

Fill in this information to identify the case:

Debtor Starry, Inc.

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

Case number 23-10220

Official Form 410
Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?** Arlingate Equities, LLC
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Arlingate Equities, LLC</u> <u>Maxwell Sturman</u> <u>55 Fifth Ave</u> <u>New York, NY 10003, United States</u>	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
Contact phone <u>2122066037</u>	Contact phone _____
Contact email <u>nstavros@timeequities.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) See summary page Filed on 4/22/2023
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



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

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

7. How much is the claim? \$ 21421.40. 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.
Lessor of commercial space

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

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 1,435.21

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
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> 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 08/31/2023
MM / DD / YYYY

/s/Nicholas A Stavros
Signature

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

Name Nicholas A Stavros
First name Middle name Last name

Title Asset Manager

Company Time Equities Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

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

Debtor: 23-10220 - Starry, Inc.		
District: District of Delaware		
Creditor: Arlingate Equities, LLC Maxwell Sturman 55 Fifth Ave New York, NY, 10003 United States Phone: 2122066037 Phone 2: Fax: Email: nstavros@timeequities.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: Yes - Case No: 23-10219, 4/22/2023 Acquired Claim: No	
Basis of Claim: Lessor of commercial space	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 21421.40	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 1,435.21 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Nicholas A Stavros on 31-Aug-2023 2:00:18 p.m. Eastern Time Title: Asset Manager Company: Time Equities Inc.		

ARLINGATE PLAZA
1717-4189 Arlingate Lane
Columbus, Ohio 43228

LEASE AGREEMENT

LESSOR: **Arlingate Equities LLC**
 c/o Time Equities, Inc.
 55 Fifth Avenue
 New York, NY 10003

LESSEE: **Starry, Inc.**
 38 Chauncy Street
 Boston, MA 02111
 Attn: Chris Davies

DATED: **October 29, 2020**

LEASE AGREEMENT

This Lease Agreement (the "**Lease**") is made and entered into this 29 day of October, 2020, at Columbus, Ohio, by and between **Arlingate Equities LLC**, a Delaware limited liability company, having an address at C/O Time Equities, Inc., 55 Fifth Avenue, 15th Floor, New York, New York, 10003 (hereinafter referred to as "**Lessor**") and **Starry, Inc.**, a Delaware corporation, having an address at 38 Chauncy Street, Boston, MA 02111 (hereinafter referred to as "**Lessee**").

ARTICLE I - BASIC LEASE PROVISIONS

1.01 Definitions. Throughout this Lease Agreement, the following definitions shall apply:

- A. "**Building**": The term "**Building**" shall mean a certain structure including appurtenances and fixtures attached thereto located in the Arlingate Plaza, a project (the "**Project**"), situated on a + 10.910-acre tract located at Arlingate Plaza, 4163-4171 Arlingate Plaza, Columbus, Franklin County, State of Ohio 43228 and the "**Common Areas**".
- B. "**Premises**": The term "**Premises**": shall mean that portion of the Building leased to the Lessee and more specifically described as **Suites 4163 and 4171** containing approximately **11,984** rentable square feet. Said Premises are more specifically described in **Exhibit "A"**, attached hereto and incorporated by reference as though fully rewritten herein.
- C. "**Common Areas**": The term "**Common Areas**" shall include, but not be limited to, the entrances, steps, stairways, sidewalks, parking areas, landscaping, exits, roadways, loading docks, drive-in docks and other areas as may be designated, from time to time by Lessor. Lessee shall have a non-exclusive right in common with other Lessees or occupants of the surrounding premises to use such Common Areas. Lessor reserves the absolute right to change, alter, decrease or modify any Common Area without the consent of Lessee, so long as such changes or modifications do substantially interfere with Lessee's. Lessee shall use the Common Areas in accordance with such reasonable rules and regulations as may, from time to time be made by Lessor for the general safety, comfort and convenience of Lessor, occupants and lessees. Lessee shall cause its customers, employees and invitees to abide by such rules and regulations.
- D. "**Rent**": Any amounts of money to be paid by Lessee to Lessor pursuant to the provisions of this Lease, whether or not such payments are denominated "**Rent**" or "**Additional Rent**" (hereinafter defined) and whether or not they are to be periodic or recurring, shall be deemed "**Rent**" or "**Additional Rent**" (hereinafter defined) for purposes of this Lease; and any failure to pay any of the same as provided in Section 8.01 of this Lease shall entitle Lessor to exercise all of its rights and remedies afforded hereby by law for the collection and enforcement of Lessee's obligation to pay rent.

1.02 Other Information

- A. **Total Gross Area in the Project:** 116,297 square feet.
- B. **Gross Area in the Premises:** 11,984 rentable square feet.
- C. **Lessee's Pro Rata Share in relation to that of the Project:** 10.30465%.
- D. **Term:** Five (5) Lease Years (as hereinafter defined), as the same may be extended pursuant to the terms of this Lease. The term "**Lease Year**" means each successive period of twelve (12) calendar months occurring after the Commencement Date; provided, however, that the first Lease Year shall commence on the Commencement Date and shall conclude on the last day of the month following the one-year anniversary of the Commencement Date.
- E. **Expiration Date:** Five (5) Lease Years after the Commencement Date.
- F. **Commencement Date:** The Commencement Date of the Lease shall be upon Delivery (as hereinafter defined) of the Premises to Lessee. Written notice from the Lessor to the Lessee that Lessor's Work is Substantially Completed (as hereinafter defined) and the Premises are available for occupancy on a specific date shall constitute delivery of possession of the Premises to the Lessee ("**Delivery**"). For purposes of this Lease, the words "**Substantial Completion**", "**Substantially Complete**", or the like shall mean shall mean (x) the date Lessor's Work is complete, excepting only minor Punch List (as defined below) items that can be completed by Lessor within thirty (30) days and which do not interfere with Lessee's ability immediately to occupy the Premises, and (ii) a certificate of occupancy for the Premises has been issued by the applicable municipal authority. Upon completion of Lessor's Work, Lessor and Lessee shall coordinate a walk-through of the Premises and Lessee shall indicate any deficiencies then apparent ("**Punch List**"). Lessor shall promptly commence and diligently prosecute until completed the items set forth in the Punch List. Lessor shall use commercially reasonable efforts to cause the Commencement Date to occur by January 1, 2021 (the "**Target Commencement Date**"). If Lessor's Work is not Substantially Complete by the date that is one hundred fifty (150) days following the Target Commencement Date (the "**Outside Completion Date**"), then unless such delay is caused by Lessee, Lessee may terminate this Lease by written notice given to Lessor within ten (10) after the Outside Completion Date, whereupon all deposits paid by Lessee shall be promptly refunded and this Lease shall be null and void without recourse to either party.
- G. **Rent Commencement Date:** The Rent Commencement Date shall be the Commencement Date.
- H. **Rent Schedule:**

Lease Year:	Annual Base Rent:	Monthly Base Rent:
Initial Term:		
1	\$95,872.00	\$7,989.33
2	\$98,868.00	\$8,239.00
3	\$101,864.00	\$8,488.67
4	\$104,860.00	\$8,738.33
5	\$107,856.00	\$8,988.00

- I. **Security Deposit:** The Lessee shall be required to pay a cash security deposit in the amount of one (1) month's gross rent. The cash Security Deposit shall equal to \$10,995.32 which is due upon execution of the Lease by Lessee. In addition to the cash Security Deposit, the Lessee shall be required to provide a letter of credit for five (5) month's gross rent in the amount of \$54,976.60, to be released pursuant to the terms of Section 5.09 herein.
- J. **Guarantor:** N/A.
- K. **Lessor's Broker:** Cushman & Wakefield.
- L. **Lessee's Broker:** T3 Advisors and JLL.
- M. **Addresses for Notices:**

Lessor:

Arlingate Equities LLC
c/o Time Equities, Inc.
55 Fifth Avenue
New York, NY 10003
Attn: Ethan Coleman
Tel: 212-206-6168
Email: ecoleman@timeequities.com

with a copy to:

Maxwell Sturman, Esq.
c/o Time Equities, Inc.
55 Fifth Avenue
New York, NY 10003
Tel: 212-206-6154
Email: msturman@timeequities.com

Lessee:

Starry, Inc.
38 Chauncy Street
Boston, MA 02111
Attn: Chris Davies

Address for Rental Payments:

US Bank
Lockbox 953557
830 N 11th Street
St. Louis, MO 63101
Account # 152307775527, Wire/ACH ABA: 081000210

ARTICLE II - GRANT OF LEASEHOLD INTEREST

2.01 Term. Lessor, in consideration of the rents and covenants set forth herein, does hereby lease, let and demise to Lessee, and Lessee does hereby hire, take and lease from Lessor, on the terms and conditions set forth herein the Premises in the Building, together with the exclusive right to use the loading dock serving the warehouse portion of the Premises, to have and to hold for the Term of this Lease beginning on the Commencement Date and ending on the Expiration Date.

2.02 Early Occupancy. Lessor agrees to permit Lessee access to the Premises thirty (30) days prior to lease commencement for non-business purposes (wiring, furniture, etc.), as long as Lessee's and/or its contractors do not materially interfere with Lessor's ability to deliver the Premises by Lease commencement. Such entry shall otherwise be in compliance with all the terms and conditions of this Lease except that Lessee shall not be required to pay any Base Rent or any Additional Rent during such period. In the event Lessee takes possession of the Premises for the conduct of its business prior to the Commencement Date, then the terms and conditions of this Lease shall be in full force and effect as of such date.

2.03 Lessee's Acceptance of the Premises. Upon delivery of possession of the Premises to Lessee as herein provided, Lessee shall give Lessor a letter signed by a representative of Lessee acknowledging: (i) the original or revised Commencement Date and Expiration Date of this Lease; and (ii) that Lessee has accepted the Premises for occupancy and that the condition of the Premises, including the Lessee finish improvement constructed thereon, was at the time satisfactory and in conformity with the provisions of this Lease in all respects. Lessee's letter shall become a part of this Lease. If Lessee takes possession of and occupies the Premises, Lessee shall be deemed to have accepted the Premises in the manner described in this Section 2.04, even though the letter provided for herein has not been given to Lessor.

ARTICLE III - RENT AND OPERATING EXPENSES

3.01 Annual Base Rent. Lessee shall pay to Lessor the Annual Base Rent in consecutive monthly installments of Base Rent, in advance, on the first business day of each and every calendar month during said term. All sums required to be paid hereunder including Annual Base Rent and Additional Rent (hereinafter defined) shall be due and payable on the first business day of each and every month, without notice, demand and without abatement, deduction or offset (except as otherwise expressly set forth in this Lease), and in the event such sums are not paid by the fifth business day of the month for which same is due, Lessee shall pay to Lessor a late payment charge of 5% of the unpaid amount.

3.02 Additional Rent. It is the intention of the Lessor and the Lessee that the Annual Base Rent herein specified shall be net to the Lessor in each year during the term of this Lease, that Lessee shall pay its Pro Rata Share (as defined in Paragraph 1.02-C hereof) of all actual costs, expenses, and obligations of every kind relating to the maintenance and operation of the Building of which the Premises are a part and the Common Areas (collectively, "**CAM Costs**") which are incurred by the Lessor on a cash basis (without mark-up) and which may arise or become due during the term of this Lease, and that the Lessor shall be indemnified by the Lessee against all such costs, expenses, and obligations, which shall include, but not be limited to:

1. Maintenance expenses;
2. Real estate taxes (and assessments, if any, provided that any special assessments shall be limited to the amount of the installment (plus any interest thereon) of such special tax or special assessment (which shall be payable over the longest period permitted by law) required to be paid during the fiscal year in respect of which such taxes are being determined);
3. Insurance premiums;
4. Utility charges including water and sewer charges
5. Snow removal;
6. Landscaping;
7. Property management fees; and
8. Water and sewer charges

All of the above shall be denominated as Additional Rent ("**Additional Rent**"), and shall be paid to the Lessor without notice or demand and without abatement, deduction, or setoff (except as otherwise expressly set forth in this Lease). The Additional Rent defined in Article 3.02 shall not include utilities consumed or used within the Premises, Lessee's cost of janitorial services for the Premises, or Lessee's cost of trash removal from the Premises.)

CAM Charges shall not include: (1) payments of debt service and any other mortgage charges, brokerage commissions and legal fees and all related expenses incurred by Lessor in connection with the leasing at the Building, (2) costs of special services rendered to tenants (including Lessee) for which a separate charge is made, (3) salaries of executives and owners not directly employed in the management or operation of the Building, (4) the general overhead and administrative expenses of the home office or regional office of Lessor, (5) costs of capital improvements (except 6. hereinabove), (6) costs of correcting defects in design and/or construction of the Building, costs in complying with any laws enacted prior to the date of this Lease, or costs in constructing any additional buildings or improvements, (7) depreciation, (8) costs of design, plans, permits, licenses, inspection, utilities, construction and clean-up of tenant improvements to the Premises or the premises of other tenants or other occupants, (9) the amount of any allowances or credits paid to or granted to tenants or other occupants of any such design or construction, (10) any cost or expenditure (or portion thereof) for which Lessor is reimbursed, whether by insurance proceeds or otherwise, (11) any increase in the cost of Lessor's insurance caused by a specific use of another tenant or by Lessor, (12) attorneys' fees, costs, disbursements, and other expenses incurred in connection with the disputes with existing tenants, (13) rent for space which is not actually used by Lessor in connection with the management and operation of the Building, (14) all costs or expenses (including fines, penalties and legal fees) incurred due to the violation by Lessor, its

employees, agents, contractors or assigns of the terms and conditions of the Lease, or any valid, applicable building code, governmental rule, regulation or law, (15) any amount paid by Lessor or Lessor's managing agent to a subsidiary or affiliate of Lessor or Lessor's managing agent, or to any party as a result of a non-competitive selection process, for management or other services to the Building, or for supplies or other materials, to the extent the cost of such services, supplies, or materials exceed the cost that would have been paid had the services, supplies or materials been provided by parties unaffiliated with the Lessor or Lessor's managing agent on a competitive basis and are consistent with those incurred by similar buildings in the same metropolitan area in which the Building is located, (16) contingency or replacement reserves, and (17) costs incurred in detoxification or other cleanup of the Property required as the result of hazardous substances therein or thereon.

3.03 Calculation and Payment of Additional Rent. Thirty (30) days prior to the beginning of each calendar year during the term of this Lease, Lessor shall prepare for the next ensuing calendar year an estimate of the annual costs and expenses of operating and maintaining the Common Areas and the Building of which the Premises are a part, real estate taxes, and assessments, if any, insurance premiums, utility charges and all other such reasonable items of a like or similar nature attributed to the Project (the "**Budget**"). Lessee shall and does hereby agree to pay to Lessor as Additional Rent Lessee's Pro Rata Share (as defined in paragraph 1.02 C hereof) of such Budget on a monthly basis payable one twelfth (1/12th) each month in advance at the same time as the Base Rent is due and subject to the late payment terms described in Section 3.01. In the event that the Commencement Date of this Lease is other than January 1 of any calendar year, then the Lessee shall pay its Pro Rata Share of the Budget for the portion of the calendar year in which this Lease commences.

