licensor's failure to provide notice in the event of an emergency shall not constitute the breach of this Agreement by Licensor. Licensor shall use commercially reasonable efforts to complete Licensor Changes and Repairs in a manner that will minimize disruption to Licensee's use of Licensee's Telecom Equipment, but Licensor shall not be obligated to incur any extra cost or expense to minimize such disruption. During any such Interruption, and subject to all applicable laws and regulations, Licensee shall be permitted to provide for the temporary placement of equipment on the Premises (hereinafter referred to as the **"Temporary Equipment"**); provided, however, that Licensee first obtains the prior consent of Licensor, which consent shall not be unreasonably withheld, and that Licensee uses diligent efforts to prevent such temporary facility from adversely affecting the use or operation of the Property.

d. Termination. If as the result of a Licensor Change, Licensee will not be able to use the Property or Premises as intended, Licensee shall have the right to elect on thirty (30) days advance written notice to Licensor to terminate this Agreement and the License Fee shall not abate as of the commencement date of the Interruption preventing Licensee from using the Property or Premise as intended. If this Agreement is terminated as provided in the previous sentence, after the termination date, Licensee and Licensor shall have no further liability or obligation to each other under this Agreement except for liabilities and obligations which by the express terms of this Agreement survive the termination of this Agreement.

9. Assignment and Subletting.

a. Assignment. Licensee shall not voluntarily or by operation of law assign this License or transfer, hypothecate, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Premises (hereinafter collectively a "Transfer"), without Licensor's prior written consent, which shall not be unreasonably withheld. Provided, however, that Licensee may, upon prior written notice to Licensor, assign its interest herein to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets (herein collectively referred to as an "Affiliated Entity") subject to the assignee assuming all of Licensee's obligations under this Agreement, and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 11.e below.

Notwithstanding anything to the contrary contained in this Agreement, Licensee may collaterally assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided however in all events an assignee from any foreclosure arising from such collateral transfer described above shall be subject to the consent of Landlord as set forth above and all of the other provisions and terms of this Agreement shall apply to such assignee. Licensee may not sublet all or any portion of the Premises, allow collocation or permit other users to hook up to or otherwise utilize all or any part of Licensee's Telecom Equipment in any way under any circumstances.

b. Licensor Consent. Licensor shall respond to Licensee's written request for consent hereunder within thirty (30) days after Licensor's receipt of the written request from Licensee. Any attempted Transfer without such consent (except where such consent is not required as stated otherwise in Paragraph 9.a) shall be void and shall constitute a material default and breach of this Agreement. Licensee's written request for Licensor's consent shall include, and Licensor's thirty (30) day response period referred to above shall not commence, unless and until Licensor has received from Licensee, all of the following information: (i) financial statement for the proposed assignee, (ii) a detailed description of the business the assignee intends to operate at the Premises, (iii) the proposed effective date of the assignment, (iv) a copy of the proposed assignment agreement which includes all of the terms and conditions of the proposed assignment, and (v) a detailed description of any alterations the proposed assignee desires to make to the Premises and/or to Licensee's Telecom Equipment.

c. Standard For Approval. Licensor shall not unreasonably withhold its consent to a Transfer provided that Licensee has complied with each and every requirement, term and condition of this Paragraph 9. Licensee acknowledges and agrees that each requirement, term and condition in this Paragraph 9 is a reasonable requirement, term or condition. It shall be deemed reasonable for Licensor to withhold its consent to a Transfer if any requirement, term or condition of this Paragraph 9 is not complied with or if: (i) a proposed assignee refuses to enter into a written assignment agreement, reasonably satisfactory to Licensor, which provides that the assignee will assume all of Licensee's obligations under this Agreement and the assignment agreement shall contain such other terms and conditions as Licensor reasonably deems necessary; (ii) the use of the Premises by the proposed assignee is not permitted by this Agreement; or (iii) Licensee is in default hereunder at the time of the request. Licensor's consent may be conditioned upon the assignee obtaining, prior to commencement of its operations at the Premises, all FCC licenses and other governmental approvals and permits required in order to operate Licensee's Telecom Equipment from the Premises.

d. Additional Terms and Conditions. The following terms and conditions shall be applicable to any Transfer pursuant to Paragraph 9.a:

i. Regardless of Licensor's consent, no Transfer shall release Licensee from Licensee's obligations hereunder or alter the primary liability of Licensee to pay the License Fee and other sums due Licensor hereunder and to perform all other obligations to be performed by Licensee hereunder or release any guarantor from its obligations under its guaranty.

ii. Any assignee of this Agreement shall, by reason of accepting such assignment, be deemed, for the benefit of Licensor, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Licensee during the term of said assignment, other than such obligations as are contrary or inconsistent with provisions of an assignment to which Licensor has specifically consented in writing.

e. Licensor's Expenses. In the event Licensee shall assign this Agreement or request the consent of Licensor to any Transfer pursuant to Paragraph 9.a, then Licensee shall pay Licensor's actual reasonable out-of-pocket costs and expenses incurred in connection therewith, including, but not limited to, attorneys', architects', accountants', engineers' or other consultants' fees.

10. Inspection.

a. Access. Licensee shall permit Licensor or its agents or representatives upon not less than one (1) business day advance notice to have access to Licensee's Telecom Equipment to (i) inspect Licensee's Telecom Equipment to verify adherence to the Final Plans, (ii) perform any obligations of Licensee hereunder which Licensee has failed to perform after notice if required hereunder, and (iii) assure Licensee's compliance with the terms and provisions of this Agreement. Licensee shall have the right to have a representative accompany Licensor on any inspection. In the event of an emergency, Licensor shall have the right to inspect Licensee's Telecom Equipment without advance notice to Licensee, but Licensor will endeavor to provide expedited notice of such emergency to Licensee.

b. Annual Inspection. At least annually, Licensee, at its sole expense, shall ensure that a physical inspection of the Premises and Licensee's Telecom Equipment occurs and that this inspection include a survey of structural integrity and a review and correction of any loose bolts, fittings or other appurtenances. Licensee shall provide a written certification of such inspections to Licensor not more than ten (10) business days following each such inspection. In the absence of such a certification, in addition to any other rights or remedies of Licensor hereunder, Licensor shall have the right (but not the obligation) to conduct or arrange for such an inspection and any corrective action which such inspection may disclose, and to charge Licensee for such costs.

