

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?	<u>American Towers LLC and related entities</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	American Towers LLC and related entities Jonathan W. Young Locke Lord LLP 701 8th St., N.W. Suite 500 Washington, DC 20001	American Towers LLC and related entities Margaret Robinson 116 Huntington Av, 16th Floor Boston, MA 02199
	Contact phone <u>202220-6900</u>	Contact phone <u>781-926-4753</u>
	Contact email <u>jonathan.young@lockelord.com</u>	Contact email <u>See summary page</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

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

7. How much is the claim? \$ 3,916,440.63. 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.

See attached addendum

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. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: See attached addendum.

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 04/17/2023
MM / DD / YYYY

/s/Hanna J. Redd
Signature

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

Name Hanna J. Redd
First name Middle name Last name

Title Associate Attorney

Company Locke Lord LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Locke Lord LLP, 111 Huntington Ave., 9th Floor, Boston, MA, 02199

Contact phone 617-239-0100 Email hanna.redd@lockelord.com



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: American Towers LLC and related entities Jonathan W. Young Locke Lord LLP 701 8th St., N.W. Suite 500 Washington, DC, 20001 Phone: 202220-6900 Phone 2: Fax: Email: jonathan.young@lockelord.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: Has Related Claim: No Related Claim Filed By: Filing Party: Authorized agent	
Disbursement/Notice Parties: American Towers LLC and related entities Margaret Robinson 116 Huntington Av, 16th Floor Boston, MA, 02199 Phone: 781-926-4753 Phone 2: Fax: E-mail: margaret.robnson@americantower.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See attached addendum	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3,916,440.63	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See attached addendum.	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Hanna J. Redd on 17-Apr-2023 12:10:35 p.m. Eastern Time Title: Associate Attorney Company: Locke Lord LLP		

Optional Signature Address:

Hanna J. Redd
Locke Lord LLP
111 Huntington Ave., 9th Floor
Boston, MA, 02199

Telephone Number:

617-239-0100

Email:

hanna.redd@lockelord.com

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

STARRY, INC.,

Debtor.

Chapter 11

Case No. 23-10220

**ADDENDUM TO PROOF OF CLAIM FILED BY AMERICAN TOWERS LLC
AND APPLICABLE AFFILIATES AGAINST STARRY, INC.**

I. NOTICES RESPECTING THIS CLAIM

All notices respecting this claim must be served upon the following persons (the “*Notice Parties*”):

Jonathan W. Young
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701 8th St., N.W., Suite 500
Washington, D.C. 20001
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jonathan.young@lockelord.com

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200 Vesey Street
New York, NY 10281
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JPMorgan Chase Tower 600
Travis Suite 2800
Houston, TX 77002
Telephone (713) 226-1200
simon.mayer@lockelord.com

Hanna J. Redd
LOCKE LORD LLP
111 Huntington Ave., 9th Floor
Boston, MA 02199
Telephone: (617) 239-0100
hanna.redd@lockelord.com

Payment Address:
American Towers LLC and related entities
116 Huntington Ave, 16th Floor
Boston, MA 02199
Telephone: (781) 926-4753
Margaret.robinson@americantower.com

II. NATURE AND DETAIL OF CLAIM

On February 20, 2023 (the “*Petition Date*”), Starry, Inc. (the “*Obligee Debtor*”) and certain of its affiliates (collectively, the “*Debtors*”) each filed a petition in the United States

Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) seeking relief under chapter 11 of the United States Bankruptcy Code. The chapter 11 cases of the Debtors are jointly administered under Starry Group Holdings, Inc. Case No. 23-10219.

American Towers LLC, on behalf of itself and its wholly owned subsidiaries (individually and collectively, “**American Tower**” or the “**Claimant**”) assert this claim (this “**Claim**”) against the Obligor Debtor for any and all obligations or amounts owed or hereafter owing to Claimant under and in connection with the Agreements (as defined below). Claimant hereby asserts this Claim for the payment and performance of any and all obligations and amounts that are due and owing from the Obligor Debtor to Claimant pursuant to the Agreements, under applicable law, or otherwise. Without limiting the generality of the foregoing, Claimant asserts all claims and entitlement to license fees owed under the Agreement, rights of indemnification, contribution, and reimbursement owed to it by the Obligor Debtor, including, without limitation, such rights arising pursuant to the Agreements, applicable law, or otherwise. Claimant asserts this Claim with respect to obligations and amounts owing to it that have already accrued. Claimant asserts this Claim in an amount not less than **\$3,916,440.63**.