Lessor shall within sixty (60) days following the end of each calendar year of this Lease, provide Lessee with a statement showing, in reasonable detail, the actual costs and expenses incurred and the calculation of the Additional Rent pertaining to the preceding calendar year. In the event said statement reveals an overpayment by Lessee of its Pro Rata Share, Lessor shall credit Lessee with an amount which represents Lessee's overpayment to Lessee's obligation for the payment of rental for the next ensuing calendar month. If the Lease is terminated, such overpayment shall be refunded to Lessee within thirty (30) days of said statement. In the event such statements show an underpayment by Lessee of its Pro Rata Share, Lessee shall pay to Lessor an amount equal to Lessee's underpayment within thirty (30) days.

3.04 Lease Verification. Lessee or its accountants shall have the right to inspect, at reasonable times and in a reasonable manner, during the ninety (90) day period following the delivery of Lessor's statement of the actual amount of Additional Rent, such of Lessor's books of account and records as pertain to and contain information concerning such costs and expenses in order to verify the amounts thereof. If Lessee shall dispute any item or items included in the determination of Additional Rent and for a particular calendar year, and such dispute is not resolved by the parties hereto within ninety (90) days after the statement for such year was delivered to Lessee, then either party may, within thirty (30) days thereafter, request that a firm of independent certified public accountants mutually selected by Lessor and Lessee render an opinion as to whether or not the disputed item or items may properly be included in the determination of Additional Rent for such year, and the opinion of such firm in the matter shall be conclusive and binding upon the

parties hereto. The reasonable fees and expenses incurred in obtaining such an opinion shall be borne by the party adversely affected thereby; and if more than one item is disputed and the opinion adversely affects both parties, the fees and expenses shall be apportioned accordingly. If Lessee shall not dispute any item or items included in the determination of Additional Rent for a particular calendar year within thirty (30) days after the statement for such year was delivered to it, Lessee shall be deemed to have approved such statement.

ARTICLE IV –LESSOR AND LESSEE FINISH IMPROVEMENTS

4.01 Lessor's Work. Lessor agrees to deliver possession of the Premises to Lessee broom clean, free of debris and personal property, in compliance with applicable laws but otherwise in an "as is" condition, except that the heating, ventilation, air conditioning equipment and ductwork (the "HVAC"), lighting, electrical, plumbing, and mechanical systems serving the Premises shall be delivered in good working order and Lessor shall be responsible for the cost of replacing the any such systems during the Term; provided Lessee is not in default beyond any applicable grace or cure period and further provided that such repair or replacement is not necessitated by a negligent act or omission of Lessee, its agents, employees, guests, licensees, contractors or invitees. If Lessor replaces any systems exclusively serving the Premises anything during the Term, then thereafter Lessee, at its sole cost and expense, shall be responsible for the cost of any repairs to the systems. Notwithstanding anything to the contrary, all such Lessor's Work, as set forth on Exhibit "C" attached hereto and incorporated herein as if stated in full, shall be Substantially Completed on the date of Delivery of possession of the Premises to Lessee and be performed at Lessor's sole cost and expense.

4.02 Compliance with Laws. (a) Lessee shall comply with all laws, statutes, ordinances, and regulations (herein collectively, "Laws") relating to the physical condition of the Premises, which Laws must be complied with solely due to the nature of Lessee's business. Lessee shall have no obligation with respect to Laws relating to buildings or to businesses in general, including but not limited to, applicable building and fire codes, and ADA and Other Disability Rights Laws; and compliance with such general Laws shall be Lessor's responsibility at Lessor's sole cost. Additionally, and notwithstanding the first sentence of this Section 4.02, Lessee shall not be required to make structural repairs or modifications; it being agreed that structural repairs and modifications shall be Lessor's responsibility at Lessor's sole cost, if same shall be necessary to comply with Laws.

(b) Except for those obligations delegated to Lessee pursuant to subdivision (a) above, Lessor shall comply with all Laws, which Laws shall impose any duty with respect to the Building and/or with respect to Lessor's Work or delivery of the Premises provided herein. In furtherance, but not in limitation, of the foregoing, at Lessor's cost, Lessor shall be responsible for ensuring that the Common Areas are fully accessible to and useable by persons with disabilities, and that the Common Areas comply with ADA and Other Disability Rights Laws. At Lessor's cost, Lessor shall be responsible for making all alterations, improvements or repairs to the Common Areas as may be necessary to achieve compliance with ADA and Other Disability Rights Laws, and shall be responsible for maintaining the Common Areas in compliance therewith.

(c) In cases where the Lessor and Lessee are jointly liable to third parties under applicable Laws or at common law, the parties agree to indemnify and defend each other pro rata based upon the respective obligations of each party under the terms of this Lease.

ARTICLE V - LESSEE'S COVENANTS

5.01 Usage. The Premises shall be used by Lessee for general office/warehouse purposes. Lessee shall be solely responsible, at Lessee's sole cost and expense, to obtain any changes to the Certificate of Occupancy required for the above permitted use. Lessee shall not use, occupy, suffer or permit the Premises or any part thereof to be used or occupied for any other purposes including those contrary to law, rules or regulations of any governmental or public authority (including zoning restrictions). Lessee shall not undertake any activities or store any material or items within the Premises so as to increase the cost of any insurance policy which Lessor or Lessee is required to maintain on the Building or Premises. Lessee shall not permit unreasonable noise or offensive odors to emit from the Premises, or suffer waste or injury. Lessee shall not sell, assign, mortgage, or transfer this Lease, or allow or permit any lien upon Lessee's interest herein by operation of law without prior written consent of Lessor, unless otherwise specifically provided for in this Lease. Lessee shall procure, at its sole cost and expense, any permit and/or licenses required for the transaction of Lessee's business in the Premises.

5.02 Compliance with Environmental Laws. For purposes herein, the term "**Environmental Law(s)**" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes herein, the term "**Hazardous Substance(s)**" shall have the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waste, substance, pollutant or material.

Lessee will not violate, in connection with the use, ownership, lease, maintenance or operation of the Property and the conduct of the business related thereto, any Environmental Laws. Lessee shall receive, handle, use, store, treat, transport and dispose of Hazardous Substances on or about the Premises, the Common Areas, the Building and the Project in compliance with applicable Environmental Laws. Lessee, its agents, employees, lessees and independent contractors will operate the Premises in strict and timely compliance with all Environmental Laws. If applicable, Lessee has all environmental permits, licenses and approvals required under any Environmental Law. Lessee is not in violation of any such permits, licenses and approvals. Lessee will not install any tanks or other facilities on, under or at the Property which contain materials which, if known to be present in soils or groundwater, would require clean up, removal or some other remedial action.

If Lessee receives any notice regarding: (i) the happening of any event at the Premises, the Common Areas, the Building or the Project involving any Hazardous Substance or (ii) any noncompliance with regard to any environmental, health or safety matter, Lessee shall immediately notify Lessor and provide Lessor with copies of any written notice or information.

Lessor shall have the right but not the obligation and without limitation of Lessor's rights under the Agreement, to enter onto the Premises and take such other actions as it deems necessary or advisable to clean up or otherwise deal with any Hazardous Substances or following receipt of any notice or information which, in the reasonable opinion of Lessor, could result in action against Lessee or Lessor. All reasonable costs and expenses incurred by Lessor in the exercise of any such rights shall be payable by Lessee upon demand, as Additional Rent, if during the course of such investigation or cleanup, it is determined that the Hazardous Substances were introduced or caused by Lessee or Lessee's employees, contractors, assigns, agents or invitees.

Lessee hereby agrees to defend and indemnify Lessor and hold Lessor harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lessor by any person or entity or governmental agency for, with respect to or as a direct result of the presence on or under the Premises, Common Areas, the Building and the Property of, or release or threatened release or transportation of, any Hazardous Substance or arising under any Environmental Law, that is caused by or within the control of Lessee or Lessee employees, contractors, assigns, agents or invitees.

Lessee shall advise Lessor in writing as soon as Lessee receives any notice which makes the environmental warranties, representations or certifications contained in this section incomplete or inaccurate.

Subject to Lessee's obligations set forth in Section 5.02, if any Hazardous Substance is deposited, released, stored, disposed, discovered, or present in or on the Premises, Landlord, at Landlord's expense, shall promptly and diligently, to the extent required by any applicable law, including, without limitation, any Environmental Law, rules, regulations, and policies of any governmental entity with jurisdiction over the same, and in compliance with such laws, remove, transport, and dispose of such Hazardous Substance.

5.03 Alterations. Lessee shall make no structural additions, changes, alterations or other improvements (the "**Work**") to the Premises or any electrical or mechanical facilities, equipment, or systems pertaining to the Premises or Building without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor may impose as a condition of such consent, such reasonable requirements as Lessor, in its reasonable discretion, may deem desirable including, without limitation, the submission of drawings, plans and specifications for Lessor's written approval, the obtainment of necessary permits, the posting of additional security and requirements as to the manner in which and the time or times at which such Work shall be done. If requested by Lessee at the time of obtaining Lessor's consent, Lessor shall state whether such Work need to be removed by Lessee at the expiration or sooner termination of this Lease. In no event shall any Work affect the structure of the Building or its exterior appearance. If Lessor consents to the Work by Lessee, any contractor selected by Lessee to do the same must first be reasonably approved, in writing, by Lessor. Lessee shall provide Lessor notice at least ten (10) business days prior to the commencement of any such Work on the Premises to afford Lessor the opportunity of posting appropriate notices of non-responsibility. Prior to the commencement of any such Work, Lessee shall give evidence to Lessor that

appropriate insurance satisfactory to Lessor has been obtained by Lessee and contractors for the protection of Lessor, including naming Lessor and its agents as additional insureds, and its lessees and invitees from damage or injury resulting from the Work. Lessee shall hold Lessor harmless of and from any cost or liability with respect to, and shall keep the Premises and Building free from any mechanic's, materialman's or similar liens. Unless otherwise provided for, all such Work, excluding Lessee's trade fixtures and equipment which are not attached to the Premises, shall become the property of Lessor and shall be surrendered with the Premises, as a part thereof, at the termination of the Lease, whether by lapse of the term, termination for default or otherwise without compensation, credit or setoff to Lessee, except that Lessor may require Lessee to remove all or part of such Work (except for those Work that Lessor agreed that Lessee is not required to remove as part of Lessor's consent) and to repair any damage to the Premises caused by such removal, and to restore the Premises to the original conditions existing prior to such Work, all at Lessee's expense.

5.04 Signs. Lessee will not permit or suffer any signs, graphics, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of the Premises or Building of which they are a part, except on a directory board or exterior monument sign if provided by the Lessor and at other locations as designated by Lessor, and then only of such size, color and style as the Lessor may approve, which approval shall not be unreasonably withheld, conditioned or delayed. All costs of acquiring and installing such approved sign shall be borne by Lessee. Lessee shall comply with any and all sign graphics, governmental rules and regulations. Lessee, at its sole cost and expense, shall have the right to hang exterior suite signage outside of its door to the Premises, which size and style shall be subject to Lessor's reasonable approval and which shall be professionally made and tasteful in appearance.

5.05 Indemnification. Lessee will indemnify, defend and hold the Lessor harmless from and against any and all claims, damages, lawsuits and judgments for loss, damage, injury and/or occupancy of the Premises resulting from any injury to person or property or from loss of life in or about the Premises caused by Lessee, its officers, employees, agents, contractors, invitees, or representatives, except if caused by the negligence of Lessor, Lessor's Lessees or their respective officers, employees, agents, or representatives.

5.06 Repairs by Lessee. Lessee shall keep and maintain the Premises and any fixtures, facilities or equipment contained therein, in good condition and repair. (and replace, if necessary), including, but not limited to, the HVAC, electrical, and plumbing systems exclusively serving the Premises, excepting, however, such repairs and replacements as are the obligations of Lessor under Section 4.01 and 6.02 hereof, and excepting any repairs made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance. If Lessee refuses or neglects to commence or complete repairs and replacements promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and replacements and Lessee shall pay the cost thereof to Lessor upon demand.

Lessee shall maintain the HVAC system in good operating condition and shall procure the services of a licensed HVAC Contractor, approved by Lessor, and have a minimum of four (4) maintenance visits per year. Lessee shall (i) provide Lessor with a copy of the executed HVAC

contract, and (ii) provide Lessor with a copy of all maintenance service receipts for services to the HVAC system. In the event Lessee is in breach of its obligations under this paragraph, Lessor shall not be responsible for repair or replacement costs in excess of Five Hundred and 00/100 Dollars (\$500.00). Provided Lessee remains in compliance with the terms of this Section 5.06, Lessee shall have no obligation to replace the HVAC, electrical, plumbing or any other systems exclusively serving the Premises, unless caused by the negligence or willful misconduct of Lessee, its agents, employees, guests, licensees, contractors or invitees.

5.07 Personal Property. Lessee agrees that all personal property of whatever kind and whichever description that may be at any time in the Premises shall be kept at Lessee's sole risk or at the risk of those claiming through Lessee and the Lessor shall not be liable for any damage to or loss of such personal property.

At any time during the term, all articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Lessee or installed by Lessee at its expense in the Premises shall be and remain the property of Lessee and may be removed by Lessee. In the event Lessee fails to remove such articles of personal property and/or business or trade fixtures upon termination of the Lease, the same shall be deemed abandoned and Lessor may, at its option, keep the same for its use or remove the same in any manner that Lessor shall choose, or store said effects at Lessee's expense without liability of Lessor to Lessee for loss thereof, and Lessee shall pay, on demand, any and all reasonable expenses incurred in such removal, including court costs and reasonable attorney fees and storage charges on such effects, or Lessor may, at its option, pursue any other rights or remedies available to Lessor at law or equity. Lessee shall bear the cost to repair any damage to the Premises upon termination of the Lease for any damage caused by Lessee or Lessee employees, contractors, assigns, agents or invitees or due to improper maintenance by Lessee.

5.08 Inspection. Subject to the terms of this Lease, and upon prior reasonable notice not less than 24 hours in advance, and during Lessee's business hours, Lessee hereby permits Lessor or Lessor's agents to inspect or examine the Premises, to make such repairs to the Premises that Lessor may deem desirable or necessary for the safety or preservation of the Premises and/or the Building, and to permit Lessor or Lessor's agents to exhibit the Premises to prospective Lessees or purchasers during the last six (6) months of the term of this Lease or any renewal term, unless Lessee shall have exercised any renewal term, so long as it does not interfere with the day-to-day business operations of the Lessee.