11. Licensee's Telecom Equipment.

a. Title to Licensee's Telecom Equipment; Risk of Loss. Unless abandoned, Licensee's Telecom Equipment shall be and remain the property of Licensee. Licensee at all times shall have care, custody, and control of Licensee's Telecom Equipment, and all of Licensee's Telecom Equipment kept, stored, or maintained on the Premises will be kept, stored, or maintained at the sole risk of Licensee and Licensee shall take all measures and precautions to render Licensee's Telecom Equipment inaccessible to unauthorized persons.

b. Compliance with Engineering Standards. Licensee shall install, operate, and maintain Licensee's Telecom Equipment in accordance with the current engineering standards prevailing from time to time in the communications industry.

c. Equipment Identification. Licensee shall clearly and conspicuously use and maintain tags to identify Licensee's Telecom Equipment, which tags shall indicate Licensee's name

and frequency number(s). Licensee shall also post a copy of its FCC License on Licensee's Telecom Equipment upon installation.

d. Limitations on Equipment. If any equipment or installations other than those described in the Final Plans are installed by Licensee, Licenser may, at Licenser's sole discretion, and in addition to Licenser's other rights and remedies under this Agreement, (i) increase the License Fee, which increase will be determined by Licenser, in Licenser's sole discretion, or (ii) require Licensee to immediately remove such equipment at Licensee's expense. If Licensee removes any such equipment, from and after the date of such removal, the License Fee shall not be increased based on the existence of such equipment. This paragraph shall not apply to a Permitted Modification (as defined below).

e. Waiver of Licenser's Lien. Licenser waives any lien rights it may have concerning the Licensee's Telecom Equipment, which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licenser's consent. [If requested by Licensee: Licenser acknowledges that Licensee has entered into a financing arrangement, including promissory notes and financial and security agreements, for the financing of Licensee's Telecom Equipment (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Licenser (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any License Fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.] Licenser shall not be obligated to enter into written agreements with any of Licensee's lenders. If Licenser is requested to and agrees (in Licenser's sole discretion) to enter into any agreement with a lender of Licensee, Licensee shall pay to Licenser all reasonable legal fees and other out-of-pocket expenses actually incurred by Licenser in reviewing, negotiating and modifying such agreement.

12. Licenser's Review of Plans and Approval of Contractors.

a. Plans. Prior to modifying Licensee's Telecom Equipment (a "**Modification**"), Licensee shall submit to Licenser a written request for approval of the proposed modification (the "**Modification Request**"), and if reasonably requested by Licenser, such written request shall include plans and specifications (the "**Modification Plans**") in a form and content reasonably satisfactory to Licenser. The Modification Plans shall comply with the Installation Standards and shall be prepared by Licensee's authorized personnel with sufficient telecommunications industry expertise or experience. Licenser shall not unreasonably disapprove the Modification Request if the Modification Request meets all of the following criteria: (a) it will not change the type of service being provided by Licensee from the Property, (b) it will not change the location of Licensee's Telecom Equipment, (c) it will not increase the size of Licensee's Telecom Equipment, and (d) it will not violate any other terms or conditions of this Agreement (hereinafter a "**Permitted Modification**"). Licenser shall have no obligation to approve any Modification Request that is not a Permitted Modification. Licenser shall approve or disapprove a Modification Request within thirty (30) days after Licensee provides Licenser with three (3) copies of the Modification Plans and any other information reasonably requested by Licenser. If Licenser does not approve or disapprove the Modification Request within such thirty (30) day period, Licensee shall provide Licenser with a second written notice of Licensee's request for approval of the Modification Request. The Modification Request shall be deemed approved if Licenser

fails to approve or disapprove the Modification Request within thirty (30) days after such second request. The Modification Plans, if any, shall be attached hereto as part of **Exhibit 4** and shall thereafter constitute a part of the Final Plans. Licensor's approval of the Modification Plans shall be evidenced by Licensor initialing such plans and returning same to Licensee. In no event will Licensor's approval of the Modification Plans be deemed a representation that they comply with applicable laws, ordinances, rules or regulations, will not cause interference with other communications operations, or are structurally sound. Licensor shall have the right, prior to approval of the Modification Request, to consult with Licensor's structural engineer, architect, electrical engineer, roofing contractor and other consultants. Any actual reasonable out-of-pocket expense incurred by Licensor associated with these consultations shall be, paid by Licensee, and Licensee shall reimburse Licensor for all of these costs within thirty (30) days after receiving evidence of the out-of-pocket costs incurred by Licensor. Prior to installing or modifying any of Licensee's Telecom Equipment, Licensee shall provide Licensor with copies of all required federal, state and local permits and authorizations that have not been previously provided to Licensor.

b. Supervision by Licensor. A representative of Licensor shall have the right, but not the obligation, to be present and if present shall have the right to supervise the installation, modification or removal of Licensee's Telecom Equipment and any other access by Licensee or its employees, agents or representatives to the Premises or the roof of the Property. If Licensee installs, modifies or removes Licensee's Telecom Equipment without such supervision, Licensee shall be liable to Licensor for any damages suffered by Licensor that actually occur as a result. All reasonable fees actually incurred by reason of any monitoring performed by Licensor or its agents, contractors or employees in connection with Licensee's work shall be paid by Licensee within thirty (30) days after demand by Licensor.

c. Approval of Contractors. Licensee shall submit to Licensor a list of names of Licensee's proposed contractors, which list may be modified by Licensee from time to time. Licensor shall have the right of prior approval of such contractors, which approval once given may not be unreasonably rescinded by Licensor. Licensee shall submit to Licensor prior to the commencement of any work at the Premises a letter naming any proposed contractor, the proposed date the work will commence, all time frames, the duration of the work and all equipment to be used to perform the work. Licensor shall notify Licensee within five (5) business days after Licensor actually receives the letter as to whether Licensor has approved such contractor, date, time, duration and equipment or Licensor shall be deemed to have approved such matters. Licensee shall require from each contractor and their subcontractors insurance as required in Paragraph 17 (except for property insurance) and secure from each contractor an insurance certificate and copies of additional insured and waiver of subrogation endorsements in compliance with the terms of Paragraph 17 and shall provide such insurance certificate and endorsements to Licensor prior to any contractor entering the Property. In the event that any contractor/subcontractor fails to maintain in full force and effect any of the insurance coverages required herein and provide documentation as required, Licensee shall have the right to remove the contractor/subcontractor from the Property till such coverage is obtained and documentation provided to Licensor

13. Removal of Licensee's Telecom Equipment and Holdover.

a. Removal by Licensee. On or before the expiration or earlier termination of this Agreement, Licensee shall remove Licensee's Telecom Equipment from the Property at Licensee's

sole cost and expense. Licensee shall, at its sole cost and expense, repair any damage to the Property (including but not limited to the Premises) directly caused thereby and shall restore the Premises and the Property to its original condition, ordinary wear and tear, casualty loss, and damage caused by third parties not acting on behalf of Licensee excluded.

