

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF CONSUMER FRAUDS & PROTECTION

In the Matter of the
Investigation by LETITIA JAMES,
Attorney General of the State of New York, of

Assurance No. 26-061

BCMB1 Trust; First Age, LLC; NS194, LLC;
Second Start, LLC; and Southern MBA Trust,

Respondents.

ASSURANCE OF DISCONTINUANCE

The New York State Office of the Attorney General (the “OAG”) commenced an investigation under Executive Law § 63(12); GBL § 349; the Fair Debt Collection Practices Act (FDCPA), 15. U.S.C. § 1692 *et seq.*; and the New York Debt Collection Procedures Act, GBL § 600 *et seq.*, into BCMB1 Trust; First Age, LLC; NS194, LLC; Second Start, LLC; and Southern MBA Trust (“Respondents”), regarding their practice of seeking to collect time-barred mortgage debt. This Assurance of Discontinuance (the “Assurance”) contains the findings of the OAG’s investigation. This Assurance also contains the relief agreed to by the OAG, Respondents, and the following additional entities: BCMB1 Owner, LLC; ATC2021 Trust; ATC2021 Owner LLC; Babylon Capital, LLC; Eastern SAT Trust; Eastern SAT, LLC; FC201, LLC; First Spring, LLC; NP154, LLC; NP202, LLC; NS192, LLC; NS193, LLC; Southern MBA, LLC; SRP 2012-4, LLC; SRP 2013-9 Funding Trust; SRP 2013-9, LLC; STAR201, LLC; STAR202, LLC; STAR212, LLC; STAR213, LLC; STAR214, LLC; STAR221, LLC; STAR222, LLC; and Third Birch, LLC (the “Signatory Entities” and, together with the OAG and Respondents, the “Parties”).

OAG FINDINGS

1. Respondent BCMB1 Trust is a trust formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.
2. BCMB1 Owner, LLC is a limited liability company formed under the laws of the State of Delaware, which holds a 100 percent interest in BCMB1 Trust.
3. ATC2021 Trust is a trust formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.
4. ATC2021 Owner, LLC is a limited liability company formed under the laws of the State of Delaware, which holds a 100 percent interest in ATC2021 Trust.
5. Babylon Capital, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.
6. Eastern SAT Trust is a trust formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.
7. Eastern SAT, LLC is a limited liability company formed under the laws of the State of Delaware, which holds a 100 percent interest in Eastern SAT Trust.
8. FC201, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

9. Respondent First Age, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

10. First Spring, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

11. NP154, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

12. NP202, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

13. NS192, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

14. NS193, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

15. Respondent NS194, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

16. Respondent Second Start, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

17. Respondent Southern MBA Trust is a trust formed under the laws of the State of Delaware, which has purchased, owned or held notes secured by residential real estate within the State of New York.

18. Southern MBA, LLC is a limited liability company formed under the laws of the State of Delaware, which holds a 100 percent interest in Southern MBA Trust.

19. SRP 2012-4, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

20. SRP 2013-9 Funding Trust is a trust formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

21. SRP 2013-9, LLC is a limited liability company formed under the laws of the State of Delaware, which holds a 100 percent interest in SRP 2013-9 Funding Trust.

22. STAR201, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

23. STAR202, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

24. STAR212, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

25. STAR213, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

26. STAR214, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

27. STAR221, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

28. STAR222, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

29. Third Birch, LLC is a limited liability company formed under the laws of the State of Delaware, which has purchased, owned, or held notes secured by residential real estate within the State of New York.

30. Shelving Rock, LLC is an asset management company that assists in the acquisition and management of loan and real estate assets, including through the creation of trusts and limited liability companies that purchase, hold, and/or sell notes secured by residential real estate within the State of New York. Shelving Rock, LLC assisted in the creation and management of the Respondents and Signatory Entities.

31. In February 2019, BCMB1 Trust acquired more than 3,000 defaulted mortgage loans secured by residential properties in New York. Almost all of these loans had been in a junior priority lien position at the time of their origination and were severely delinquent. BCMB1 Trust acquired certain other loans that had been secured by residential properties in New York, but which were no longer secured by the properties. In the following years, BCMB1 Trust transferred approximately 1,400 loans to other entities, including the other Respondents and the Signatory Entities, while retaining the remaining loans.

32. Beginning in 2019, certain other Respondents and Signatory Entities also began acquiring defaulted mortgage loans secured by residential properties in New York. Similarly to those loans acquired by BCMB1 Trust, the majority of the loans were in a junior priority lien position and severely delinquent. In total, the Respondents and Signatory Entities held thousands of delinquent junior mortgages secured by New York properties.