5.09 Security Deposit.

(a) Lessee agrees to deposit with Lessor the amount of Security Deposit as shown in Article 1.02 (G) of the Basic Lease Provisions as security for the prompt, full and faithful performance by Lessee of each and every provision of this Lease and all of the obligations of Lessee hereunder, including without limitation the provisions relating to payment of Rent. In the event that Lessee is in default hereunder beyond any applicable grace or cure period, Lessor may use, apply or retain the whole or any part of the Security Deposit for the payment of Rent; including without limitation any sum expended by Lessor on Lessee's behalf in accordance with the provisions of this Lease or any sum which Lessor may expend or be required to expend by

reason of Lessee's default, including without limitation damages or repairs to the Premises or any damages or deficiency in the re-letting of the Premises. The use, application or retention of the Security Deposit or portion thereof by Lessor shall not prevent Lessor from exercising any other right or remedy provided for hereunder or at law and shall not be construed as liquidated damages nor operate as a limitation on any recovery to which Lessor may otherwise be entitled. In the event that Lessee shall fully and faithfully comply with all the provisions of this Lease, the Security Deposit or any balance thereof, without any interest thereon, shall be reimbursed to Lessee within thirty (30) days after the expiration of the Term of this Lease when the Premises are properly vacated, inspected (and found to be in compliance with the applicable provisions of this Lease) and keys returned and no further issues or liabilities remain under this Lease, Lessee hereby specifically waiving any statutory or regulatory requirement for the early return of such Security Deposit. Lessor may not use, invest or employ the Security Deposit as if the Security Deposit were its own funds.

(b) Notwithstanding the above provision of this Section 5.09 Lessee shall have the right, at Lessee's expense, to furnish five (5) month's gross rent of the Security Deposit (\$54,976.60) in the form of a letter of credit satisfying the requirements of this provision. Lessee may make such election at any time during the Term of this Lease, and upon delivery of such a letter of credit satisfying the requirements of this provision (the "**Letter of Credit**"). Such Letter of Credit shall be in form and substance reasonably satisfactory to Lessor and shall fulfill the following minimum requirements:

- i. The Letter of Credit shall be issued by a commercial bank or other financial institution which is located in New York City and which is otherwise satisfactory to Lessor in its reasonable discretion. Lessor hereby agrees that Silicon Valley Bank are satisfactory issuers of the Letter of Credit.
- ii. The beneficiary named in the Letter of Credit (the "**Beneficiary**") shall be the Lessor or Lessor's lender (if required by such lender), and the Letter of Credit shall expressly state that the Beneficiary, or any authorized officer of Beneficiary, may make draws under the Letter of Credit after a default by Lessee beyond any applicable grace or cure period, as herein provided.
- iii. The Letter of Credit shall have a term of at least one (1) year from the date of issuance thereof and shall be automatically renewed from year to year, unless written notice of non-renewal is given at least thirty (30) days prior to expiration to the Lessor at the address for notices set forth in this Lease ("**Non-Renewal Notice**").
- iv. The Letter of Credit may be drawn down in one or more installments, from time to time, upon presentation by the Beneficiary at a location of the issuer in New York City (or such other location if draws may be made by facsimile), of the original Letter of Credit (or a certified photocopy thereof) and an affidavit certifying either (a) that the Lessee is in default of this Lease past any applicable grace or cure period, or (b) that the Letter of Credit is due to expire in less than

twenty (20) days and the Lessee has not renewed or replaced such Letter of Credit with a substitute Letter of Credit satisfying all requirements of this section.

- v. To the extent the Lessee elects to utilize a Letter of Credit for the Security Deposit, then the Lessee shall maintain the Letter of Credit for the balance of the Term and for one month thereafter, subject to Section 5.09(f).

(c) The Letter of Credit shall secure Lessee's obligations under the Lease and all draws from the Letter of Credit shall be limited to the amounts necessary to cure Lessee's default in the performance of Lessee's obligations under this Lease, after the expiration of any applicable grace or cure period. In connection with any such default by the Lessee under the Lease, beyond any applicable grace or cure period, Lessor may use, apply or retain the whole or any part of the proceeds of the Letter of Credit drawn down by the Lessor to the extent required for the payment of any Base Rent, Additional Rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default, including but not limited to reasonable legal fees to enforce this Lease or the guaranty of the Lease or for any damages or deficiency in the re-letting of the Demised Premises, whether such damages accrued before or after summary proceedings or other re-entry by Lessor (hereinafter collectively referred to as "**Letter of Credit Payment**"). Lessee shall have ten (10) business days after Lessor receives a draw from the Letter of Credit to replenish the amount of the Letter of Credit drawn down for any such Letter of Credit Payment due Lessor. Lessee's failure to replenish the Letter of Credit within ten (10) business days after Lessor receives any such drawdown shall constitute a default under this Lease entitling the Lessor to draw down the entire amount of the Letter of Credit and to exercise any other remedies provided to Lessor under the Lease as to any default of the Lessee under the Lease. If Lessor receives a Non-Renewal Notice from the issuer of the Letter of Credit, then notwithstanding the foregoing, unless the Lessee submits to the Lessor, within twenty (20) days prior to the expiration date of the existing Letter of Credit, a replacement Letter of Credit, substantially in the same form as the one being replaced, issued by another financial institution, subject to the reasonable approval of the Lessor ("**Replacement LOC**"), then Lessor shall have the right to draw the entire amount of the Letter of Credit and the proceeds from this draw shall be deemed Lessee's cash security deposit and shall be held by Lessor in the same manner as if Lessee made the election to deposit a cash security deposit for the Security Deposit under this Lease.

(d) Provided the Lessee is not in default under the Lease, upon submission of a Replacement LOC or upon the expiration date of the Term of this Lease, whichever is applicable, subject to the provisions of this Section, the Lessor shall promptly return to the Lessee the original Letter of Credit and shall execute any document or agreement required by the issuer of such Letter of Credit returned to the Lessee to confirm Lessor's relinquishment of all right, title and interest in such returned Letter of Credit.

(e) In connection with the sale of the Demised Premises by the Lessor, the Lessee, at no cost or expense to the Lessor, hereby agrees to amend such Letter of Credit to change the beneficiary of such Letter of Credit to the new landlord under the Lease.

(f) Provided Lessee is not in default beyond any applicable grace or cure period, the Letter of Credit shall be terminated and released, whereafter Lessee's cash Security Deposit on file with Lessor will be the sum of \$10,995.32 and shall at all times thereafter equal one (1) month's gross rent.

5.09 Lessee's Insurance. During the Term of this Lease Lessee shall obtain insurance of the types and in the amounts described below:

- (a) Commercial General and Umbrella Liability Insurance. Lessee shall maintain commercial general liability ("CGL") and, if necessary, commercial umbrella insurance ("Umbrella") with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.
- i. CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
 - ii. The CGL and umbrella policies shall include liquor liability coverage for any lessee involved in the manufacturing, distributing, selling, serving, or furnishing of alcohol. The limit of insurance for liquor liability shall be an amount equal to or greater than the limit stated in Section 5.09 (a).
 - iii. Lessor, Lessor's managing agent (currently Cushman & Wakefield, Inc.), and Time Equities, Inc. ("**Additional Insureds**") shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 11 04 13 or a substitute providing coverage at least as broad, and under the commercial umbrella, if any. Lessee's CGL and Umbrella insurance shall apply on a primary and noncontributory basis with respect to any other insurance or self-insurance programs afforded to the Additional Insureds. The Additional Insureds' own insurance shall be excess over any other insurance available to them as Additional Insureds, whether primary, excess, contingent, or on any other basis. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary and noncontributory with respect to the additional insured.
 - iv. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Section 5.09 (a) of this agreement.
- (b) Automobile and Umbrella Liability Insurance. Lessee shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each loss.

- i. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - ii. Coverage as required in this Section 5.09 (b) above shall be written on ISO form CA 00 01 10 13 or a substitute form providing coverage at least as broad.
 - iii. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance maintained pursuant to this Section 5.09 (b) of this Lease.
- (c) Workers Compensation Insurance. Lessee shall maintain workers' compensation in the applicable statutory amount and employers' liability insurance.
 - i. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. The limit requirements can be satisfied though the combination of primary employers' liability coverage and commercial umbrella liability coverage.
 - ii. To the extent allowable by the applicable state law, Lessee waives all rights against Lessor and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability or commercial umbrella liability insurance maintained pursuant to this Section 5.09 (c) of this Lease. Lessee shall obtain an endorsement equivalent to WC 00 03 13 to effect this waiver.
- (d) Intentionally Omitted.
- (e) Commercial Property Insurance. Lessee shall maintain commercial property insurance covering Lessee's property and improvements (including the initial Lessee improvements), and other personal property (including property of others), in the Premises.
 - i. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).
 - ii. Commercial property insurance shall cover the replacement cost of the property insured.
 - iii. The amount insured shall equal the full estimated replacement cost of the property insured.
 - iv. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form.
 - v. Lessee shall purchase business income, business interruption, extra expense or similar coverage as part of this commercial property insurance in an amount sufficient to insure a minimum of twelve (12) months of lost income. In no event shall Lessor be liable for any business interruption or other consequential loss sustained by Lessee, whether or not it is insured, even if such loss is caused by

- the negligence of Lessor, its employees, officers, directors, or agents.
- vi. Lessee may, at its option, purchase insurance to cover its personal property. In no event shall Lessor be liable for any damage to or loss of personal property sustained by Lessee, whether or not it is insured, even if such loss is caused by the negligence of Lessor, its employees, officers, directors, or agents.
- (f) Boiler and Machinery Insurance. Lessee shall maintain boiler and machinery insurance covering the Lessee improvements and betterments and Lessee's personal property for loss or damage caused by the explosion of steam boilers or similar equipment.
- i. Lessee hereby waives any recovery of damages against Lessor, its employees, officers, directors, agents, or representatives for loss or damage to the Lessee improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or boiler and machinery insurance required above.
 - ii. Lessor shall be included as a loss payee on the property, business interruption and boiler and machinery insurance as its interest may appear.
- (g) If the commercial property insurance and boiler and machinery insurance purchased by Lessee as required above do not allow the insured to waive rights of recovery against others prior to loss, Lessee shall cause them to be endorsed with a waiver of subrogation.
- (h) Deductible. Any deductibles applicable to the commercial property or boiler and machinery insurance purchased in compliance with Section 5.09 (e) or 5.09 (f) shall be the responsibility of Lessee and approved by Lessor. Any deductible in excess of \$10,000 shall be subject to written approval of Lessor.
- (i) Evidence of Insurance. Prior to taking occupancy, Lessee shall furnish Lessor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- i. Lessee shall provide for ten (10) days' written notice to Lessor prior to the cancellation or material change of any insurance referred to therein.
 - ii. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
 - iii. If Lessee fails to maintain the insurance as set forth herein, Lessor shall have the right, but not the obligation, to purchase said insurance at Lessee's expense.

- iv. Lessee shall provide certified copies of all insurance policies required above within ten (10) days of Lessor's written request for said copies.
 - v. All required insurance shall be placed with insurers licensed to do business in the State of Ohio and holding an AM Best Rating of no less than A-, VIII.
 - vi. No Representation of Coverage Adequacy. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this Lease.
- (j) Cross-Liability Coverage. If Lessee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. There shall be no provisions on the policies that limit Lessor's ability to pursue a claim against Lessee.

5.10 Rules and Regulations. Lessee shall comply with the reasonable rules and regulations attached as **Exhibit "B"**, as well as all reasonable changes therein and additions thereto that may, from time to time, be made by Lessor for the operation and protection of the Premises and the protection and welfare of Lessor's lessees and invitees. **Exhibit "B"** is incorporated by reference as though fully rewritten herein. Reasonable changes and additions to the rules and regulations shall become effective and part of this Lease upon delivery of a copy to Lessee. In the event of conflict between the terms of this Lease and the rules and regulations, the terms of this Lease shall control. Lessor shall enforce the rules and regulations against all tenants of the Building in a non-discriminatory manner.

ARTICLE VI — LESSOR'S COVENANTS

6.01 Parking Area. Lessor agrees that Lessee and Lessee's customers, employees and visitors shall have the license throughout the term hereof, at no additional cost, subject to the restrictions of the following paragraph, to use, in common with others entitled to similar use thereof, those roads and parking area within the Project in which the Building is located. No lessee shall have an exclusive right to any particular parking area. Lessee shall not permit large, non-passenger trucks to use the parking areas designated for automobile parking. Notwithstanding the foregoing, Lessor hereby grants to Lessee the non-exclusive right and privilege to use in common up to forty (40) parking spots at the Building.

Lessor shall have the right to close temporarily any or all portions of the Common Areas to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein and to close temporarily, if necessary, any part of the Common Areas in order to discourage non-customer parking. All space, areas, and facilities with the Project which Lessee may be permitted to use and occupy, are to be used and occupied under a license, and if the amount or such space, areas and facilities are diminished, this Lease shall remain in full force and effect and Lessor shall not be subject to any

liability nor will Lessee be entitled to any compensation or diminution of Rent, nor shall diminution of such space, areas and facilities be deemed constructive or actual eviction.

6.02 Repair and Maintenance of Building. Lessor shall keep and maintain in good order, condition and repair the roof, exterior and interior structural walls, windows, foundation, the Common Areas, the exterior and all common electrical, plumbing and sewer systems, heating, ventilation and air conditioning systems serving the Common Areas of the Building. The cost of all such repairs shall be borne by Lessor as part of the Additional Rent subject to the terms of paragraph 3.02 above, except for those made to any electrical, plumbing, heating, ventilation, and air conditioning components which have been installed in and exclusively serve the Premises pursuant to Section 5.02 which shall be at Lessee's cost. Maintenance, repairs, and replacements made necessary by the negligence, misuse or default of Lessee or Lessor, as the case may be, their employees, agents, customers or invitees, shall be borne by Lessee in the case of the Lessee, who shall be separately billed and shall reimburse Lessor for the same as Additional Rent and by the Lessor (not as Additional Rent), in the case of the Lessor.

6.03 Casualty Insurance. Except as contemplated by Article 6.02, Lessor shall be responsible for insuring and shall, at all times during the term of this Lease, carry, at its own expense, a policy of insurance which insures the Building, including the Premises, against loss or damage by fire or other casualty deemed appropriate by Lessor; provided, however, that Lessor shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Lessee or which Lessee may have on the Premises or any trade fixtures installed by or paid for by Lessee on the Premises or any additional improvements which Lessee may construct on the Premises, as provided in Section 5.03. Each party, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the other for injury or loss provided that any injury or loss was not caused by the negligence or willful misconduct of either party. Notwithstanding the foregoing or any other provision of this Lease, each party hereby waives and releases any and all rights of recovery against the other, and neither party shall be liable for any loss or damage, whether or not caused by the negligence of such party, to the extent such loss is covered by a policy of insurance maintained or required by this Lease to be carried by the damaged party. Each party shall notify its insurance carrier of this mutual waiver of subrogation.

ARTICLE VII — UTILITIES AND OTHER BUILDING SERVICES

7.01 Services and Utilities. Lessee, at its sole cost and expense, shall pay the cost of all utilities serving the Premises, including but not limited to, electricity, natural gas, trash collection and janitorial services. Such utility services shall be separately metered by Lessor prior to the Commencement Date. Lessor reserves the right to contract for any such services on behalf of the Project and the cost thereof shall be borne as set forth in Paragraph 3.02 herein.