b. Removal by Licensors. If Licensee does not remove Licensee's Telecom Equipment on or prior to the expiration or termination of this Agreement, Licensors may: (i) upon ten (10) business days advance written notice to Licensee, using reasonable care remove Licensee's Telecom Equipment and store it at Licensee's sole cost and expense, which amount shall be paid to Licensors on demand, and if Licensee fails to claim Licensee's Telecom Equipment and pay such amounts within thirty (30) days after written notice from Licensors, Licensors shall have the right to dispose of Licensee's Telecom Equipment as Licensors sees fit; or (ii) charge Licensee an amount equal to one hundred fifty percent (150%) of the amount of License Fee charged hereunder immediately prior to termination or expiration for each full and partial month that Licensee's Telecom Equipment remains on the Premises. Licensors shall not be liable to Licensee for any damages to Licensee's Telecom Equipment resulting from Licensors' removal of Licensee's Telecom Equipment, except damage resulting from the sole negligence or willful misconduct of Licensors. The foregoing provisions will not serve as permission for Licensee to holdover, nor serve to extend the term of this Agreement, although Licensee will remain bound to comply with all provisions of this Agreement until Licensee fully vacates the Premises in accordance with the terms of this Agreement.

c. Abandonment of Cabling. If Licensee elects to abandon any cabling or other transmission line which is the property of Licensee, and if Licensors consents to such abandonment in writing (which consent may be withheld in Licensors' sole and absolute discretion), then such cabling and transmission line shall become the sole property of Licensors. Otherwise, Licensee agrees, at its expense, to remove any or all cabling and transmission lines which are its property, and further agrees to assume the responsibility during the removal for any damage to cabling or transmission line(s) belonging to others resulting directly from Licensee's removal of its property, and shall indemnify Licensors against all claims for damages resulting there from by any other Licensee or any tenant or other occupant of the Property. If Licensors fails to remove any cabling or other transmission lines as requested in this Paragraph 13.c., Licensors may do same and Licensee shall immediately reimburse Licensors for all reasonable, actual and documented costs it incurs in connection with said removal.

14. Default.

a. Event of Default. Each of the following shall be deemed to be an event of default by Licensee under this Agreement ("Event of Default"):

i. The License Fee or any other sum due by Licensee under this Agreement remains unpaid for five (5) business days after Licensors delivers to Licensee written notice that such amount is due and payable.

ii. If Licensee files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Licensee becomes the subject of any involuntary bankruptcy or insolvency in proceedings filed against Licensee thereunder, and Licensee fails to have such proceedings dismissed within sixty (60) days thereafter.

iii. Failure by Licensee to comply with the terms of Paragraph 5 within the time frame set forth therein.

iv. Any failure by Licensee to comply with any other covenant, condition or agreement contained herein or in any rider, exhibit or other addendum hereto which materially and adversely affects any third party or Licensor and such failure continues twenty (20) business days after written notice thereof; provided, however, that if such failure is curable but cannot be cured within such twenty (20) business day period, then if Licensee fails to cure such default within twenty (20) business days after such notice, such failure shall not be deemed a default, provided Licensee has commenced to cure such default within twenty (20) business days after such notice and thereafter diligently and as quickly as is possible prosecutes such cure to completions.

b. Remedies. If an Event of Default shall occur and remain uncured, Licensor may, in addition to any other rights and remedies which Licensor may have hereunder, at law or in equity, do the following (unless such remedies are prohibited by the laws of the state in which the Property is located):

i. Upon fifteen (15) days' prior notice to Licensee, declare to be immediately due and payable, on account of the License Fees and other charges herein reserved for the balance of the Term of this Agreement (taken without regard to any early termination of such Term on account of an Event of Default or other right to terminate this Agreement), a sum equal to all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the Event of Default, in addition, Licensee shall pay to Licensor liquidated damages equal to the balance of License Fees due through the remainder of the existing Initial Term or Renewal Term, as the case may be.

ii. Terminate this Agreement which is the subject of the event of default by sending a written notice of cancellation which specifies that the Agreement shall terminate three (3) days after delivery of such notice, and upon the expiration of said three (3) days, this Agreement and the Term thereunder shall end and expire as fully and completely as if the date of expiration of such three (3) day period was the day herein fixed for the expiration of Term thereof. If the Term shall be terminated in accordance with this subparagraph (ii), Licensor may, without notice, re-enter the Premises and dispossess Licensee or other occupant of the Premises by summary proceedings or otherwise, and hold the Premises as if this Agreement had not been made (provided that Licensee shall at all times be permitted to gain access for the sole purpose of removing its property), and Licensee shall remain liable hereunder as herein provided. In case of any such re-entry, expiration and/or dispossession by summary proceedings or otherwise, all License Fee, additional rent and other amounts then to be paid by Licensee shall become due and be paid up to the time of such re-entry, dispossession and/or expiration, and/or Licensor may re-let the Premises either in the name of Licensor or otherwise under terms acceptable to Licensor (including without limitation, the length of the term and rent concessions). Licensor, at its option, may also make such repairs and replacements as are reasonably necessary or desirable for the purpose of re-letting the Premises and the making of such repairs or replacements shall not operate or be construed to release Licensee from liability hereunder. Neither the failure nor refusal of Licensor to re-let the Premises or any part thereof or, in the event the Premises are re-let, the failure of Licensor to collect the rent under such re-letting shall release or affect Licensee's liability for damages, and Licensor shall not in any way be liable for same. Any such damages shall be paid in monthly installments by Licensee on the dates specified in this Agreement for

License Fee to be paid and any such suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Licensor to collect the deficiency for any subsequent month by similar proceeding. Any action may be an action for the full amounts of all rents due or to become due, and all damages suffered or to be suffered by Licensor. Licensee may also turn off the power to Licensee's Telecom Equipment at the Premises and using reasonable care remove Licensee's Telecom Equipment and store the same, at Licensee's expense, without prejudice to any other right or remedies that Licensor may have. Licensor shall not be liable for any damages resulting from shutting off power, removal or storage and Licensee hereby waives any right to claim damages, unless resulting from Licensor's gross negligence or willful misconduct. Except as otherwise provided, all remedies and rights of Licensor under this Agreement are cumulative.

c. Expenses. After an event of default which remains uncured, Licensee shall also pay on demand all expenses that Licensor incurs for attorneys' fees and disbursements relating to such default (including advice of counsel, suit and any appeals), and management fees and expenses and costs for removing Licensee's Telecom Equipment and storing same, and putting the Premises in good order and repair.

d. Default by Licensor. Licensor shall be in default under this Agreement if Licensor fails to comply with any covenant, condition or agreement contained herein or in any rider, exhibit or other addendum hereto which materially and adversely affects any Licensee and such failure continues thirty (30) days after written notice by Licensee to Licensor of such default; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for its cure, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

e. Limitation of Damages. The Parties hereby waive their right to recover consequential damages (including, but not limited to, lost profits) or punitive damages arising under this Agreement.