33. Since 2020, Respondents and Signatory Entities have brought more than 140 foreclosure actions to enforce mortgages within New York State.

34. In numerous foreclosure complaints, Respondents and Signatory Entities alleged that the subject loan had been in default for more than six years, and demanded payment of the entire principal balance and all interest that had accrued since the alleged default date.

35. The statute of limitations on foreclosure debt in New York is six years. N.Y. C.P.L.R. Rule 213. The statute of limitations runs from each installment payment due on the loan. Therefore, each payment due on the loan—including both the portion of the payment that pays the interest that has accrued on the principal balance, and the portion of the payment that is applied to pay down the principal balance—becomes time-barred from a legal action to collect it six years after the payment is due.

36. On November 30, 2021, Regulation F, the federal regulation interpreting the federal Fair Debt Collections Practices Act (FDCPA), was amended to clarify that it is a violation of the FDCPA for a debt collector to bring or threaten to bring a legal action against a consumer to collect a time-barred debt. 12 C.F.R. § 1006.26.

37. After November 30, 2021, in most foreclosures on severely aged mortgages, Respondents and Signatory Entities limited their demand for interest owed to the period within the applicable statute of limitations (six years plus any period that was tolled as a result of executive orders during the COVID pandemic or bankruptcy filings) (“Tolled Period”). However, Respondents and Signatory Entities continued to demand in foreclosure actions the payment of loan principal amounts that came due prior to the statute of limitations expiring.

38. For example, in one foreclosure filed in Kings County in February 2021, BCMB1 Trust initially demanded a principal balance of \$26,327.21, along with interest accruing at a rate of 9.175% from September 1, 2008, the alleged date of default. In 2024, BCMB1 Trust moved for a default judgment against the consumer, demanding the same principal balance of \$26,327.21, along with interest of 9.175% accruing since June 18, 2014. BCMB1 Trust’s representative explained in an affidavit that BCBM1 Trust was only seeking interest from this date because interest accruing prior to this date was potentially time-barred. Despite limiting its demand to exclude time-barred interest, BCMB1 Trust did not similarly reduce its demand to deduct the principal payments that came due prior to June 18, 2014. As a result, BCMB1 Trust has continued to demand approximately \$6,372 in principal payments that are barred by the statute of limitations, plus the interest that has accrued on this amount since June 18, 2014.

39. Numerous foreclosures brought by Respondents and Signatory Entities in New York followed a similar pattern. However, in certain instances, Respondents and Signatory Entities continued to seek both time barred interest and principal even after November 30, 2021.

* * *

40. The OAG finds that the acts and practices described above constitute repeated violations of the FDCPA, 15. U.S.C. § 1692 *et seq.*; New York General Business Law § 349; and the New York Debt Collection Procedures Act, General Business Law § 601, and thus constitute repeated violations of New York Executive Law § 63(12).

41. Respondents and Signatory Entities neither admit nor deny the OAG's findings.

42. The OAG finds that the relief and agreements provided by Respondents and Signatory Entities and contained in the Assurance are both appropriate and in the public interest. THEREFORE, the OAG is willing to accept the Assurance under Executive Law § 63(15) in lieu of commencing a statutory proceeding or civil action for violations of Executive Law § 63(12) based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

Injunctive Relief

43. Respondents and Signatory Entities will not engage, or attempt to engage, in conduct in violation of the Executive Law § 63(12); FDCPA, 15. U.S.C. § 1692 *et seq.*; New York General Business Law § 349; or the New York Debt Collection Procedures Act, General Business Law § 601.

44. With respect to any New York loans held by Respondents or Signatory Entities as of the Effective Date, Respondents and Signatory Entities shall cease any collection activities

that seek to recover time-barred debt. With respect to New York loans held by Respondents or Signatory Entities as of the Effective date that are the subject of pending foreclosure actions or for which there has been a foreclosure judgment entered, Respondents and Signatory Entities agree to amend their demand for payment to exclude all time-barred amounts in accordance with the applicable procedures described in paragraph 45. Time-barred debt includes all payments due prior to the applicable statute of limitations and any Tolloed Period, including both the principal and interest portion of such payments.