7.02 Additional Services. If Lessee requests any other utilities or building services in addition to those identified above, Lessor shall use reasonable efforts to attempt to furnish Lessee with such additional utilities or building services. In the event Lessor is able to and does furnish such additional utilities or building services, the cost thereof shall be borne by Lessee, who shall reimburse Lessor monthly for the same as provided in Section 7.04.

7.03 Interruption of Services. Lessee understands, acknowledges and agrees that any one or more of the utilities or other building services identified in Section 7.01 may be interrupted by reason of accident, emergency or other causes beyond Lessor's control, or may be discontinued or diminished temporarily by Lessor or other persons until certain repairs, alterations or improvements can be made; that Lessor does not represent or warrant the uninterrupted availability of such utilities or building service; and that any such interruption shall not be deemed an eviction or disturbance of Lessee's right to possession, occupancy and use of the Premises or any part thereof, or render Lessor liable to Lessee for damages by abatement of Rent or otherwise, or relieve Lessee from the obligation to perform its covenants under this Lease. Notwithstanding the foregoing, in the event that an interruption of services or utilities occurs which is within the reasonable control of Lessor and continues for more than five (5) consecutive days, then Lessee shall be entitled to an abatement of Base Rent and Additional Rent commencing on the sixth day of such interruption for the entire period of interruption and until such services or utilities are restored.

7.04 Payment for Utilities and Building Services. The cost of all additional utilities or other building services furnished by Lessor at the request of Lessee or as a result of Lessee's activities as provided in Section 7.02 shall be borne by Lessee who shall be separately billed therefore and who shall reimburse and pay Lessor monthly for the same as Additional Rent, at the same time the monthly installments of Base Rent and other Additional Rent is due.

ARTICLE VIII — DEFAULTS AND REMEDIES

8.01 Defaults by Lessee. The occurrence of any one or more of the following events ("**Event of Default**") shall be a default and breach of this Lease by Lessee:

A. Lessee shall fail to pay any monthly installment of Annual Base Rent or Additional Rent or other payment required herein within five (5) business days after the same shall be due and payable herein.

B. Lessee shall fail to perform or observe any term condition, covenants or obligation required to be performed or observed by it under this Lease, other than the obligations contained within 8.01 (A) above, for the period of thirty (30) days after written notice thereof from Lessor; provided, however, that if the term, condition, covenants or obligation to be performed by Lessee is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Lessee commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same.

C. Lessee shall abandon, or fail to occupy the Premises for a period of thirty (30) days without providing adequate security measures.

D. A trustee or receiver shall be appointed to take possession of substantially all of Lessee's assets in, on or about the Premises or of Lessee's interest in this Lease and Lease does not regain possession within sixty (60) days after such appointment; Lessee makes an assignment for the benefit of creditors; or substantially all of Lessee's assets in, on or about

the Premises or Lessee's interest in this Lease are attached or levied upon under execution (and Lessee does not discharge the same within sixty (60) days thereafter).

E. A petition in bankruptcy, insolvency or for reorganization or arrangement is filed against Lessee pursuant to any federal or state statute (and, with respect to any such petition filed against it), Lessee fails to secure a stay or discharge thereof within sixty (60) days after filing of the same.

F. Lessee acknowledges that Lessee's failure to vacate the Premises upon condition upon surrender of the Lease or expiration of the Lease term, may cause Lessor to incur various consequential damages, including but not limited to, loss of rental income and sustained financing costs. Accordingly, subject to receipt of Lessor's prior written notice, Lessee agrees that consequential damages should be included in the damages for which Lessee is responsible due to a breach of Section 10.09 by Lessee. Except as set forth in the immediately preceding sentence, in no event shall Lessee be liable for any of Lessor's consequential or indirect damages resulting from a default by Lessee.

8.02 Remedies of Lessor. Upon the occurrence of any event of default set forth in Section 8.01, Lessor shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Lessee:

- A. Lessor may apply the Security Deposit or reenter the Premises and cure any default of Lessee, in which event Lessee shall reimburse Lessor as Additional Rent for any cost and expenses which Lessor may incur to cure such default; and Lessor shall not be liable to Lessee for any loss or damage which Lessee may sustain by reason of Lessor's action.
- B. Lessor may terminate this Lease as of the date of such default, in which event: (1) neither Lessee nor any person claiming under or through Lessee shall thereafter be entitled to possession of the Premises, and Lessee shall immediately thereafter surrender the Premises to Lessor; (2) Lessor may reenter the Premises and dispossess Lessee or any other occupants of the Premises in accordance with applicable law, and may remove their effects, without prejudice to any other remedy which Lessor may have for possession or arrearages in Rent, and (3) notwithstanding the termination of this Lease (a) Lessor may declare all rent which would have been due under this Lease for the balance of the term to be immediately due and payable, whereupon Lessee shall be obligated to pay the same to Lessor, together with all loss or damage which Lessor may sustain by reason of such termination and reentry, or (b) Lessor may re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for Rent and on terms and conditions different from those contained herein, whereupon Lessee shall immediately be obligated to pay to Lessor as liquidated damages the difference between the Rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the term of

this Lease, together with all of Lessor's costs and expenses for preparing the Premises for re-letting, including all repairs, Lessee finish improvements, broker's and attorney fees, and all loss or damage which Lessor may sustain by reason of such termination, reentry and re-letting, it being expressly understood and agreed that the liabilities and remedies specified herein shall survive the termination of this Lease. Lessor shall use reasonable efforts to re-let the Premises or otherwise mitigate its damages, provided however, the marketing of the Premises in a manner similar to the manner in which Lessor markets other premises within Lessor's control in the Building shall be deemed to have satisfied Lessor's obligation to use "reasonable efforts."

- C. Lessor may sue for injunctive relief or to recover damages for any loss resulting from the breach.

8.03 Limitation of Lessor's Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders and Lessee shall not seek recourse against Lessor's partners, members, directors, officers or shareholders or any of their personal assets for such satisfaction. Liability of Lessor under this Lease, including but not limited to any liability with respect to the entry and performance of this Lease by or on behalf of Lessor, however it may arise, shall be asserted or enforced only against the Lessor's estate and equity interest in the Project, and Lessor shall not have any personal liability in the event of any claim against Lessor arising out of or in connection with this lease, the relationship of Lessor or Lessee or Lessee's use of Premises. In consideration of the benefits accruing hereunder, Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Lessor in the event Lessor or its successors or assigns is a partnership, limited liability company, c-corp., or Lessees-in-common:

- A. The sole and exclusive remedy shall be against the partnership, limited liability company, c-corp. or Lessees-in-common and their specific assets.
- B. These covenants and agreements are enforceable both by Lessor and also by any partner of the partnership, limited liability company, c-corp., or Lessees-in-common.

8.04 Attorney Fees. In the event of litigation or arbitration between the parties related to this Lease, the reasonable fees and expenses, including reasonable attorneys' fees and expenses, of the prevailing party shall be paid by the non-prevailing party.

8.05 Lessor's Option to Perform Upon Lessee's Default. Upon default by Lessee and the failure to cure the same prior the expiration of any applicable grace or cure period, Lessor may, at its option, elect to perform and complete such condition of default and the amount of such expenditure plus accrued interest at the highest legal rate of interest permitted by law, from time to time such expenditure is made until reimbursed, shall immediately become due and payable to Lessor, and be considered Additional Rent hereunder. Such election by Lessor shall not constitute a waiver of said default by Lessee or affect any right or remedy available to Lessor.

ARTICLE IX - CASUALTY OF OTHER DESTRUCTION OF PREMISES

9.01 If the Premises or the Building of which the Premises forms a part, shall be destroyed or damaged by fire, casualty or other cause so as to render the Premises unfit, in whole or in part, for Lessee's occupancy and use, and such destruction or damage can, in the opinion of the Lessor, reasonably be repaired within one hundred eighty (180) days from the happening of said destruction or damage, Lessor shall, within thirty (30) days of said occurrence, so notify Lessee of said fact and Lessor may, if it so desires, repair the same to substantially the same condition which existed immediately prior to the occurrence of said destruction or damage with all reasonable diligence and speed. If, during such repair period, Lessee shall be unable to use all or any portion of the Premises, the rent to be paid by Lessee hereunder shall be reduced proportionately in an amount by which that portion of the Premises of which Lessee shall be deprived on account of said destruction or damage and the repair thereof bears to the total area of said Premises. If the Premises, or the building of which the Premises forms a part, shall be destroyed or damaged by fire, casualty or other cause, so as to render the Premises unfit, in whole or in part, for Lessee's occupancy or use, and said destruction or damage cannot, in the opinion of Lessor, reasonably be repaired within one hundred eighty (180) days from the happening of said destruction or damage, the Lessor shall notify Lessee of such fact within thirty (30) days after the happening of said occurrence and of Lessor's intention of either: (a) making repairs (and thereby continue said Lease) stating the amount of time which will be required to make such repairs; or (b) terminate this Lease. If the Premises cannot reasonably be repaired within one hundred eighty (180) days, Lessee shall have the option within ten (10) days after receipt of said notice from Lessor to elect either: (i) to terminate this Lease as of the date of the happening of such destruction or damage, in which event all further liability of Lessee hereunder shall terminate and all Rent paid to Lessor subsequent to said date (and until Lessee shall vacate said Premises) shall remain the property of Lessor and Lessee shall thereafter vacate said Premises, or (ii) to continue this Lease in full force and effect. If, during the time beginning with the date of the happening of said destruction or damage until the date the Premises (or the Building of which the Premises forms a part) shall have been so restored, Lessee shall be unable to use all or any portion of the Premises, the Rent to be paid by Lessee hereunder shall be reduced proportionately in an amount by which that portion of the Premises of which Lessee shall be so deprived on account of said destruction or damage and the repair thereof to the total areas of said Premises. Notwithstanding the foregoing, Lessor shall not be obligated to spend any sums in excess of the amount of insurance proceeds which it receives on account of any destruction and the repairs and restorations of the Building and/or the Premises shall be subject to the approval of the Project's mortgagee.

ARTICLE X - GENERAL PROVISIONS

10.01 Notice. Any notices or demands required or permitted by law or any provision of this Lease shall be in writing and shall be completed by mailing such notice to the other party, or any agency designated by him to receive such notices, by certified or registered mail, return receipt requested, postage prepaid, at the addresses listed in 1.02 (I) or at such other or additional address or addresses as either party may hereafter designate in writing.

10.02 Additional Parties Bound by Provisions. Any person, corporation, partnership, joint venture or other entity purchasing or procuring by any means whatsoever any interest in this Lease shall be bound and limited to the provisions contained herein. Provided, however, that no assignment by, from, through or under Lessee in violation of the provisions contained herein, shall vest in such assigns or other parties any right, title or interest whatsoever. For the purpose of interpreting this paragraph, the permanent mortgagee shall not be considered a party of the Lease until such time as the mortgagee becomes the owner of the mortgaged premises and the Lessor under this Lease.

10.03 Word Genders and Numbers. Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the context and the circumstances and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the context and the circumstances.

10.04 Topic Headings. Headings and captions in this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor constitute any part of this Lease and are not to be considered in the construction of this Lease.

10.05 Governing Law. This Lease shall be subject to and governed by the law of the State of Ohio, irrespective of the fact that one or more of the parties may be or become a resident of a different state.

10.06 Counterparts. Several copies of this Lease may be executed by all of the parties. All executed copies constitute one and the same Lease, binding on all parties.

10.07 Entire Agreement. This Lease contains the entire understanding between and among the parties and supersedes any prior understanding or agreements between any among them respecting the subject matter. No representations, arrangements or understandings except those fully expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease shall be made or be binding unless made in writing and signed by each of the parties.

10.08 Recording. Lessee shall not execute nor record this Lease or a Memorandum of this Lease without the express written consent of Lessor.

10.09 Holding Over. If Lessee holds over and remains in possession of said Premises after the expiration of this Lease or any renewal thereof, Lessee will from that date forward, unless the parties by written agreement stipulate to the contrary, be a tenant at sufferance at a rate equal to 125% of the base rental as defined in 3.01 herein and on the remaining terms and conditions as in existence at the time of the termination of the then existing Lease or any renewal thereof.

10.10 Laches. Any failure of Lessor to enforce rights or to seek remedies upon any default of Lessee hereunder, or the delay of said enforcement or the seeking of remedies shall not prejudice or affect the rights or remedies of Lessor in the event of any subsequent default or attempted enforcement at a later date.

10.11 Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a default, forfeiture or for any other reason.

10.12 Estoppel Certificates. Upon request, Lessee agrees to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating modifications) and the dates to which any Rent or consideration due hereunder have been paid. In addition, Lessee agrees to furnish Lessor, upon request and after Lessee has taken possession of the Premises, a letter addressed to Lessor's mortgagee or financial institution, or any prospective purchaser of the Premises, giving the information contained in the first section of this Section 10.12 and the following information or any part thereof requested by Lessor, provided, however, that Lessee may take such exceptions as are appropriate to protect its interest.

- A. That the Premises have been completed before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out;
- B. That the Lessee has accepted possession, that the Lease Term has commenced, that Lessee is occupying the Premises and that Lessee knows of no default under the Lease by the Lessor;
- C. The actual Commencement Date of the Lease and the expiration date of the Lease; and That the Lessee's occupancy under this Lease has commenced.

10.13 Sublease or Assignment. (a) Lessee shall not sublet said Premises or any part thereof nor assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer of this Lease by merger, consolidation, sale of assets, liquidation or otherwise by operation of law or, if the Lessee is a corporation, by sale of more than fifty percent (50%) of its stock other than as a result of the investment of additional equity capital in Lessee so long as the current principals of the controlling interest in Lessee continue to retain an equity interest in Lessee), shall constitute an assignment by Lessee. Lessee shall not permit any business to be operated in or from the Premises by a concessionaire or licensee without the prior written consent of Lessor. Any consent by Lessor to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting or operation by a concessionaire or licensee. In the event that Lessee shall at any time during the term of this Lease sublet all or any part of said Premises or assign this Lease, with the consent of Lessor as hereinbefore provided, it is hereby mutually agreed that Lessee shall nevertheless remain fully liable under all of the terms, covenants and conditions of this Lease. If this Lease be assigned or if the Premises or any part thereof be subleased or occupied by anybody other than Lessee (other than in connection with a Permitted Transfer (as defined hereafter) , Lessor may collect from the assignee, sublessee or occupant any Rent or other charges payable by Lessee under this Lease, and apply the amount collected to the Rent and other charges herein reserved, but such collection by Lessor shall not be deemed an acceptance of the assignee, sublessee or occupant as a Lessee nor a release of Lessee from the performance by Lessee under this Lease. Any assignee or sublessee of Lessee shall be subject to all conditions, restrictions and obligations of Lessee as set forth herein.

Lessee shall remain liable for sublessee's compliance with all governmental ordinances and regulations.