15. Destruction. If any portion of the Premises is destroyed or becomes damaged by fire, wind, water, earthquake or for any other reason, Licensor shall have the right, in its sole and absolute discretion, to repair or rebuild the Property or to terminate this Agreement. Licensee shall in no event be entitled to compensation or damages on account of annoyance or inconvenience in making any repairs, or on account of construction, or on account of Licensor's election to terminate the Agreement. If due to such damage the Premises cannot be used by Licensee, and Licensor in its good faith judgment determines that the Property cannot be rebuilt or repaired within one hundred eighty days (180) after the date of the occurrence of the damage, Licensor shall notify Licensee thereof in writing at the time of Licensor's election to rebuild or repair, and Licensee shall thereafter have a period of fifteen (15) days within which Licensee may elect to terminate this Agreement, effective as of the date of such destruction or damage, upon written notice to Licensor. Licensee's termination rights described in the preceding sentence shall not apply if the damage was caused by Licensee's negligence or willful misconduct. If Licensor elects to repair damage to the Property and all of the Premises will be unusable by Licensee in the ordinary conduct of its business until the damage is repaired, and that damage was not caused by the negligence or willful misconduct of Licensee or its employees, agents, contractors or invitees, Licensee's License Fee shall be abated until the repairs are completed.

16. Condemnation. If all or any portion of the Property shall be taken or condemned for any public purpose, the Agreement shall, at the option of either party, forthwith cease and terminate. Licensee shall have no claim to any part of the condemnation award for Licensee's interest in the Premises or this Agreement but may claim for the loss, if any, of Licensee's Telecom Equipment so long as such claim in no way impairs or diminishes Licensor's claims.

17. Licensee's Insurance.

a. Licensee's Insurance. Licensee shall maintain the following insurance during the Term of this Agreement and shall provide Licensor with proof of such insurance:

i. commercial general liability insurance providing coverage as broad as the current edition of the Insurance Service Office (ISO) Form CG 00 01 including coverage for products/completed operations and contain no exclusions or limitations for contractual liability of insured contracts, providing limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury including death, personal/advertising injury and property damage;

ii. worker's compensation insurance covering all employees, contractors and agents performing Services or Special Services, if any, under this Agreement, in an amount not less than the statutory amounts in the state where the Services or Special Services are performed and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 disease for each employee and in the aggregate. Such policies shall contain a waiver of subrogation clause in favor of Manager and Owner.

iii. if Licensee operates owned, hired or non-owned vehicles on or about the Property, commercial/business automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per accident;

iv. commercial property insurance for Licensee's Telecom Equipment for the full insurance value thereof (i.e. actual replacement cost without deduction for physical depreciation) which shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) or its equivalent with no exclusions for earthquake/earth movement, flood, wind or terrorism; and

v. an umbrella policy of not less than \$5,000,000.00 per occurrence and annual aggregate.

b. General Insurance Requirements.

i. All insurance coverages maintained by Licensee shall be primary insurance as to each Licensor Party. Any insurance or self-insurance maintained by Licensor or any Licensor Party shall be in excess and non-contributory to Licensee's insurance

ii. Licensee shall have the policies required under 17.a.i and iii endorsed to name Licensor, 1229-1231 25th Street, L.L.C, JBG SMITH Properties LP, JBG SMITH Properties, JBGS/OP Management Services, L.L.C., Adame Consulting LLC (Licensor's managing agent) and together with the respective owners, members, partners, affiliates, trustees, officers, directors, shareholders, employees, and agents of each of the foregoing entities, and the holder of any mortgage, deed of trust, or other security interest encumbering the building, and any mortgagee of the Licensor and any master lessor of the premises, their successors and assigns (collectively "Licensor Parties" and individually "Licensor Party") as additional insureds as their interests may appear. Licensee shall have all policies endorsed to provide a waiver of subrogation in favor of Licensor Parties.

iii. All policies required herein shall be issued by reputable insurers that are permitted to do business in the state where the Property is located, and rated in Best's Insurance Guide, or any successor thereto, as having a general policyholder rating of "A-" and a financial rating of at least VIII (it being understood that if such ratings are no longer issued, then such insurer's financial integrity shall conform to the standards that constitute such ratings from Best's Insurance Guide as of the date hereof).

iv. Licensee shall provide thirty (30) days' (ten (10) days for non-payment of premium) notice to Licensor prior to any cancellation or termination of Licensee's policies. Notwithstanding the foregoing, Licensee shall provide Licensor with copies of any notice it receives from its insurers regarding cancellation or reduction in coverage below what is required herein. Licensor shall restore or replace any cancelled or reduced insurance prior to the effective date and provide documentation to Licensor that coverage has been replaced or restored.

v. Prior to Licensee's occupancy and prior to any policies expiration, Licensee shall furnish to Licensor certificates of insurance evidencing the requirements under this Paragraph and copies of endorsements naming Licensor Parties as additional insureds and waivers of subrogation.

vi. Licensee's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force, or available, or required by any provisions of this lease. The limits listed above are considered minimum. Neither approval nor failure to disapprove insurance furnished by the Licensee shall relieve the Licensee from responsibility to provide insurance as required by this License

c. Notwithstanding anything to the contrary, Licensor and Licensee shall each obtain an appropriate clause in, or endorsement on, Licensor's Property Policy or Licensee's Property Policy (as the case may be) pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery. Licensor and Licensee also agree that, having obtained such clauses or endorsements of waiver of subrogation or consent to a waiver of right of recovery, they shall not make any claim against or seek to recover from the Licensor Parties or the Licensee Parties (as the case may be) for any loss (including any deductibles or self-insured retentions) or damage to its property or the property of others resulting from fire or other hazards covered by Licensor's Property Policy or Licensee's Property Policy (as the case may be); provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by and be coextensive with the terms and provisions of the waiver of subrogation clause or endorsements or clauses or endorsements consenting to a waiver of right of recovery