45. With respect to any New York loans held by Respondents or Signatory Entities as of the Effective Date, the applicable Respondent or Signatory Entity shall take the following steps in pending actions to foreclose on a mortgage or seek a money judgment where the alleged date of default is more than six years from the date of the foreclosure action:

- a. For pending actions to foreclose on a mortgage or seek a money judgment in which Respondents or Signatory Entities have not yet moved for summary judgment or an order of reference, within thirty (30) days of the Effective Date the applicable Respondent or Signatory Entity shall either (i) amend the complaint or (ii) serve and file a notice to inform the consumer-defendant(s) and the court that the Respondent or Signatory Entity's demand excludes time-barred debt ("Waiver Notice"). Any such Waiver Notice shall substantially conform to the sample notice attached to this Assurance as **Exhibit A**.
- b. For pending actions to foreclose on a mortgage or seek a money judgment in which a Respondent or Signatory Entity has a pending motion for summary judgment or an order of reference, within thirty (30) days of the Effective Date the applicable Respondent or Signatory Entity shall either (i) withdraw the motion

or (ii) serve and file a Waiver Notice to inform the consumer-defendant(s) and the court that the Respondent or Signatory Entity's demand excludes time-barred debt, along with an accompanying supplemental affirmation from Respondent or Signatory Entity or its agent confirming the amended principal balance allegedly owed and date from which interest should be calculated. Any such Waiver Notice shall substantially conform to the sample notice attached to this Assurance as

Exhibit A.

- c. For pending foreclosure cases in which a Respondent or Signatory Entity has been granted an order of reference but not yet obtained a judgment of foreclosure and sale, the applicable Respondent or Signatory Entity shall within thirty (30) days of the Effective Date either (i) move to vacate or amend any referee's report that relied upon a sworn attestation that time-barred debt is owed, or, (ii) if the referee has not completed her or his report, serve and file a Waiver Notice to inform the consumer-defendant(s) and the court that the Respondent or Signatory Entity's demand excludes time-barred debt, along with an accompanying supplemental affirmation from Respondent or Signatory Entity or its agent confirming the amended principal balance allegedly owed and date from which interest should be calculated, and provide the same to the referee for use in preparing her or his report. Any such Waiver Notice shall substantially conform to the sample notice attached to this Assurance as **Exhibit A.**
- d. For any foreclosure case in which a Respondent or Signatory Entity has obtained a judgment based upon a sworn statement that time-barred debt is owed, the Respondent or Signatory Entity shall move to vacate or amend the judgment. For

any judgment that is the subject of an active appeal, the Respondent or Signatory Entity shall send the consumer(s) the Waiver Notice within thirty (30) days of the Effective Date. The motion to vacate or amend the judgment may be filed after the appeal has been resolved.

- e. In any further motions for summary judgment, an order of reference, or a judgment, Respondents and Signatory Entities shall not rely upon any sworn statement attesting that time-barred debt is owed.
- f. Attached as **Exhibit B** is a list of pending foreclosure actions on New York Loans held by Respondents or Signatory Entities as of the Effective Date for which the Respondents or Signatory Entities will take one of the above-referenced actions pursuant to this Assurance.

46. Respondents and Signatory Entities shall not seek to collect any fees or costs, including but not limited to attorneys' fees, incurred for motions or other legal work necessary to comply with paragraph 45 of this Assurance, or incurred in connection with any previously discontinued foreclosure action relating to the loans identified in Exhibit B. Nothing in this Assurance shall abrogate or limit any other contractual, statutory, or common law rights Respondents and Signatory Entities otherwise may have to seek or collect fees or costs with respect to the subject loans.

47. Respondents and Signatory Entities shall not enter into any loan modifications with consumers that re-amortize time-barred debt or otherwise seek to collect time-barred debt as part of the modification.

Monetary Relief

48. The applicable Respondent or Signatory Entity shall make restitution as follows:
- a. For the loans identified in **Exhibit C**, for which Respondents and/or Signatory Entities sought time-barred payments in a court action and subsequently settled the action through a loan modification that re-amortized time-barred payments, Respondents shall provide restitution in an amount equal to the time-barred payments collected, which will be provided as a credit to the consumer's loan account, in the amounts listed in **Exhibit C**.
 - b. For the loans identified in Exhibit D, for which Respondents and/or Signatory Entities sought time-barred payments in a court action and the consumer subsequently paid time-barred debt in order to settle the action, the applicable Respondent or Signatory Entity shall provide restitution in the amount of the time-barred debt paid, as listed in **Exhibit D**, by mailing a check to the affected consumers.
49. Within thirty (30) days of the Effective Date, Respondents and Signatory Entities will pay to the State of New York the total of \$240,000 in penalties and costs. Payment of this relief will be made by wire transfer pursuant to instructions provided by the OAG to Respondents and Signatory Entities.