Notwithstanding anything to the contrary contained in this Section 10.13, Lessee may assign its entire interest under this Lease or sublease all or any part of the Premises to an affiliate or a successor entity as a result of merger, consolidation or similar business reorganization without the consent of Lessor, or to an entity that purchases all or substantially all of the assets or ownership interests of Lessee or of the business of Lessee conducted at the Premises (a “**Permitted Transfer**”), provided that all of the following conditions are satisfied in Lessor’s reasonable discretion: (a) in the case of a successor entity where the named Lessee ceases to exist following the Permitted Transfer, the proposed transferee has financial strength equal to or greater than Lessee as of the date of this Lease; and (c) Lessee shall give Lessor written notice at least ten (10) days prior to the effective date of the proposed transfer, along with all applicable documentation and other information necessary for Landlord to determine that the requirements of this provision have been satisfied (provided, however, if pursuant to a confidentiality agreement Lessee is prohibited from disclosing said transaction to Lessor prior to the effective date thereof, then Lessee shall provide such notice as soon as it is permitted to do so, and in any event by not later than ten (10) days after the effective date of such transaction). If requested by Lessor, the successor or affiliate shall sign Lessor’s commercially reasonable form of assumption agreement

10.14 Transfer of Lessor's Interest. In the event of a conveyance by Lessor of the Premises or of the Building, such conveyance shall release Lessor from any liability for matters accruing thereafter, including for Security Deposits to the extent the Security Deposit was transferred to Lessor's successor, upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee; and in such event, Lessee agrees to look solely to the responsibility of the successor in interest of Lessor to this Lease. Upon written notice from Lessor of such conveyance, Lessee shall acknowledge ownership in the transferee and attorn and continue in quiet enjoyment of the Premises. Lessor shall have the right to sell, hypothecate, mortgage, transfer or assign this Lease and/or its interests in the Premises and/or the Building and shall not be liable for obligations thereafter accruing hereunder. Lessor shall use its best efforts to obtain acknowledgment in writing from any successor or assignee of Lessor that such successor or assignee expressly adopts and ratifies this lease and all of Lessor's obligations contained in this lease.

10.15 Eminent Domain. In the event the Premises or any part thereof or any of the land of which the Premises is a part shall be taken or condemned for public purpose by a competent authority, Lessee shall not be entitled to any part, or all, of the award paid for such taking or condemnation, and Lessor is to receive the full amount of such award. Lessee hereby expressly waives any right or claims to all or any part of such award. Provided, however, anything herein to the contrary notwithstanding, Lessee shall have the right to claim and recover from the taking or condemnation authority, but not from Lessor, such compensation as may be separately awarded or recovered by Lessee in Lessee's business by reason of the taking or condemnation and on account of moving expenses or any loss to Lessee for merchandise, furniture, fixtures and equipment.

In the event that the entire Building, or such part of the Building so as to make the Building unfit for occupancy as originally intended, should be taken or condemned, then either Lessee or Lessor

shall have the option of terminating this Lease upon giving written notice to the other of such election within thirty (30) days after possession of the part condemned by such authority whereupon the possession is so taken. Any such taking or condemnation which does not result in a termination of this Lease, as hereinabove provided, shall not be causes for any reduction or diminution of the rental payment hereunder.

10.16 Mortgage Subordination. Upon written request or notice by Lessor, and subject to Lessee's rights to possession and quiet enjoyment and other rights under this Lease, Lessee agrees to subordinate its rights under this Lease and to attorn to the lien or liens of any mortgagees or any deeds of trust that are placed upon any lands, buildings or improvements of which the Premises is a part and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize the Lease of Lessee in the event of foreclosure. Lessee also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage by such mortgagee or trustee to Lessee to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior or subsequent to the date of said mortgage or trust deed. Lessee agrees that, upon the request of Lessor, any mortgagee or any trustee named in such mortgages or trust deeds, it shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this paragraph.

10.17 Surrender of Premises. Upon termination of this Lease, whether by lapse of time or otherwise, or upon the exercise by Lessor of the power to reenter and repossess the Premises without terminating this Lease, as hereinbefore provided, Lessee shall at once surrender the possession of the same to Lessor in the same condition as existing on the Commencement Date, reasonable wear and tear and damage by fire or other casualty excepted and at once remove all of Lessee's property therefrom.

10.18 Quiet Enjoyment. Lessor hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements hereinbefore stipulated to be performed on Lessee's part Lessee shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Lessor or any person or persons lawfully claiming by, through or under Lessor.

10.19 Invalidity of Any Provision. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions thereof and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.20 Amendment of Agreement. This Agreement may be altered or amended only in writing, signed by both parties.

10.21 Indemnification for Leasing Commissions. Lessor and Lessee each represents to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, other than the Brokers listed in 1.02 J and K, and that they know of no other real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable

attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent (provided that Lessor shall pay a commission to the Brokers listed in Section 1.02 J and K in connection with this Lease pursuant to the terms of a separate agreement). Lessor shall be responsible for the payment of any brokerage commissions due to the Brokers arising out of the execution of this Lease pursuant to Lessor's separate agreement with the Brokers. The terms of this Section 10.21 shall survive the expiration or earlier termination of the Lease Term.

10.22 Drafting of Lease. Notwithstanding anything contained to the contrary contained herein or presumed at law or otherwise, the parties and signatories hereto hereby agree and acknowledge that, for the purposes of the interpretation or construction of this Lease and its riders, exhibits, etc., neither party signatory shall be deemed or considered to be the drafter of the Lease, its riders, exhibits, etc., it being the intention of the parties that any interpretation and/or construction of the same be made by a court of competent jurisdiction without regard to the history of the drafting, or to the drafter(s), of the same.

10.23 WI-FI Access. Lessee shall have the right to install a wireless intranet, Internet, and communications network (also known as "**Wi-Fi**") within the Premises for the use of Lessee and its employees, clients and/or customers (the "**Network**") subject to this clause and all the other clauses of this Lease as are applicable.

Lessee shall not solicit, suffer, or permit other Lessees or occupants of the Building to use the Network or any other communications service, including, without limitation, any wired or wireless Internet service that passes through, is transmitted through, or emanates from the Premises.

Lessee agrees that Lessee's communications equipment and the communications equipment of Lessee's service providers and contractors located in or about the Premises or installed in the Building to service the Premises including, without limitation, any antennas, switches, or other equipment (collectively, "**Lessee's Communications Equipment**") shall be of a type and, if applicable, a frequency that will not cause radio frequency, electromagnetic, or other interference to any other party or any equipment of any other party including, without limitation, Lessor, other Lessees, or occupants of the Building or any other party. In the event that Lessee's Communications Equipment causes or is believed to cause any such interference, upon receipt of notice from Lessor of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference is not eliminated within 24 hours (or a shorter period if Lessor believes a shorter period to be appropriate) then, upon request from Lessor, Lessee shall shut down the Lessee's Communications Equipment pending resolution of the interference, with the exception of intermittent testing, upon prior notice to and with the approval of Lessor.

Lessee acknowledges that Lessor has granted and/or may grant lease rights, licenses, and other rights to various other Lessees and occupants of the Building and to telecommunications service providers.

10.24 United States Treasury Compliance. The Lessee warrants and represents to the Lessor that Lessee does not operate under any other name and that the Lessee does not have any affiliates or

subsidiaries at the Premises except as follows: _____
_____.

The Lessee warrants and represents to the Lessor that the Lessee and each of the Lessees' subsidiaries or affiliates are not listed on The United States Treasury Department's Office of Foreign Assets Control's list of specially Designated Nationals and Blocked Persons.

10.25 Warranty of Authority to Execute. Lessee and the individual executing this Lease hereby warrant and represent has executed this Lease on behalf of the Lessee is duly authorized to bind the Lessee to this Lease, and that all necessary corporate or partnership actions have been taken to make this Lease a binding obligation of the Lessee.

10.26 Building Contaminants. To prevent the contamination, growth, or deposit of any mold, mildew, bacillus, virus, pollen, or other micro-organism (collectively, "**Biologicals**") and the deposit, release or circulation of any indoor contaminants including emissions from paint, carpet and drapery treatments, cleaning, maintenance and construction materials and supplies, pesticides, pressed wood products, insulation, and other materials and products (collectively with Biologicals, "**Contaminants**") that could adversely affect the health, safety or welfare of any Lessee, employee, or other occupant of the Building or their invitees (each, an "**Occupant**"), Lessee shall, at Lessee's sole cost and expense, at all times during the term hereof (1) operate the Premises in such a manner to reasonably prevent or minimize the accumulation of stagnant water and moisture in planters, kitchen appliances and vessels, carpeting, insulation, water coolers, and any other locations where stagnant water or moisture could accumulate, and (2) otherwise operate the Premises to prevent the generation, growth, deposit, release or circulation of any Contaminants.

ARTICLE XI - OPTION TO RENEW

11.01. Provided Lessee is not in default beyond any applicable grace or cure periods of any of the terms and conditions of the Lease at the Commencement of the renewal term or at the time the Option Notices are given, Lessee shall have an option to extend the original term of the Lease for five (5) years. The following are the terms of the Option:

i) In order for Lessee to exercise the Option and extend the Lease for an additional five (5) year period ("**Option Period**"), Lessee must provide Lessor with written notice of its intention to so extend the Lease Term, with written notice to be delivered to Lessor's office at any time prior to the ninth (9th) month preceding the expiration of the term but no sooner than twelfth (12) months preceding the expiration of the term, time being of the essence. If Lessee fails to timely exercise the Option in accordance with this paragraph on or before the ninth (9th) month preceding the expiration of the Term, the exercise of the Option shall be deemed to have been waived by Lessee. Any notice received by Lessor from Lessee exercising the Option prior to the twelfth month preceding the expiration of the original term, shall be null and void.

ii) The Option, if any, shall be upon, and subject to, all of the terms, covenants and conditions provided in the Lease for the original term hereof, except that the Minimum Base Rent shall be modified as provided below.

iii) Base Rent as of the commencement of the Option Period shall be equal the fair market rental value of the Demised Premises (“**FMV**”). The FMV shall be determined pursuant to the following:

(a) Promptly upon Lessee’s notice to exercise its option, the parties shall attempt to mutually agree upon the FMV of the Demised Premises for the Option Period.

(b) If Lessor and Lessee shall fail to agree upon a final and binding FMV within ninety (90) days prior to the expiration of the initial Term of the Lease, Lessor shall promptly submit base rental figures to Lessee in writing which Lessor believe represents the FMV of the Demised Premises as of the expiration of the initial Term of the Lease (“**Lessor’s Notice**”). If Lessee agrees with Lessor’s figures Lessee shall confirm same in writing to Lessor that such base rental figures are acceptable and such figures shall then automatically become the Base Rent as of the commencement of the Option Period. In the event Lessee disagrees with the base rental figures contained in Lessor’s Notice then Lessee may commence arbitration by making written demand to Lessor (“**Lessee’s Notice**”) within fifteen (15) days of Lessee’s receipt of Lessor’s Notice. Lessee’s Notice shall contain a statement of the question to be arbitrated i.e. what the fair market value of the Base Rent for the Premises as of the commencement of the Option Period. Lessor and Lessee shall then mutually designate an arbitrator whose determination of Fair Market Value (which shall be either the FMV proposed by Lessor in the Lessor’s Notice or the FMV proposed by Lessee in Lessee’s Notice, but no other amount) shall be final and binding upon Lessor and Lessee.

(c) If Lessor and Lessee shall fail to agree upon the choice of such arbitrator within ten (10) days after Lessor shall have received Lessee’s Notice, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction to designate an arbitrator. The arbitrator shall be an impartial real estate broker or consultant who is MAI certified by the Appraisal Institute and who shall have had at least fifteen (15) years’ continuous experience in the business of appraising or managing retail real estate or acting as a real estate agent or broker.

(d) The arbitrator shall conduct such hearings and investigations as he may deem appropriate and shall, within thirty (30) days after his designation, determine which of the two (2) proposals shall be the FMV, and that choice by the arbitrator shall be binding upon Lessor and Lessee, provided that the arbitrator shall not have the power to add to, modify, or change any of the provisions of this Lease. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Clause, and the parties shall share equally all other expenses and fees of any such arbitration.

(e) If for any reason the FMV shall not have been determined prior to the commencement of the Option Period, then, the Base Rent payable for and during term after the commencement of the Option Period shall be equal to the Base Rent for immediately preceding twelve-month period. If, upon final determination of the FMV, it shall have been determined that the Base Rent payable for and during the Option Period shall be equal to the FMV Rent:

(i) Proposed by Lessor, then the Base Rent shall be due and payable in the amounts proposed by Lessor; or

(ii) Proposed by Lessee, then an appropriate adjustment to the Basic Rental shall be made reflecting such final determination, and Lessor shall refund to Lessee any overpayment in Lessee's payment of Base Rent from commencement of the Option Period to the date of such final determination.

(f) The decision of the arbitrators will be final and non-appealable, and may be enforced according to the laws of the State of Ohio.

ARTICLE XII - OPTION TO EXPAND

12.01. Provided the Lessee is not in default under this Lease beyond any applicable grace or cure period, Lessee shall have a one-time right of first offer to lease the remaining portion of Suite 4171, consisting of approximately 4,322 square feet, and Suite 4161, consisting of approximately 4,827 square feet, at the Project, previously occupied by another lessee when it becomes available for lease during the Term (the "**Expansion Space**"), subject to the following terms and conditions:

- a) After the date on which the Expansion Space becomes available for leasing, Lessor shall deliver to Lessee a notice offering such space to Lessee (the "**Expansion Availability Notice**"). Such Expansion Availability Notice shall include: (1) the base or monthly rent to apply to the Expansion Space, which shall enclose the monthly rent during the remainder of the Term; (2) a statement as to whether the Lessor will offer any allowances for space improvements or other similar concessions (including any free rent); (3) the date on which the Lessee may occupy such Expansion Space, which shall be the commencement date as to the Lease of the Expansion Space. Such commencement date, in any event, shall not be until the later of (i) the date the existing lessee vacates and surrenders the Expansion Space, or (ii) the expiration of such ten (10) business day period after the Lessee's receipt of the Expansion Availability Notice; and (4) any other important terms upon which the Lessor is offering the Expansion Space to the Lessee.
- b) In order to exercise its rights under this section, Lessee must give Lessor written notice of its election to accept the offer (the "**Expansion Acceptance Notice**") within fifteen (15) business days after receiving the Expansion Availability Notice.
- c) If Lessee timely accepts the Lessor's offer in accordance with subsection (b) above, then Lessee's leasing of the Expansion Space shall be under all terms of the Lease for the remainder of the Term, as supplemented by the terms of the Expansion Availability Notice, and except that (i) the Base Rent shall be as determined in accordance with the provisions above, and (ii) the fraction used for Lessee's proportionate share of CAM, Taxes, and Insurance (and any other calculation predicated on the Premises' share of space at the Project) shall be increased

proportionately to reflect the addition of the Expansion Space to the Premises. Furthermore, within fifteen (15) days after the Expansion Acceptance Notice, the parties shall execute a written amendment to the Lease describing the addition of the Expansion Space to the Premises and setting forth the foregoing changes to the Lease. The Term for the Expansion Space shall coincide with the Term of this Lease.