18. Liability.

a. Exculpation. Licensee hereby agrees that Licensor Parties shall not be liable for injury to Licensee's business or any loss of income therefrom or for loss of or damage to Licensee's Telecom Equipment or other property of Licensee, Licensee's employees, agents, contractors or invitees, or any other person in or about the Property, nor shall Licensor or Licensor Parties be liable for injury to the person of Licensee, Licensee's employees, agents, contractors or invitees, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, theft, criminal activity at the Property, negligent security measures, bombings or bomb scares, fire, steam, electricity, gas, water or rain, flooding, breakage of pipes, sprinklers, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Property, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Property, except sole as caused by the negligence or willful misconduct of Licensor Parties. Licensor and Licensor Parties shall not be liable for any damages arising from any act or neglect of any employees, agents, contractors or invitees of any other tenant, occupant or user of the Property, nor from the failure of Licensor to enforce the provisions of the lease of any other tenant of the Property. Licensee, as a material part of the consideration to Licensor hereunder, hereby assumes all risk of damage to Licensee's Telecom Equipment and other property or business or injury to persons, in, upon or about the Property arising from any cause, except Licensor's sole negligence or willful misconduct. Even if Licensee is damaged due to Licensor's or Licensor Parties' sole negligence, notwithstanding anything to the contrary contained herein, Licensor shall not be liable to Licensee for lost profits or other consequential damages.

b. Indemnity by Licensee. Except for Licensor's sole negligence or willful misconduct, Licensee will indemnify, defend and save harmless Licensor and Licensor Parties from and against any and all claims, loss, damage, liability, and expenses (including without limitation reasonable attorneys' fees and disbursements and investigative, remedial, settlement, compliance and response costs in connection with any environmental matters), occasioned by Licensee's use of the Premises or Licensee's breach of any representation or warranty contained in this Agreement or any claims relating to attributable to bodily injury, sickness, disease, death (including claims to Contractor's employees) or damage to or the destruction of property (including loss of use thereof) caused by, arising out of, resulting from or occurring in connection with the performance of any work, any act or omission by, any machinery, tools or equipment used by or belonging to Licensee, Licensee's officers, employees, contractors or any other person managed or supervised or associated with Licensee or any allegation of negligence or willful misconduct by Licensee, its agents, officers, employees or contractors, unless caused by the sole negligence or willful misconduct of such Licensor Party. Licensee's obligation to indemnify shall not be limited by the provisions of Worker's Compensation or any similar act, and is enforceable to the fullest extent permitted by law and if any portion of this indemnity obligation is deemed void or unenforceable, only that portion that is deemed unenforceable or void will be stricken and the remainder of the contract terms and the remainder of the obligations set forth in this paragraph remain valid and in full force and affect. Licensee's obligations under this paragraph shall survive the termination of this Agreement.

c. Incidental and Consequential Damages. Notwithstanding any other provision of this Agreement, Licensor shall not be liable for and shall be indemnified and held harmless by Licensee from incidental, indirect, or consequential damages, including but not limited to, loss of profits or

revenue, costs or damages resulting from Licensee's commitments to subscribers, customers, employees, contractors or subcontractors from rental, lease or other agreements or arrangements or from communications services contracts.

19. Limitation of Licensors's Personal Liability. (a) Licensee acknowledges that, upon written notice to Licensee, Licensors shall have the right to transfer all or any portion of its interest in the Property and to assign this Agreement to the transferee, subject to the transferee assuming all of Licensors's obligations herein, including but not limited to, those set forth in Paragraph 9.c above. Licensee agrees that in the event of such a Transfer, Licensors shall automatically be released from all liability under this Agreement arising after the date of the Transfer, and Licensee hereby agrees to look solely to Licensors's transferee for the performance of Licensors's obligations hereunder after the date of the Transfer. (b) Subject to the rights of any lender holding a mortgage or deed of trust encumbering all or part of the Property, Licensee agrees to look solely to Licensors's interest in the Property [and/or proceeds from the sale thereof and/or rents or profits therefrom and/or insurance] for the collection of any judgment requiring the payment of money by Licensors arising out of Licensors's failure to perform its obligations under this Agreement or the negligence or willful misconduct of Licensors, its partners, employees and agents. No other property or assets of Licensors shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment or writ obtained by Licensee against Licensors. No partner, officer, employee or agent of Licensors shall be personally liable for the performance of Licensors's obligations hereunder or be named as a party in any lawsuit arising out of or related to, directly or indirectly, this Agreement and the obligations of Licensors hereunder. The obligations under this Agreement do not constitute personal obligations of the individual partners or members of Licensors, if any, and Licensee shall not seek recourse against the individual partners or members of Licensors or their assets.

20. Notice. Any notice, communication, request or reply in this Agreement required to be given, must be in writing and shall be effectively given if deposited in the United States mail, postage prepaid, certified or registered and addressed to the Party to be notified, or sent by a nationally recognized, reliable overnight courier, or delivered in person to such Party. Any notice mailed shall be effective from and after the expiration of three (3) days after it is deposited in a depository of the United States Postal Service. For purposes of notice the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Licensors, to: 1229-1231 25th Street, L.L.C.
c/o JBG SMITH Properties
4747 Bethesda Avenue, Suite 200
Bethesda, MD 20814
Attn: Legal – Commercial Leasing

1229-1231 25th Street, L.L.C.
c/o JBG SMITH Properties
4747 Bethesda Avenue, Suite 200
Bethesda, MD 20814
Attn: Residential Asset Management

Site Number/Name: WestEnd25

With a copy to: Adame Consulting, LLC
3310 Live Oak Street, Ste. 201
Dallas, Texas 75204
Attn: Contracts Administrator
Ph: (214) 587-5444
Fax: (972) 584-0329

If to Licensee, to: Starry, Inc.
38 Chauncey Street, 2nd Floor
Boston, MA 02111
Attn: General Counsel
Ph: (617) 861-8300

The parties may from time to time change their respective notice address by giving prior written notice in accordance with the terms above.

21. Liens. Licensee shall keep the Property and Premises free from any mechanic's, materialmen's or similar liens in connection with any work on or respecting the Premises not performed by or at the request of Licensor, and shall indemnify and hold Licensor harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fees) arising out of the same or in connection therewith. Licensee will remove any such lien within ten (10) days after written notice by Licensor, and if Licensee fails to do so Licensor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and the amount so paid will be deemed an additional charge to be paid by Licensee hereunder upon demand. If Licensee shall, in good faith, contest the validity of any such lien, Licensee shall furnish to Licensor a surety bond satisfactory to Licensor in an amount equal to not less than one and one half times the amount of such contested lien claim indemnifying Licensor against liability arising out of such lien or claim. Such bond shall be sufficient in form and amount to free the Property from the effect of such lien. Licensor shall keep the Premises free from any mechanic's, materialmen's or similar liens in connection with any work on or respecting the Premises, and will remove any such lien within ten (10) days after written notice from Licensee.