Ongoing Monitoring & Compliance

50. Three (3) months from the Effective Date, Respondents and Signatory Entities will transmit by email or mail in the manner specified in paragraph 58 below a declaration sworn under penalty of perjury by a manager confirming completion of the restitution payments made as contemplated by paragraph 48 above.

MISCELLANEOUS

Subsequent Proceedings

51. Respondents and Signatory Entities expressly agree and acknowledge: (i) that a default in their performance of any obligation under paragraphs 43 to 49 is a violation of the Assurance; (ii) that thereafter the OAG may commence the special proceeding or civil action contemplated in paragraph 52, in addition to any other appropriate investigation, action, or proceeding; and (iii) that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraphs 43 to 49, as provided by Executive Law § 63(15).

52. In any subsequent investigation, action, or proceeding by the OAG to enforce the Assurance, for violations of the Assurance, or if the Assurance is voided under paragraph 59, Respondents and Signatory Entities expressly agree and acknowledge that:

- a. any statute of limitations or other time-related defenses are tolled from and after the Effective Date of the Assurance;
- b. the OAG may use statements, documents, or other materials provided by the Respondent or Signatory Entity prior to or after the Effective Date of the Assurance; and
- c. any action or proceeding will be adjudicated by the courts of the State of New York, and that Respondents and Signatory Entities irrevocably and unconditionally waive any objection based upon personal jurisdiction, forum, or venue.

53. If a court of competent jurisdiction determines that any Respondent or Signatory Entity has violated the Assurance, the applicable Respondent or Signatory Entity shall pay to the

OAG the reasonable cost, if any, of obtaining such determination and of enforcing the Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance

54. Acceptance of the Assurance by the OAG is not an approval or endorsement by the OAG of any of Respondents' or Signatory Entities' policies, practices, or procedures, and no Respondent or Signatory Entity shall make a representation to the contrary.

55. All terms and conditions of this Assurance shall continue in full force and effect and inure to the benefit of the parties to this Assurance and their successors, assignees, or transferees. Any Respondent or Signatory Entity that assigns, transfers, or sells an individual New York mortgage loan after the Effective Date must provide notice to the OAG within ten (10) days of completion of the assignment, transfer, or sale.

56. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

57. Any failure by the OAG to insist upon the strict performance by Respondents or Signatory Entities of any provision of the Assurance shall not be deemed a waiver of any provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any provision of the Assurance to be performed by any Respondent or Signatory Entity.

Communications

58. All notices, reports, requests, and other communications related to the Assurance shall reference Assurance No. 26-061, shall be in writing, and shall, unless expressly provided otherwise herein, be addressed as follows and given by (i) hand delivery, (ii) express courier, or (iii) electronic mail, with such electronic mail to be followed by postage prepaid mail.

If to Respondents or Signatory Entities:

Attn: Brian Newman

Email: bnewman@shelvingrock.com

and undersigned counsel:

Ann-Marie Luciano
Cozen O'Connor
2001 M Street NW, Suite 500
Washington, DC 20036
Email: aluciano@cozen.com

If to the OAG:

New York State Office of the Attorney General
Bureau of Consumer Frauds and Protection
Attn: Franklin Romeo, Assistant Attorney General
28 Liberty Street, 20th Floor
New York, NY 10005
Phone: 212.416.8320
Email: franklin.romeo@ag.ny.gov

or in his absence, to the person holding the title of Bureau Chief, Bureau of Consumer Frauds and Protection.

Representations & Warranties

59. The OAG has agreed to the terms of the Assurance based on, among other things, representations made by Respondents and the Signatory Entities and their counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1 to 42 above. Each Respondent and Signatory Entity represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by a Respondent or a Signatory Entity or its counsel are later found to be inaccurate or misleading, the OAG may in its sole discretion take action to void the Assurance.

60. No representation, inducement, promise, understanding, condition, or warranty not set forth in the Assurance has been made to or relied upon by any Respondent or Signatory Entity in agreeing to the Assurance.

61. Each Respondent and Signatory Entity represents and warrants, through the signatures below, that the terms and conditions of the Assurance are duly approved, and execution of this Assurance is duly authorized.

62. Each Respondent and Signatory Entity agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis. Nothing in this paragraph affects Respondents' or the Signatory Entities' (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal, administrative, or regulatory proceedings.

General Principles

63. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondents' and Signatory Entities' obligations under this Assurance are enduring. Nothing in the Assurance shall relieve Respondents nor Signatory Entities of other obligations imposed by any applicable state or federal law or regulation, or other applicable law.

64. Nothing in the Assurance shall be construed to limit the remedies available to the OAG in the event that any Respondent or Signatory Entity violates the Assurance after the Effective Date.