- d) If Lessee fails to give notice accepting the Lessor's offer by the time required above, or if at the time Lessee accepts such offer or at the time Lessee's lease of the Expansion Space becomes effective the Lessee is in default of any term of this Lease (past any applicable notice and grace period), or if the Lease is assigned by Lessee or the Premises has been sublet in whole or in part, then Lessee's right of first offer provided in this Section shall be automatically terminated and of no further force or effect, and Lessor shall have the right to lease the Expansion Space to any parties and upon any terms it sees fit.


- e) This is a one-time offer during the Term only and if the Lessee does not timely exercise its right of first offer to lease the Expansion Space, as provided above, then it shall not apply to the extent the Expansion Space subsequently becomes available or vacant during the Initial Term.

[SIGNATURES ON THE FOLLOWING PAGE]

LESSOR:

ARLINGATE EQUITIES LLC

BY: TIME EQUITIES, INC., AS AGENT

By: 
7CA9E837A4E047B...
Richard Recny
Director of Asset Management

LESSEE:

STARRY, INC.

By: 
Name: Chris Davies
Title: Asst Treasurer

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by **Richard Recny**, the Director of Asset Management for Time Equities, Inc., as agent for **Arlingate Equities LLC**.

Notary Public

My commission expires: _____,

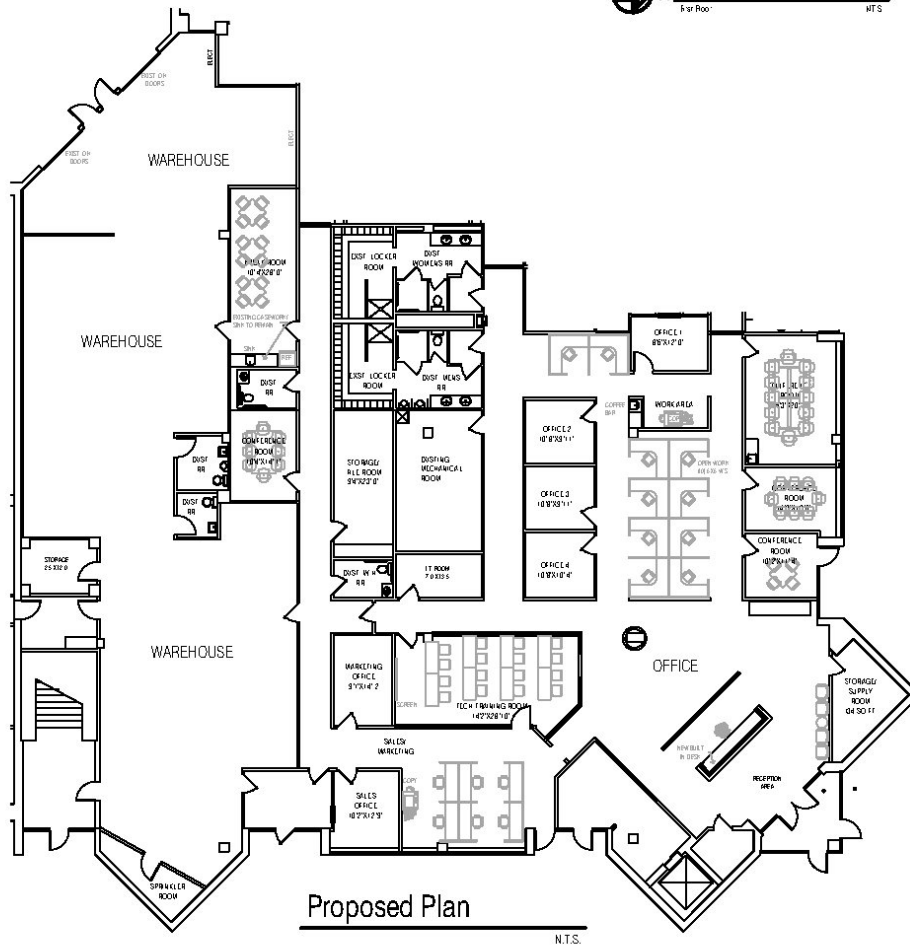
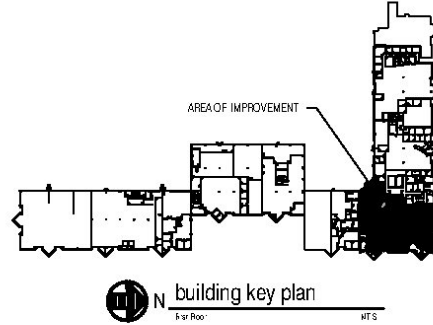
STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, the _____ of Starry, Inc., on behalf of the company.

Notary Public

My commission expires: _____

EXHIBIT A SITE PLAN



Schematic Design For
Prospective Tenant

4163-1471 Arlingate Drive

REVISED 08/26/20

SK-3
20-260

EXHIBIT B
BUILDING RULES AND REGULATIONS

Lessee agrees that it, its agents, employees, invitees and visitors will observe and comply with the following:

1. Lessor agrees to furnish Lessee with two (2) sets of building keys and two (2) sets of suite keys. No additional lock or bolts of any kind will be placed on doors or windows by Lessee nor will any changes be made in existing locks or the mechanism thereof without Lessor's prior written permission. Lessee will, upon termination of its tenancy, return all keys to Lessor. If a lock is to be changed, Lessee shall contact Lessor and Lessor shall make said change at Lessee's expense.
2. Intentionally omitted.
3. No Lessee shall, at any time, occupy any part of the Building as sleeping or lodging quarters.
4. Except in accordance with applicable laws, Lessee shall not place, install or operate on the Premises or in any part of the Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any inflammable, explosive, or hazardous material without the prior written consent of Lessor.
5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from Lessee's area or public restrooms regardless of whether such loss occurs when area is locked against entry or not.
6. No bicycles, vehicles or animals (other than service animals) of any kind shall be brought into or kept in or about the Building.
7. Lessee shall not contract with Lessor's employees to render services of any kind.
8. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied or thrown into these areas, or such areas be used at any time except for access or egress by Lessee, Lessee's agents, employees or invitees.
9. No person shall unreasonably disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noise.
10. No awnings or other projections shall be attached to the outside walls of the Building and no curtains, blinds, shades or screens will be used in connection with any window of the Premises without the written consent of Lessor.

11. No advertisement or other lettering will be exhibited, inscribed, painted or affixed on the outside or inside of the Building without the written consent of Lessor. In the event of the violation of the foregoing, Lessor may remove same without any liability and at the expense of Lessee. Interior signs on doors will be painted or affixed by Lessor at the expense of Lessee and shall be of a size, color and style acceptable to Lessor.
12. No space in the Building will be used for any other use in violation of any governmental ordinances, rules or regulations.
13. The requirements of Lessee will be attended to only upon notification of Lessor's agents.
14. Canvassing, soliciting and peddling in the Building is prohibited and Lessee shall cooperate to prevent the same.
15. No recreation vehicle of any type (i.e. bus, mobile home, boat, camper, trailer, etc.) shall be parked in the parking lot surrounding the Building. In the event of violation of the foregoing, Lessor may remove same without any liability and at the expense of Lessee.
16. Lessee shall notify Lessor's agent of its intent to park any passenger vehicle in the parking area surrounding the Building for longer than forty-eight (48) hours. In notifying Lessor's agent, Lessee shall provide a description of the vehicle, i.e. make, model, color and license number, and the approximate length of time said vehicle will be on the Premises. No vehicle shall remain on the Premises longer than seven (7) days.
17. Lessee shall be responsible for the cleanliness of the area in front of and behind the Premises. If said area becomes cluttered with debris, trash, etc., Lessee is responsible for removing same.
18. Lessee shall not store materials of any kind in front of or behind the Premises without Lessor's prior written consent. In the event of violation of the foregoing, Lessor may remove same without liability and at Lessee's expense.

It is the Lessor's desire to maintain in the Building the highest standard of dignity and good taste consistent with comfort and convenience for Lessees. Any action or condition not meeting this high standard should be reported directly to Lessor. Your cooperation will be mutually beneficial and sincerely appreciated. The Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment may, from time to time, be needful, for the safety, care and cleanliness of the leased premises, and for the preservation of good order therein.

EXHIBIT C
DESCRIPTION OF LESSOR'S WORK

PLANS AND SPECIFICATIONS
OFFICE RENOVATION
4163 ARLINGATE
COLUMBUS, OHIO

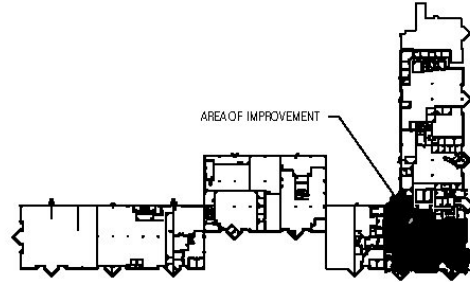
WORK TO BE PERFORMED BY INTEGRATED CONSTRUCTION GROUP, LTD.

The following is Integrated Construction Group's list of construction specifications as per the space plan drawing attached. Total S.F. is 11,984 RSF (SEE ATTACHED DRAWING).

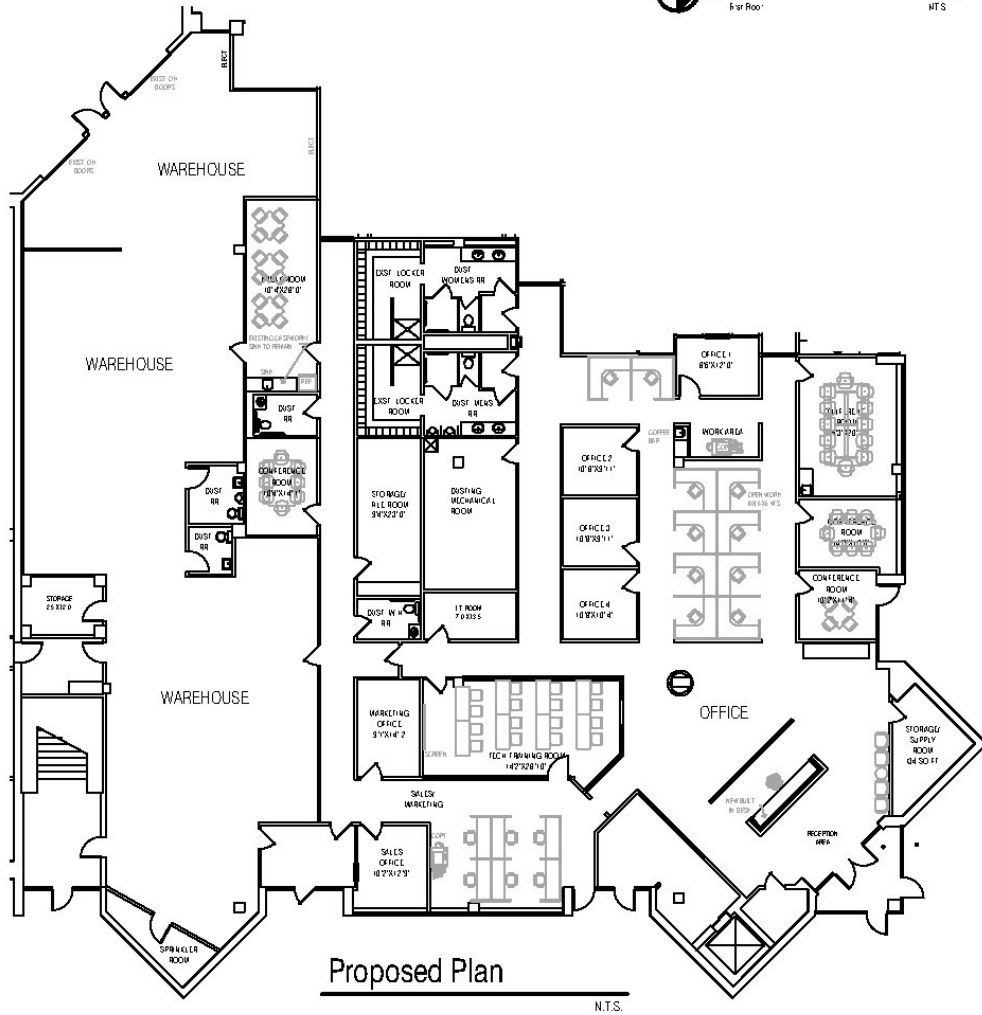
1. Provide and install new standard partitions as noted on drawings. All interior walls are to be constructed from floor to ceiling and insulated.
2. Replace any damaged ceiling tiles with new (approx. 5%). Also, rework grid affected by demolition and where grid and tile previously removed.
3. Paint all walls using 1 primer and 2 finish coats (color by tenant) using Sherwin Williams paint (1 primary color and 1 accent color).
4. Provide and install new building standard flooring in the new office areas only. We will leave the existing VCT in the current warehouse area.
5. Provide and install base throughout (color by tenant – see attached specs).
6. Existing HVAC to remain as is. We will rework supply and return areas as needed.
7. Provide and install the following electrical.
 - Demo as needed for the new layout.
 - 7 standard light switches with o.s.
 - 12 standard receptacles.
 - 6 Dedicated power feed to dishwasher.
 - Rework exit and emergency lights.
 - 2 new conference room floor receptacle (see alternate)
 - 15 new warehouse LED pendant lights.
 - Relocate and repair existing lights as needed for the new layout.
 - All low voltage data/communications by others.
8. Relocate existing reception desk (laminated countertop).
9. Cap off existing plumbing for the new layout.
10. All Architectural and Engineering fees for construction drawings are included.
11. All work completed during normal working hours.
12. All low voltage cabling by others.

13. Relocate existing doors, frames and hardware for the new layout.
14. Rework existing sprinkler system for the new warehouse areas where the ceiling grid and tile is removed.
15. Provide and install 1 standard dishwasher and refrigerator.
16. We will provide an on-site dumpster for removal of all debris.
17. Existing exterior window blinds to remain as-is.
18. ICG will provide a detailed construction schedule once project is released.

September 9, 2020
William E. Lewis



building key plan
F or Floor N.T.S.