22. Subordination, Attornment and Mortgagee Protection. This Agreement is subject and subordinate to all Mortgages (as defined below) now placed upon the Property, and to the provisions of any reciprocal easement, operating agreement, declaration, restrictive covenant, and all other encumbrances and matters of public record applicable to the Property. However, any Holder (as defined below) may elect to make this Agreement prior to the lien of its Mortgage, by written notice to Licensee. Licensee shall execute such documentation as Licensor or any Holder may reasonably request from time to time, in order to confirm the matters set forth in this Paragraph. If any foreclosure proceedings are initiated by any Holder or deed in lieu is granted or any ground lease is terminated, Licensee agrees, upon written request of any such Holder or any purchaser at foreclosure sale, to attorn to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment (provided such Holder or purchaser shall agree to accept this Agreement and not disturb Licensee's occupancy, so long as Licensee is not in default hereunder). In the event of attornment, no Holder shall be: (i) liable for any act or omission of Licensor, or subject to any offset or defense which Licensee might have against Licensor (prior to such Holder becoming

Licensor), or (ii) bound by any future modification of this Agreement not consented to by such Holder. "**Mortgage**" means all mortgages, deeds of trust, ground leases and other such encumbrances placed upon the Property or any part thereof, and all renewals, modifications, consolidations, replacement or extensions thereof, and all indebtedness secured thereby and all interest therein. "**Holder**" means the holder of any Mortgage at the time in question, and where such Mortgage is a ground Licensor, such term shall refer to the ground Licensor.

23. Estoppel Certificate. Licensee shall from time to time, within fifteen (15) days after the request of Licensor, deliver to Licensor, or Licensor's designee, an estoppel certificate stating: (i) that the Agreement is in full force and effect (or stating all modifications, written or oral) (ii) the date to which License Fee has been paid; (iii) the Commencement Date and Term of the Agreement; (iv) that, to Licensee's actual knowledge, there are no current defaults by Licensor or Licensee under the Agreement (or specifying the defaults); and (v) such other matters pertaining to the Agreement as may be reasonably requested by Licensor or any mortgagee, beneficiary, purchaser or prospective purchaser of the building or any interest therein. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Property. Licensor shall, from time to time, endeavor to provide to Licensee an estoppel certificate stating (i) that the Agreement is in full force and effect (or stating all modifications, written or oral); (ii) the date to which License Fee has been paid; (iii) the Commencement Date and Term of the Agreement; and (iv) that, to Licensor's actual knowledge, there are no current defaults by Licensor or Licensee under the Agreement (or specifying the defaults).

24. Redevelopment and Renewal.

Notwithstanding anything contrary to other provisions contained within this Agreement, should the Licensor propose to redevelop the building Premises and/or subject real property and such decision result in Licensor's determination that it is impractical for Licensee to maintain their Telecom Equipment on the Premises then Licensor shall have the option to terminate this Agreement. Notice of Licensor's exercise of its option to terminate shall be given to Licensee in writing by certified mail not less than four (4) months prior to the intended termination date.

Upon receipt of the notice of termination, Licensee shall have the option to terminate this Agreement at any time thereafter without penalty. Notice of the Licensee's exercise of its right of termination shall be given to Licensor in writing by certified mail, return receipt requested, or a nationally recognized overnight carrier and shall be effective upon the receipt of such notice. All rentals paid through the date of termination, or accrued as of the date of termination, shall be retained by the Licensor.

Upon the date of termination by either Party, this License shall conclude and the Parties shall have no further obligation, including the payment of future license fees, to each other. Upon the date of termination, Licensee agrees to refrain from the use of its equipment on the Building Premises and to remove said equipment.

25. Miscellaneous.

a. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, as finally determined by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

b. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

c. Entire Agreement and Amendment. This Agreement and the Exhibits attached hereto constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both Parties.

d. Binding Effect, Gender and Captions. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee, its successors, and, to the extent assignment may be approved by Licensor or permitted hereunder, Licensee's assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision.

e. Governing Law. All of the terms of this Agreement shall be construed according to the laws of the State in which, the Property is located.

f. Environmental. Licensee shall not cause or permit any hazardous substance, hazardous waste or toxic substance, as said terms are defined in any Federal, State or local laws or regulations (collectively "**Hazardous Substances**"), to be brought, kept or used in or about the Property by Licensee, its agents, employees, contractors or invitees. Notwithstanding the foregoing, provided that they are used and stored in accordance with all applicable laws, and subject to the obligations of Licensee described in the next sentence, Licensee shall have the right to use small quantities of common materials customarily used in telecommunications operations (e.g., touch-up paint and cleaning solutions) to clean Licensee's Telecom Equipment and to keep lead acid back-up batteries and/or small quantities of petroleum at the Premises for the operation of Licensee's Telecom Equipment during electrical outages. Licensee hereby agrees to indemnify, defend and hold harmless Licensor from and against any claims, judgments, damages, penalties, fines, costs, liabilities, losses or expenses (including, but not limited to, attorneys' fees) which arise during or after the Term of this Agreement as a result of the existence of Hazardous Substances brought to the Property by Licensee or its agents, employees, contractors or invitees. Licensor represents and warrants to the best of Licensor's actual knowledge that (i) neither Licensor nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substances on,

under, about or within the Premises in violation of any law or regulation which has not been remediated as required by applicable law, and (2) that Licensor will not knowingly permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. For purposes of the previous sentence, the actual knowledge of Licensor shall mean the actual knowledge of Licensor, without any duty of investigation, of any use, generation, storage or disposal of Hazardous Substances in violation of any law or regulation. The provisions of this Paragraph shall survive the termination of the Agreement.