65. The Assurance may not be amended except by an instrument in writing (which may be electronic) signed on behalf of the Parties to the Assurance.

66. In the event that any one or more of the provisions contained in the Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of the Assurance.

67. Each Respondent and Signatory Entity acknowledges that it has entered the Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

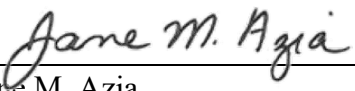
68. The Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

69. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

70. The Assurance may be executed in multiple counterparts by the Parties, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. For purposes of the Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned, or transmitted electronically, and electronic signatures, shall be deemed original signatures for purposes of the Assurance.

71. The effective date of the Assurance shall be October 22, 2026 (the “Effective Date”).

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: 
Jane M. Azia
Bureau Chief
Bureau of Consumer Frauds and
Protection

Date: October 22, 2026

BCMB1 Trust

Brian Newman

Manager

DocuSigned by:

Brian C. Newman

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By:

BCMB1 Owner, LLC

Brian Newman, Manager

Date:

10/22/2026

First Age, LLC

Brian Newman

Manager

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Brian C. Newman

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By:

Date:

10/22/2026

NS194, LLC

Brian Newman

Manager

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Brian C. Newman

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By:

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10/22/2026

Second Start, LLC

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Manager

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Southern MBA Trust

Brian Newman

Manager

By:

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Southern MBA, LLC
Brian Newman, Manager

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BCMB1 Owner, LLC

Brian Newman

Manager

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Brian C. Newman

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10/22/2026

ATC2021 Trust

Brian Newman

Manager

By:

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Brian C. Newman

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ATC2021 Owner, LLC
Brian Newman, Manager

Date:

10/22/2026

ATC2021 Owner, LLC

Brian Newman

Manager

By:

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Brian C. Newman

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Date:

10/22/2026

Babylon Capital, LLC

Brian Newman

Manager

By:

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Date:

10/22/2026

Eastern SAT Trust

Brian Newman

Manager

By:

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Brian C. Newman
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Eastern SAT, LLC

Brian Newman, Manager

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10/22/2026

Eastern SAT, LLC

Brian Newman

Manager

By:

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10/22/2026

FC201, LLC

Brian Newman

Manager

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Date:

10/22/2026

First Spring, LLC

Brian Newman

Manager

By:

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NP154, LLC
Brian Newman
Manager

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NP202, LLC
Brian Newman
Manager

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NS192, LLC
Brian Newman
Manager

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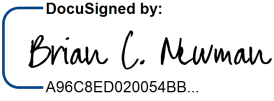
NS193, LLC
Brian Newman
Manager

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Southern MBA, LLC
Brian Newman
Manager

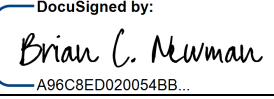
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SRP 2012-4, LLC

Brian Newman

Manager

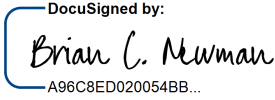
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SRP 2013-9 Funding Trust

Brian Newman

Manager

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SRP 2013-9, LLC

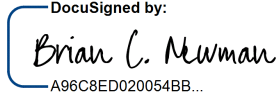
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SRP 2013-9, LLC

Brian Newman

Manager

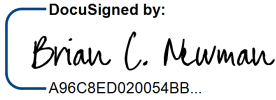
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Date: 10/22/2026

STAR201, LLC

Brian Newman

Manager

By: 
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Date: 10/22/2026

STAR202, LLC

Brian Newman
Manager

By:

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Date:

10/22/2026

STAR212, LLC

Brian Newman
Manager

By:

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Date:

10/22/2026

STAR213, LLC

Brian Newman
Manager

By:

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Brian C. Newman
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Date:

10/22/2026

STAR214, LLC

Brian Newman
Manager

By:

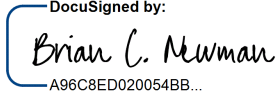
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Brian C. Newman
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Date:

10/22/2026

STAR221, LLC

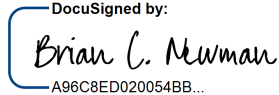
Brian Newman
Manager

By:  DocuSigned by:
A96C8ED020054BB...

Date: 10/22/2026

STAR222, LLC

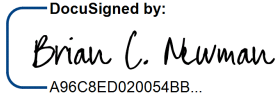
Brian Newman
Manager

By:  DocuSigned by:
A96C8ED020054BB...

Date: 10/22/2026

Third Birch, LLC

Brian Newman
Manager

By:  DocuSigned by:
A96C8ED020054BB...

Date: 10/22/2026