Schematic Design For
Prospective Tenant

4163-1471 Arlingtate Drive

REVISED 08/26/20

SK-3

20-260

TITLE	Arlingate Executable Lease
FILE NAME	Starry, Inc. - 20....27.2020 (1).docx
DOCUMENT ID	3ca3ba21d7de50f3bac4f2bb06e8f8b0a8a0440e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 28 / 2020

19:12:24 UTC

Sent for signature to Chris Davies (cdavies@starry.com) from frisch@t3advisors.com
IP: 73.60.111.123



VIEWED

10 / 29 / 2020

21:56:51 UTC

Viewed by Chris Davies (cdavies@starry.com)
IP: 66.31.128.3



SIGNED

10 / 29 / 2020

22:02:05 UTC

Signed by Chris Davies (cdavies@starry.com)
IP: 66.31.128.3

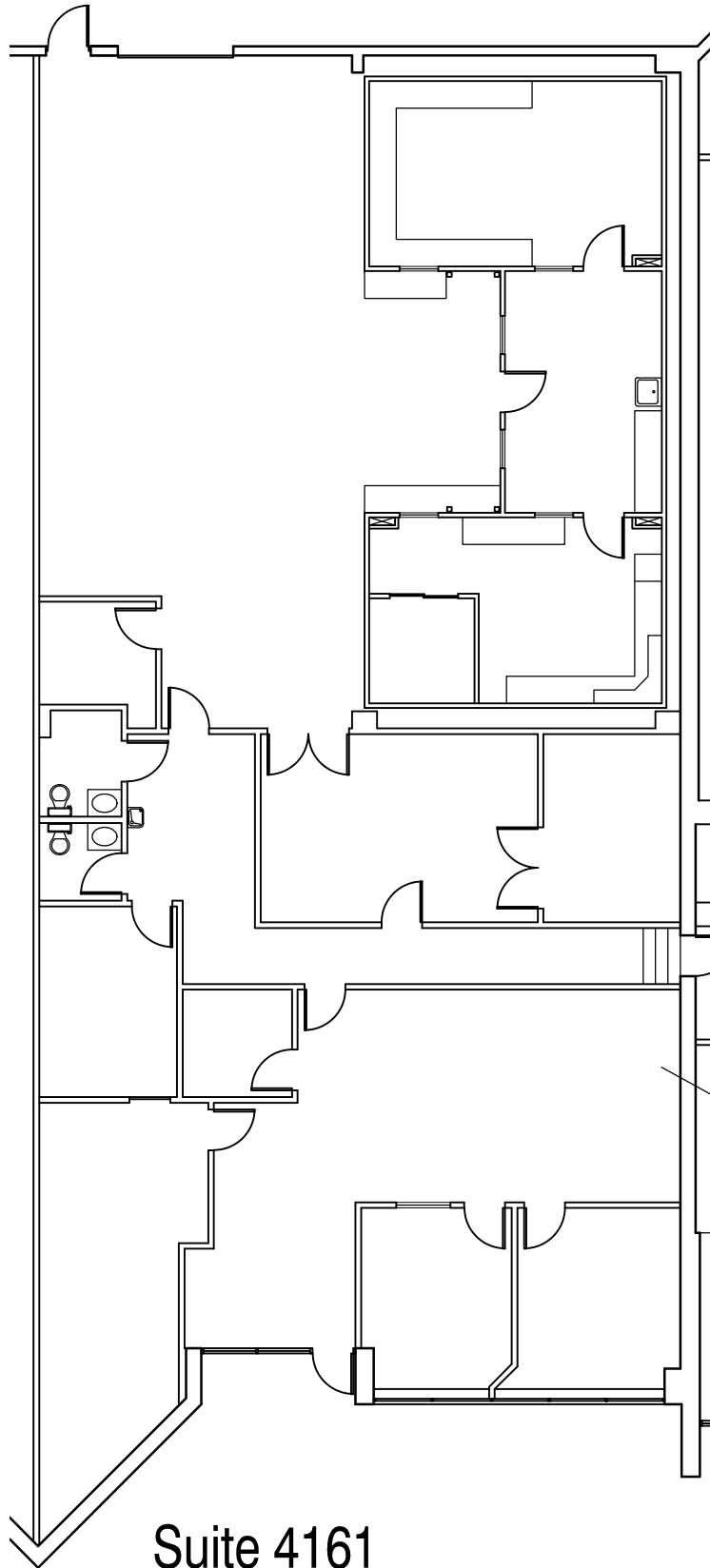


COMPLETED

10 / 29 / 2020

22:02:05 UTC

The document has been completed.



CD

Suite 4161

Arlingate Plaza
4,827 S.F.

N.T.S.

LICENSE AGREEMENT
(Temporary Occupancy)

LICENSE AGREEMENT (the "License Agreement"), made as of this 24 day of October, 2020 (the "Effective Date") by and between **Arlingate Equities LLC** (the "Licensor"), a Delaware limited liability company, with an address at c/o Time Equities, Inc., 55 Fifth Avenue, 15th Floor, New York, NY 10003, and **Starry, Inc.** (the "Licensee"), a Delaware corporation, having an address at 38 Chauncy Street, Boston, MA 02111.

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee the right and privilege to use the approximately 4,827 square feet known as Suite 4161 as set forth on Exhibit "A" attached hereto (the "Premises" or "Demised Premises") in the building located at Arlingate Plaza, 4163-4171 Arlingate Plaza, Columbus, Franklin County, State of Ohio 43228 (the "Building").
2. **CONSIDERATION.** For and in consideration of said license, Licensee shall pay to Licensor rent in the amount of One Hundred Five and 80/100 Dollars (\$105.80) per day (the "Rent"). Notwithstanding the foregoing, the Rent Commencement Date shall be the Commencement Date (the "Rent Commencement Date").
3. **DURATION.** The term of this License Agreement shall commence on October 26, 2020 (the "Commencement Date") and shall terminate on the date that Licensor notifies Licensee that "Lessor's Work" is "Substantially Complete" (as such terms are defined in that certain Lease of even date herewith by and between Licensor and Licensee for permanent premises in the Building) (the "Termination Date"), unless sooner terminated for Licensee's breach of this License Agreement. On or before five (5) days after the Termination Date, the Licensee shall vacate the Premises and leave the same in broom clean condition and in the same condition as of the date hereof, normal wear and tear excepted. As of the Termination Date, the Licensee shall leave the Premises free of all tenancies, license agreements, and sublicense agreements. The Licensee shall pay all Rent and additional rent due through and including the Termination Date, but shall not be obligated to pay any Rent or additional rent for the first five (5) days thereafter, after which time Licensee shall be liable for holdover damages as set forth in paragraph 4 below.
4. **HOLDOVER.** Licensee agrees that if possession of the Demised Premises is not surrendered to Licensor within five (5) days after the Termination Date or sooner termination of this License Agreement, in addition to any other rights or remedies Licensor may have hereunder or at law, Licensee shall pay to Licensor for each day during which Licensee holds over in the Demised Premises after the Termination Date or sooner termination of this License Agreement, a sum equal to 200% of the Rent. Nothing herein contained shall be deemed to permit Licensee to retain possession of the Demised Premises after the Termination Date (except as set forth in paragraph 3 above) or sooner termination of this License Agreement, and no acceptance by Licensor of payments from Licensee after the Termination Date shall be deemed to be other than on account of the amount to be paid by Licensee in accordance with the provisions of this Paragraph 4,

which provisions shall survive the Termination Date or sooner termination of this License Agreement.

5. Intentionally Omitted.
6. **USE.** Licensee shall use the Premises solely as office and warehouse space, and shall be in compliance with all local, state, and federal laws, rules, regulations, codes, and ordinances.
7. **INDEMNIFICATION.** Licensee shall indemnify and hold Licensor, its employees, and agents harmless against and from any and all claims and expenses for damage to property or injury to third parties resulting or arising from Licensee's use or occupancy of the Premises unless such damage to property or injury to third parties results or arises from Licensor's proven negligence.
8. **NO ASSIGNMENT.** Licensee shall not assign its rights under this License Agreement or sublet all or any portion of the Premises.
9. **TERMINATION.** Any breach or failure on the part of Licensee to fulfill any part of this License Agreement which is not cured within ten (10) days after notice from Licensor shall give Licensor the privilege of canceling this License Agreement upon one (1) day prior notice to Licensee.
10. **SECURITY DEPOSIT.** Licensee has deposited with Licensor the sum of Zero and 00/100 Dollars (\$0.00) as security for the faithful performance by Licensee of the terms, provisions, and conditions of this License Agreement. Provided that the Licensee fully and faithfully complies with all of the terms, provisions, and conditions of this License Agreement, the security deposit shall be returned to Licensee after the Termination Date and after delivery of possession of the Premises to Licensor and an inspection and full accounting by Licensor indicating Licensee's full compliance with all of the terms and conditions of this License Agreement. Licensee covenants that it will not assign or encumber the monies deposited herein as security.
11. **WAIVER OF SUBROGATION.** The Licensor and Licensee hereby waive, on behalf of themselves and their insurer, all rights of subrogation and claims against the other party for all loss or damage arising out of perils insured against by standard fire and extended coverage insurance.
12. **INSURANCE.** Licensee shall maintain commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence, \$2,000,000 general aggregate, covering liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury, liquor liability (if applicable), and liability assumed under an insured contract. Licensor, managing agent (currently Cushman & Wakefield, Inc.), and Time Equities, Inc. shall be included as additional insured on a primary and noncontributory basis. Licensee waives all rights against Licensor and its agents, officers, directors and employees for recovery of damages to the

extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this paragraph Workers Compensation Insurance. Licensee shall maintain workers compensation in the applicable statutory amount and employers liability insurance in amount not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. To the extent allowable by the applicable state law, Licensee waives all rights against Licensor and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance maintained pursuant to this paragraph. Licensee shall obtain a waiver of subrogation endorsement to effect this waiver Evidence of Insurance. Prior to taking occupancy, Licensee shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Licensee shall provide for 10 days' written notice to Licensor prior to the cancellation or material change of any insurance referred to therein. All required insurance shall be placed with insurers licensed to do business in the State of Ohio and holding an AM Best Rating of no less than A-, VIII.

- 13. REPAIRS AND MAINTENANCE.** Licensee accepts possession of the Premises in its "as is" state, except that Licensor shall deliver the Premises with the HVAC and lighting systems in working order. Licensee, at its sole cost and expense, shall be responsible for all maintenance, repairs, replacements, and improvements to the Premises other than those caused by the Licensor's negligence or willful act or omission and the Licensee shall, at its sole cost and expense, provide all cleaning, rubbish removal, and light bulb replacement for the Premises. This License Agreement shall be governed by the laws of the State of Ohio.
- 14. LIENS.** Licensee shall not permit any liens to be filed against the Premises on account of the furnishing of any labor, material, or supplies, or for any other cause or reason. In the event liens are filed, then Licensee shall promptly cause the same to be released, bonded or satisfied in full within ten (10) days of the date of such filing.
- 15. UTILITIES.** The Licensee shall arrange, apply for, and pay all utilities for the Premises during the term of this License Agreement.
- 16. ACCESS TO PREMISES.** Licensor shall have access to the Premises at all reasonable times during Licensee's normal business hours and upon not less than 24 hours' prior notice (except in the event of emergency), to enable Licensor: (i) to examine the same and to make such repairs, additions, and alterations as Licensor may be permitted to make hereunder, (ii) to place advertising on the Premises, and/or (iii) to show the Premises to prospective licensees, mortgagees, and purchasers.
- 17. HAZARDOUS MATERIALS.** Licensee agrees not to maintain, keep, store, or permit the maintenance or storage of any dangerous, flammable, or hazardous material on the Premises (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety

rules and regulations, provided such compliance does not require Licensee to install or modify any fire protection, fire detection, or fire alarm systems in the Premises. Any such installations or modifications shall be the sole responsibility of the Licensor, unless any such installation or modification is required as a result of any particular use of the Premises by Licensee.

- 18. BROKERS.** Licensee warrants that it has had no dealings with any real estate broker or agent in connection with the negotiations of this License Agreement except as listed below, and that it knows of no other real estate broker or agent that it has had dealings with who is or might be entitled to a commission in connection with this License Agreement and Licensee agrees to indemnify and hold Lessor harmless from and against any and all claims for any such commissions except as follows: Cushman & Wakefield and JLL/T3 Advisors.
- 19. COMPLETENESS.** This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by both parties hereto.
- 20. EXECUTORY AUTHORITY.** Each party executing this License Agreement hereby represents and warrants that the individual executing this License Agreement on behalf of such party has full power and authority to bind such party to the terms hereof.
- 21. COUNTERPARTS.** This License Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this License Agreement

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXHIBIT "A"
DEMISED PREMISES

TITLE	Arlingate Executable License Agreement
FILE NAME	Suite 4161 ...ace (1).pdf and 1 other
DOCUMENT ID	cbebba82470f5a318209a722edce462b38358e1f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 23 / 2020

16:49:06 UTC

Sent for signature to Chris Davies (cdavies@starry.com) from frisch@t3advisors.com
IP: 73.60.111.123



VIEWED

10 / 24 / 2020

14:35:18 UTC

Viewed by Chris Davies (cdavies@starry.com)
IP: 66.31.128.3



SIGNED

10 / 24 / 2020

14:37:05 UTC

Signed by Chris Davies (cdavies@starry.com)
IP: 66.31.128.3



COMPLETED

10 / 24 / 2020

14:37:05 UTC

The document has been completed.

CM Receivables Ledger

Building	Lease	Date	Cat	Description	Src	Description	Debit	Credit	Balance	Receipt Desc	Invoice	Rcpt Type
ARLIN- 004582			Starry				Accounts Payable			Master Occp Id: Starry-1		
Balance Forward									808.47			
ARLIN	004582	1/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T1/31/2023 @R	3,614.00		4,422.47		653832	
ARLIN	004582	1/1/2023	RNT	Base Rent	CH	AUTOCHRG @T1/31/2023 @R	8,488.67		12,911.14		653832	
ARLIN	004582	1/4/2023	CAM	Common Area Maintena	CR	Receipt		3,614.00	9,297.14	a010423	653832	EFT
ARLIN	004582	1/4/2023	RNT	Base Rent	CR	Receipt		8,488.67	808.47	a010423	653832	EFT
ARLIN	004582	1/23/2023	CAM	Common Area Maintena	PR	January Charges Update	3,614.00		4,422.47	A010423	654376	EFT
ARLIN	004582	1/23/2023	CAM	Common Area Maintena	CH	January Charges Update	2,132.46		6,554.93		654376	
ARLIN	004582	1/23/2023	CAM	Common Area Maintena	NC	January Charges Update		3,614.00	2,940.93		654376	
ARLIN	004582	1/23/2023	CAM	Common Area Maintena	CR	Receipt		2,132.46	808.47	b010423	654376	EFT
ARLIN	004582	1/23/2023	INS	Insurance	CR	Receipt		180.50	627.97	b010423	654376	EFT
ARLIN	004582	1/23/2023	INS	Insurance	NC	January Charge Fix		163.20	464.77		654376	
ARLIN	004582	1/23/2023	INS	Insurance	CH	January Charges Update	343.90		808.67		654376	
ARLIN	004582	1/23/2023	RET	Real Estate Taxes	CH	January Charges Update	2,476.08		3,284.75		654376	
ARLIN	004582	1/23/2023	RET	Real Estate Taxes	NC	January Charge Fix		1,175.04	2,109.71		654376	
ARLIN	004582	1/23/2023	RET	Real Estate Taxes	CR	Receipt		1,301.04	808.67	b010423	654376	EFT
ARLIN	004582	1/23/2023	RNT	Base Rent	CR	Receipt		8,488.67	-7,680.00	b010423	653832	EFT
ARLIN	004582	1/23/2023	RNT	Base Rent	PR	January Charges Update	8,488.67		808.67	A010423	654376	EFT
ARLIN	004582	2/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T2/28/2023	2,132.46		2,941.13		654848	
ARLIN	004582	2/1/2023	INS	Insurance	CH	AUTOCHRG @T2/28/2023	180.70		3,121.83		654848	
ARLIN	004582	2/1/2023	RET	Real Estate Taxes	CH	AUTOCHRG @T2/28/2023	1,301.04		4,422.87		654848	
ARLIN	004582	2/1/2023	RNT	Base Rent	CH	AUTOCHRG @T2/28/2023	8,488.67		12,911.54		654848	
ARLIN	004582	2/3/2023	CAM	Common Area Maintena	CR	Receipt		2,132.46	10,779.08	a020323	654848	EFT
ARLIN	004582	2/3/2023	INS	Insurance	CR	Receipt		180.70	10,598.38	a020323	654848	EFT
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ARLIN	004582	2/3/2023	RET	Real Estate Taxes	CR	Receipt		1,301.04	9,297.14	a020323	654848	EFT
ARLIN	004582	2/3/2023	RNT	Base Rent	CR	Receipt		8,488.67	808.47	a020323	654848	EFT
ARLIN	004582	2/3/2023	UTL	Utilities	CR	Receipt		808.47	0.00	a020323	654376	EFT
ARLIN	004582	2/9/2023	BB	Billed Expenses	CH	073 kWh	1,029.44		1,029.44		655609	
ARLIN	004582	2/20/2023	CAM	Common Area Maintena	NC	01 & 02 CAM Corrections		31.42	998.02		655609	
ARLIN	004582	2/20/2023	INS	Insurance	NC	01 & 02 INS Corrections		93.90	904.12		655609	
ARLIN	004582	2/20/2023	RET	Real Estate Taxes	CH	01 & 02 RET Corrections	0.84		904.96		655609	
ARLIN	004582	3/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T3/31/2023	2,116.75		3,021.71		655740	
ARLIN	004582	3/1/2023	INS	Insurance	CH	AUTOCHRG @T3/31/2023	133.75		3,155.46		655740	
ARLIN	004582	3/1/2023	RET	Real Estate Taxes	CH	AUTOCHRG @T3/31/2023	1,301.46		4,456.92		655740	