i. Asbestos Containing Materials. As is typical of buildings of comparable age, the Property may contain Asbestos Containing Materials ("ACM"). Licensee may review the Operations and Maintenance Plan ("O&M Plan") for the Property with respect to ACM. Licensee shall give the Licensor prior written notice before doing any work in the Premises which might disturb ACM. Licensee shall not, nor shall Licensee permit others to, commence or conduct any activities (including but not limited to alterations, installations, changes, replacements, repairs, additions, improvements, renovations or redecorating) in any manner which will disturb ACM except as hereinafter provided. Licensee shall coordinate all such activities with Licensor pursuant to this Agreement. All such activities to be performed by or for Licensee shall be done by a licensed contractor using licensed individuals, all of whom shall be qualified to perform such work, and all such work shall be in compliance with all federal, state and local laws and regulations and the O&M Plan. Prior to commencing any work which may disturb ACM, Licensee shall notify all of its employees, agents, contractors, guests, invitees, and visitors of such work. Licensee shall notify all such persons and entities of the Licensee's obligations hereunder. Licensee hereby agrees to indemnify and hold harmless Licensor, its agents and their respective employees and contractors and other Licensees in the Property, their employees, agents, contractors, guests, invitees and visitors from and against all claims for damage or loss arising out of any work by Licensee, its employees, contractors, and/or agents which disturbs or involves ACM in the Demised Premises. Notwithstanding anything to the contrary herein, if any work required to install the Telecom Equipment would require an asbestos abatement project that is reasonably anticipated to cost in excess of \$5,000.00 then, Licensee may give notice that it is terminating this Agreement, effective thirty (30) days from Licensor's receipt of written notice from Licensee. If this Agreement is terminated as provided in the previous sentence, after the termination date, Licensee and Licensor shall have no further liability or obligations to each other under this Agreement except for liabilities and obligations which by the express terms of this Agreement survive the termination of this Agreement.

g. Broker's Fee. Licensee and Licensor each represent and warrant to the other that neither has had any dealings or entered into any agreements with any person, entity, broker or finder in connection with the negotiation of this Agreement, and no other broker, person, or entity is entitled to any commission or finder's fee in connection with the negotiation of this Agreement, and Licensee and Licensor each agree to indemnify, defend and hold the other harmless from and against any claims, damages, costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings, actions or agreements of the indemnifying party.

h. Security Measures. Licensee hereby acknowledges that Licensor shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Property, and Licensor shall have no liability to Licensee due to its failure to provide such services. Licensee assumes all responsibility for the protection of Licensee, its agents, employees,

Site Number/Name: WestEnd25

contractors and invitees and the property of Licensee and of Licensee's agents, employees, contractors and invitees from acts of third parties. Nothing herein contained shall prevent Licensor, at Licensor's sole option and at Licensee's sole cost, from implementing security measures for the Property or any part thereof, in which event Licensee shall participate in such security measures, and Licensor shall have no liability to Licensee and its agents, employees, contractors and invitees arising out of Licensor's negligent provision of security measures except in the case of Licensor's sole negligence or willful misconduct. Licensor shall have the right, but not the obligation, to require all persons entering or leaving the Property to identify themselves to a security guard and to reasonably establish that such person should be permitted access to the Property.

i. Manager. Licensor may from time to time, appoint a communications site manager ("**Manager**") at the Property for purposes of managing the Property and/or improvements, inclusive of the Premises, with respect to the operations of Licensee and other Licensees or licensees conducting communications services from the Building. Manager shall act as Licensor's agent with respect to various aspects of this Agreement which Licensor shall specify from time to time.

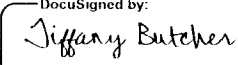
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Site Number/Name: WestEnd25

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date aforesaid.

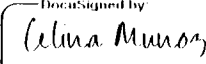
LICENSOR:

1229-1231 25th STREET, L.L.C.

By: 
Name: Tiffany Butcher
Title: Authorized Signatory
Date: 3/4/2021

LICENSEE:

STARRY, INC., a Delaware corporation

By: 
Name: Celina Munoz
Title: Vice President
Date: 3/4/2021

Site Number/Name: WestEnd25

List of Exhibits:

1. Description of the Property and Premises
2. Preliminary Plans and Specifications
3. Final Plans
4. Licensee's Telecom Equipment Data Sheet
5. Site Access Procedures

EXHIBIT 1

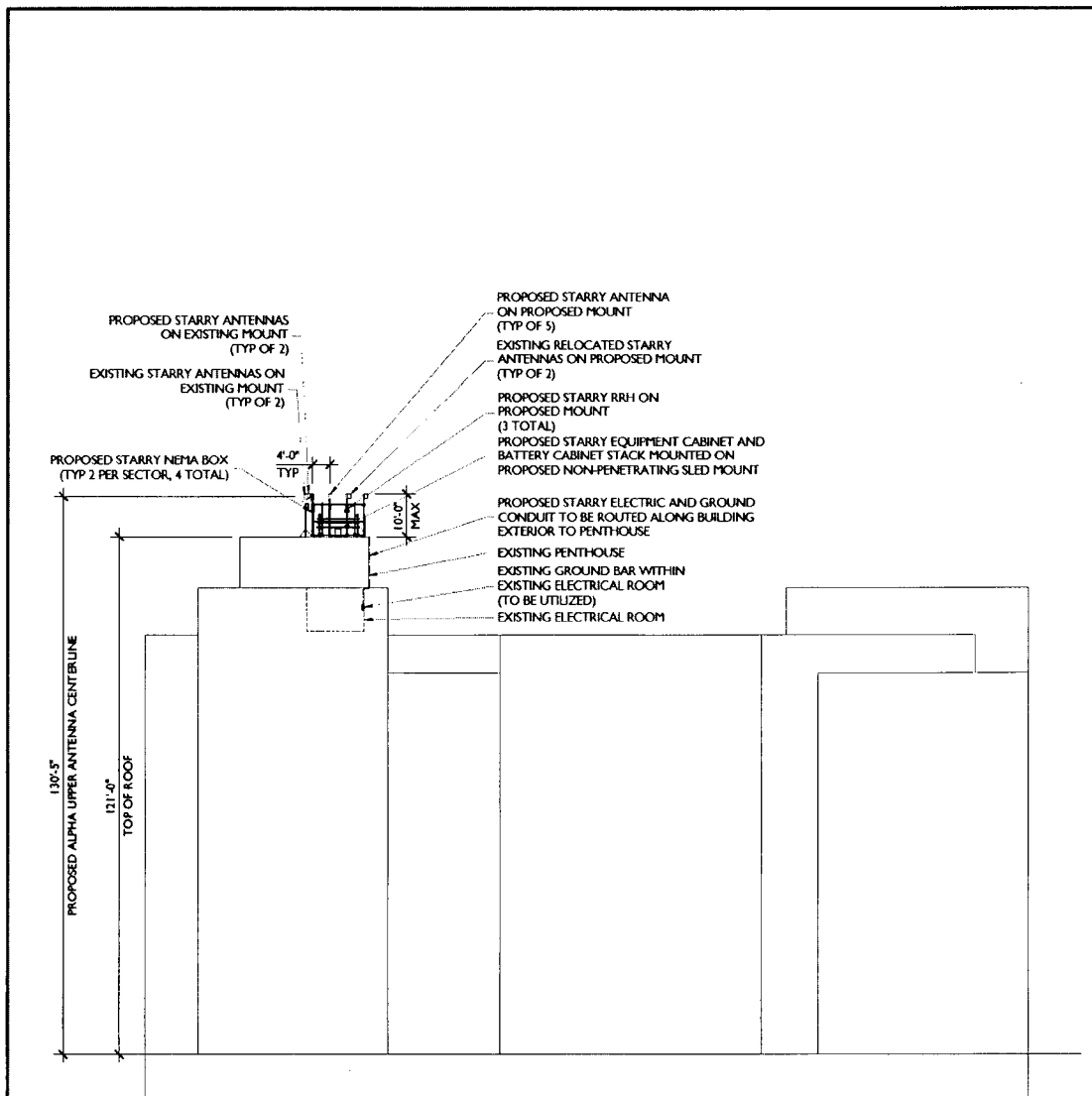
DESCRIPTION OF THE PROPERTY AND PREMISES

WestEnd25

1255 25th Street NW, Washington, DC 20037



3/2/2021



ELEVATION (FROM 25TH ST LOOKING EAST)
SCALE: 1/64" = 1'-0"

1
LE2

		TITLE: ELEVATION	SITE NO: DCWAS0138	REV	DATE	DRAWN BY
		CLIENT: STARRY	BUILDING ADDRESS: 1255 25TH ST NW WASHINGTON, DC 20037	A	12/18/20	CFM
		DESIGN: CFM	CHECK: JCM			
				LE2		

EXHIBIT 3

FINAL PLANS

To be inserted upon completion



3/2/2021

EXHIBIT 4

LICENSEE'S TELECOM EQUIPMENT DATA SHEET

- (1) Eltek Equipment Cabinet measuring 28" H x 27" W x 15" D, mounted on sled frame
- (1) DDB battery cabinet measuring 16" H x 25" W x 25" D, mounted on sled frame
- (3) Starry Titan Radios
- (1) Starry Helios Midfield Radio
- (1) Ignitenet MetroLinq™ 2.5G 60 Beamforming Sector
- (3) Ubiquiti Rocket Prism, 5 GHz airMAX® ac Radio BaseStation with airPrism®/Model: RP-5AC-Gen2
- (1) Siklu EH-2500FX
- (2) Siklu EH-8010FX

EXHIBIT 5

Site Access Procedures

ROOFTOP & RISER ACCESS PROCEDURES

In the matter of safety and security for the building staff, tenants, and vendors all authorized Licensee's and Site Users of the rooftop, risers, and equipment rooms must follow the access procedures as outlined below:

1. All access requires 24 hours prior notice by calling the number below and providing the following information:

877-366-9493

- a. Name(s) of authorized personnel requiring access
- b. Contact phone number
- c. Date & Time Frame of Access
- d. Name of Site Location
- e. Reason for Access: Routine Maintenance or Authorized Installation/Removal*

**** Access for Authorized Installations or Equipment Removal must at all times obtain prior written consent and approval from the building owner and Adame Consulting.***

2. Upon arrival, the authorized person must present photo ID(s) to Building staff or security personnel on duty.
3. A current *Certificate of Insurance* ("COI") for the authorized personnel (including authorized sub-contractors) must be on file with the building owner and Adame Consulting prior to access.
4. All personnel must sign any building provided access log noting the date and time upon check in and check out.
5. IN THE EVENT OF AN EMERGENCY, access will be granted as soon as reasonably possible.
6. **FAILURE TO MEET ANY OF THE PROCEDURES OUTLINED ABOVE WILL RESULT IN IMMEDIATE DENIAL OF ACCESS AND POTENTIAL VIOLATION OF THE LICENSE AGREEMENT RESULTING IN AN EVENT OF DEFAULT.**

You may also Fax or Email your access request at
(972) 584-0329 eFax
siteaccess@adameconsulting.com

Tenant Information

Starry Inc.
Joanne Baez
38 Chauncy St.
2nd Floor
Boston, MA 02111

Date 04/26/2023
Lease Id 904-01
Property 29014-1229-1231 25th StLLC
Location 1255 25th Street NW, WashDC
Assigned Space 1
Lease Area 0.00
Lease Term From 04/01/2021 To 03/31/2024
Status Current

Unpaid Charge Details

Invoice Date	Post Month	Control No.	Description	Charges	Payments	Amount Owed
01/01/2023	01/2023	C-6499	Antenna Rent (01/2023)	1,184.50	0.00	1,184.50
01/01/2023	01/2023	C-6500	Monthly Utility Fee (01/2023)	50.00	0.00	50.00
02/01/2023	02/2023	C-6661	Antenna Rent (02/2023)	1,184.50	0.00	1,184.50
02/01/2023	02/2023	C-6662	Monthly Utility Fee (02/2023)	50.00	0.00	50.00
03/01/2023	03/2023	C-6816	Antenna Rent (03/2023)	1,184.50	0.00	1,184.50
03/01/2023	03/2023	C-6817	Monthly Utility Fee (03/2023)	50.00	0.00	50.00
04/01/2023	04/2023	C-7003	Antenna Rent (04/2023)	1,220.04	0.00	1,220.04
04/01/2023	04/2023	C-7004	Monthly Utility Fee (04/2023)	50.00	0.00	50.00
04/25/2023	04/2023	C-7208	January 2023 Late Fee	148.14	0.00	148.14
04/25/2023	04/2023	C-7209	12% Interest Per Annum	12.35	0.00	12.35
04/25/2023	04/2023	C-7210	February 2023 Late Fee	148.14	0.00	148.14
04/25/2023	04/2023	C-7211	12% Interest Per Annum-Feb	12.35	0.00	12.35
04/25/2023	04/2023	C-7212	March 2023 Late Fee	148.14	0.00	148.14
04/25/2023	04/2023	C-7213	12% Interest Per Annum-Mar	12.35	0.00	12.35
04/25/2023	04/2023	C-7214	April 2023 Late Fee	148.14	0.00	148.14
04/25/2023	04/2023	C-7215	12% Interest Per Annum-Apr	12.35	0.00	12.35
Total				5,615.50	0.00	5,615.50

UNPAID
Charge
Detail