CM Receivables Ledger

Building	Lease	Date	Cat	Description	Src	Description	Debit	Credit	Balance	Receipt Desc	Invoice	Rcpt Type
ARLIN	004582	3/1/2023	RNT	Base Rent	CH	AUTOCHRG @T3/31/2023	8,488.67		12,945.59		655740	
ARLIN	004582	3/7/2023	BB	Billed Expenses	CR	Receipt		904.12	12,041.47	a030723	655609	EFT
ARLIN	004582	3/7/2023	BB	Billed Expenses	CR	CreditApply		31.42	12,010.05		655609	APL
ARLIN	004582	3/7/2023	BB	Billed Expenses	CR	CreditApply		93.90	11,916.15		655609	APL
ARLIN	004582	3/7/2023	CAM	Common Area Maintena	CR	Receipt		2,116.75	9,799.40	a030723	655740	EFT
ARLIN	004582	3/7/2023	CAM	Common Area Maintena	PR	CreditApply	31.42		9,830.82		655609	APL
ARLIN	004582	3/7/2023	INS	Insurance	CR	Receipt		133.75	9,697.07	a030723	655740	EFT
ARLIN	004582	3/7/2023	INS	Insurance	PR	CreditApply	93.90		9,790.97		655609	APL
ARLIN	004582	3/7/2023	RET	Real Estate Taxes	CR	Receipt		1,301.46	8,489.51	a030723	655740	EFT
ARLIN	004582	3/7/2023	RET	Real Estate Taxes	CR	Receipt		0.84	8,488.67	a030723	655609	EFT
ARLIN	004582	3/7/2023	RNT	Base Rent	CR	Receipt		8,488.67	0.00	a030723	655740	EFT
ARLIN	004582	3/9/2023	BB	Billed Expenses	CH	851 kWh	1,025.76		1,025.76		656245	
ARLIN	004582	4/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T4/30/2023	2,116.75		3,142.51		656723	
ARLIN	004582	4/1/2023	INS	Insurance	CH	AUTOCHRG @T4/30/2023	133.75		3,276.26		656723	
ARLIN	004582	4/1/2023	RET	Real Estate Taxes	CH	AUTOCHRG @T4/30/2023	1,301.46		4,577.72		656723	
ARLIN	004582	4/1/2023	RNT	Base Rent	CH	AUTOCHRG @T4/30/2023	8,488.67		13,066.39		656723	
ARLIN	004582	4/4/2023	BB	Billed Expenses	CH	03/23 Elec BB	822.23		13,888.62		657243	
ARLIN	004582	4/7/2023	CAM	Common Area Maintena	CR	Receipt		2,116.75	11,771.87	a040723	656723	EFT
ARLIN	004582	4/7/2023	INS	Insurance	CR	Receipt		133.75	11,638.12	a040723	656723	EFT
ARLIN	004582	4/7/2023	RET	Real Estate Taxes	CR	Receipt		1,301.46	10,336.66	a040723	656723	EFT
ARLIN	004582	4/7/2023	RNT	Base Rent	CR	Receipt		8,488.67	1,847.99	a040723	656723	EFT
ARLIN	004582	4/30/2023	BB	Billed Expenses	CH	094 kWh	838.83		2,686.82		658213	
ARLIN	004582	5/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T5/31/2023	2,116.75		4,803.57		657646	
ARLIN	004582	5/1/2023	INS	Insurance	CH	AUTOCHRG @T5/31/2023	133.75		4,937.32		657646	
ARLIN	004582	5/1/2023	RET	Real Estate Taxes	CH	AUTOCHRG @T5/31/2023	1,301.46		6,238.78		657646	
ARLIN	004582	5/1/2023	RNT	Base Rent	CH	AUTOCHRG @T5/31/2023	8,488.67		14,727.45		657646	
ARLIN	004582	5/2/2023	BB	Billed Expenses	CR	Receipt		1,025.76	13,701.69	A050223	656245	EFT
ARLIN	004582	5/2/2023	BB	Billed Expenses	CR	Receipt		822.23	12,879.46	A050223	657243	EFT
ARLIN	004582	5/2/2023	CAM	Common Area Maintena	CR	Receipt		2,116.75	10,762.71	A050223	657646	EFT
ARLIN	004582	5/2/2023	INS	Insurance	CR	Receipt		133.75	10,628.96	A050223	657646	EFT
ARLIN	004582	5/2/2023	RET	Real Estate Taxes	CR	Receipt		1,301.46	9,327.50	A050223	657646	EFT
ARLIN	004582	5/2/2023	RNT	Base Rent	CR	Receipt		8,488.67	838.83	A050223	657646	EFT
ARLIN	004582	5/22/2023	PYR	Prior Year Recoveries	CH	2022 CAM Reconciliation	6,563.94		7,402.77		658755	
ARLIN	004582	6/1/2023	BB	Billed Expenses	CH	755 kWh	309.24		7,712.01		659226	
ARLIN	004582	6/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T6/30/2023	2,116.75		9,828.76		658676	
ARLIN	004582	6/1/2023	INS	Insurance	CH	AUTOCHRG @T6/30/2023	133.75		9,962.51		658676	
ARLIN	004582	6/1/2023	RET	Real Estate Taxes	CH	AUTOCHRG @T6/30/2023	1,301.46		11,263.97		658676	
ARLIN	004582	6/1/2023	RNT	Base Rent	CH	AUTOCHRG @T6/30/2023	8,488.67		19,752.64		658676	

CM Receivables Ledger

Building	Lease	Date	Cat	Description	Src	Description	Debit	Credit	Balance	Receipt Desc	Invoice	Rcpt Type
ARLIN	004582	6/2/2023	BB	Billed Expenses	CR	Receipt		309.24	19,443.40	f060223	659226	EFT
ARLIN	004582	6/2/2023	BB	Billed Expenses	CR	Receipt		838.83	18,604.57	f060223	658213	EFT
ARLIN	004582	6/2/2023	CAM	Common Area Maintena	CR	Receipt		2,116.75	16,487.82	f060223	658676	EFT
ARLIN	004582	6/2/2023	PYR	Prior Year Recoveries	CR	Receipt		1,125.97	15,361.85	f060223	658755	EFT
ARLIN	004582	6/2/2023	RNT	Base Rent	CR	Receipt		8,488.67	6,873.18	f060223	658676	EFT
ARLIN	004582	7/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T7/31/2023	2,116.75		8,989.93			659637
ARLIN	004582	7/1/2023	INS	Insurance	CH	AUTOCHRG @T7/31/2023	133.75		9,123.68			659637
ARLIN	004582	7/1/2023	RET	Real Estate Taxes	CH	AUTOCHRG @T7/31/2023	1,301.46		10,425.14			659637
ARLIN	004582	7/1/2023	RNT	Base Rent	CH	AUTOCHRG @T7/31/2023	8,488.67		18,913.81			659637
ARLIN	004582	7/5/2023	CAM	Common Area Maintena	CR	Receipt		2,116.75	16,797.06	f070523	659637	EFT
ARLIN	004582	7/5/2023	INS	Insurance	CR	Receipt		133.75	16,663.31	f070523	659637	EFT
ARLIN	004582	7/5/2023	INS	Insurance	CR	Receipt		133.75	16,529.56	f070523	658676	EFT
ARLIN	004582	7/5/2023	PYR	Prior Year Recoveries	CR	Receipt		4,002.76	12,526.80	f070523	658755	EFT
ARLIN	004582	7/5/2023	RET	Real Estate Taxes	CR	Receipt		1,301.46	11,225.34	f070523	659637	EFT
ARLIN	004582	7/5/2023	RET	Real Estate Taxes	CR	Receipt		1,301.46	9,923.88	f070523	658676	EFT
ARLIN	004582	7/5/2023	RNT	Base Rent	CR	Receipt		8,488.67	1,435.21	f070523	659637	EFT
ARLIN	004582	8/1/2023	CAM	Common Area Maintena	CH	AUTOCHRG @T8/31/2023	2,116.75		3,551.96			660526
ARLIN	004582	8/1/2023	INS	Insurance	CH	AUTOCHRG @T8/31/2023	133.75		3,685.71			660526
ARLIN	004582	8/1/2023	RET	Real Estate Taxes	CH	AUTOCHRG @T8/31/2023	1,301.46		4,987.17			660526
ARLIN	004582	8/1/2023	RNT	Base Rent	CH	AUTOCHRG @T8/31/2023	8,488.67		13,475.84			660526
ARLIN	004582	8/2/2023	CAM	Common Area Maintena	CR	Receipt		2,116.75	11,359.09	b080223	660526	EFT
ARLIN	004582	8/2/2023	INS	Insurance	CR	Receipt		133.75	11,225.34	b080223	660526	EFT
ARLIN	004582	8/2/2023	RET	Real Estate Taxes	CR	Receipt		1,301.46	9,923.88	b080223	660526	EFT
ARLIN	004582	8/2/2023	RNT	Base Rent	CR	Receipt		8,488.67	1,435.21	b080223	660526	EFT

Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
BB Billed Expenses	0.00	0.00	4,025.50	4,025.50	0.00	0.00	0.00	
CAM Common Area Maintenance	2,116.75	0.00	20,579.42	16,934.00	3,645.42	0.00	0.00	
INS Insurance	133.75	0.00	1,327.10	1,070.00	257.10	0.00	0.00	
PYR Prior Year Recoveries	0.00	0.00	6,563.94	5,128.73	0.00	0.00	1,435.21	
RET Real Estate Taxes	1,301.46	0.00	11,586.72	10,411.68	1,175.04	0.00	0.00	
RNT Base Rent	8,488.67	0.00	67,909.36	67,909.36	0.00	0.00	0.00	
UTL Utilities	0.00	808.47	0.00	808.47	0.00	0.00	0.00	
Total:	12,040.63	808.47	111,992.04	106,287.74	5,077.56	0.00	1,435.21	10,995.32

CM Receivables Ledger

Building	Lease	Date	Cat	Description	Src	Description	Debit	Credit	Balance	Receipt Desc	Invoice	Rcpt Type
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Totals Arlingate Equities (BLDG: ARLIN)												
Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal				
BB	Billed Expenses	0.00	0.00	4,025.50	4,025.50	0.00	0.00	0.00				
CAM	Common Area Maintenance	2,116.75	0.00	20,579.42	16,934.00	3,645.42	0.00	0.00				
INS	Insurance	133.75	0.00	1,327.10	1,070.00	257.10	0.00	0.00				
PYR	Prior Year Recoveries	0.00	0.00	6,563.94	5,128.73	0.00	0.00	1,435.21				
RET	Real Estate Taxes	1,301.46	0.00	11,586.72	10,411.68	1,175.04	0.00	0.00				
RNT	Base Rent	8,488.67	0.00	67,909.36	67,909.36	0.00	0.00	0.00				
UTL	Utilities	0.00	808.47	0.00	808.47	0.00	0.00	0.00				
BLDG Total:		12,040.63	808.47	111,992.04	106,287.74	5,077.56	0.00	1,435.21	10,995.32			

Grand Totals:												
Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal				
BB	Billed Expenses	0.00	0.00	4,025.50	4,025.50	0.00	0.00	0.00				
CAM	Common Area Maintenance	2,116.75	0.00	20,579.42	16,934.00	3,645.42	0.00	0.00				
INS	Insurance	133.75	0.00	1,327.10	1,070.00	257.10	0.00	0.00				
PYR	Prior Year Recoveries	0.00	0.00	6,563.94	5,128.73	0.00	0.00	1,435.21				
RET	Real Estate Taxes	1,301.46	0.00	11,586.72	10,411.68	1,175.04	0.00	0.00				
RNT	Base Rent	8,488.67	0.00	67,909.36	67,909.36	0.00	0.00	0.00				
UTL	Utilities	0.00	808.47	0.00	808.47	0.00	0.00	0.00				
Grand Totals:		12,040.63	808.47	111,992.04	106,287.74	5,077.56	0.00	1,435.21	10,995.32			

Arlingate Equities
 Arlingate Equities LLC c/o Colliers
 Two Miranova Place
 Columbus, OH 43215

INVOICE

Starry Inc

DATE	ACCOUNT NUMBER
9/1/2023	Starry 1
INVOICE #: 658755	
Starry Inc	

MAKE CHECKS PAYABLE TO:

Arlingate Equities
2 Miranova Place, Suite 900
Columbus OH 4-3215

Date	Code	Description	Charges	Payments	Amount Due	Date	Code	Amount Due
5/22/2023	PYR	2022 CAM Reconciliation	6,563.94	5,128.73	1,435.21	5/22/2023	PYR	1,435.21
6/2/2023	PYR	Receipt	-1,125.97	-1,125.97	0.00	6/2/2023	PYR	0.00
7/5/2023	PYR	Receipt	-4,002.76	-4,002.76	0.00	7/5/2023	PYR	0.00

Current	30	60	90	120	BALANCE DUE
0.00	0.00	0.00	1,435.21	0.00	1,435.21

BALANCE DUE 1,435.21