A. Pre-Petition Amounts Owed

Claimant and the Obligor Debtor are parties to the agreements identified on **Exhibit A** (collectively, and as may have been amended from time to time, the “**Agreements**”), incorporated herein by reference.¹ Pursuant to the Agreements, and subject to their respective terms, the Claimant licensed to the Obligor Debtor, on behalf of itself and its wholly owned subsidiaries, the right to use and occupy space at Tower Facilities, and, in exchange the Debtor agreed to, among other things, pay License Fees to Claimant for its use of the Licensed Spaces.

As of the Petition Date, the Agreements are in default. More specifically, the Obligor Debtor failed to pay the License Fees and Service Fees due under Section 5(a) of the Agreements, constituting defaults. Additionally, the Obligor Debtor failed to perform obligations under Section 21(vii) of certain Agreements related to with tower facility sites in Nevada when lien process was initiated by General Contractor, Cornerstone Communications, on Claimant’s equipment located at the underlying tower facilities² (collectively, the “**Defaults**”). On January 23, 2023, Claimant sent a notice of default (the “**Notice of Default**”) to the Obligor Debtor, notifying the Obligor Debtor that the Defaults occurred and demanding remittance of \$526,545.25 by February 2, 2023, and noting that if such amount was not received, Claimant may exercise any and all remedies at law or in equity.

In addition to the amount due and owing to Claimant as set forth in the Notice of Default, subsequent amounts due and owing to Claimant accrued after the date of the Notice of Default and prior to the Petition Date. Therefore, Claimant hereby asserts amounts due and owing to

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreements. The Agreements have not been attached to this filing due to confidentiality restrictions and their voluminous nature, but are available and will be provided to the Obligor Debtor upon reasonable request.

² A list of the complete 39 tower facility sites on which Cornerstone Communications has initiated lien process is available upon reasonable request.

Claimant as of the Petition Date (i) in an amount not less than **\$580,080.81** which amount is comprised of rent, utilities, interest, and late fees. The amounts owing on account of each individual Agreement is specified in the attached Exhibit A.

B. Rejection Damages

On the Petition Date, the Debtors filed two motions to reject various executory contracts [ECF #19, 20] (the “**Rejection Motions**”) pursuant to 11 U.S.C. § 365. On March 20, 2023, the Court entered the *Order Authorizing Rejection Of Certain Executory Contracts, In Each Case, Effective As Of The Petition Date* [ECF # 161] (the “**Rejection Order**”), granting the Rejection Motions and rejecting 47 of the Agreements (the “**Rejected Agreements**”). Claimant hereby asserts amounts due and owing to Claimant as a result of the Rejection Order in an amount not less than **\$3,336,359.82**, which represents the License Fees for the remaining terms of the Rejected Agreements, and certain other fees as set forth below. The amounts owing on account of each individual rejected Agreement is specified in the attached **Exhibit B**, incorporated herein by reference.

C. Litigation Related to the Shores North Tower

As of the filing of this Claim, there were three lawsuits related to Starry’s equipment on the property associated with the Rooftop License Agreement – Site No. 375387 that were brought against either GTP Structures I, LLC or its parent American Tower. The three lawsuits are: (i) Lenka Kabilka, et al. v. Shores Barrington, et al., Case No. 21SMCV00944 pending in the Los Angeles Superior Court of the State of California, West District; (ii) Lenka Kabilka v. City of Santa Monica, et al., Case No. 22SMCV37782 pending in the Los Angeles Superior Court of the State of California, Central District; and (iii) Lenka Kabilka v. Starry, Inc., et al., Case No. 22SMCV02593 pending in the Los Angeles Superior Court of the State of California, Central District (collectively, the “Lawsuits”). GTP Structures I, LLC is in the process of seeking relief from the automatic stay in the Bankruptcy Case so that it may tender its defense and indemnity, as well as those of the landlord and property owner, to the insurance policies obtained by the Debtor and preserve all rights under all such available insurance coverage pursuant to the Rooftop License Agreement – Site No. 375387. To the extent such amounts are not covered by insurance, GTP Structures I, LLC has a Claim against the Debtor for reimbursement of damages, including reasonable legal fees and costs, associated with the above identified lawsuits, including damages arising from the landlord and property owner. Prepetition GTP incurred \$46,588.95 in reasonable legal fees and costs associated with the Lawsuits and/or the Rooftop License Agreement – Site No. 375387. GTP Structures I, LLC continues to accrue damages, including legal fees and costs, and reserves all of its rights to amend this Claim to include such amounts.

III. RESERVATION OF RIGHTS

Claimant currently is investigating the elements of the Claim and thus this Claim is being filed, in part, as a protective proof of claim, and is filed to protect the Claimant from the potential forfeiture of any and all rights against the Debtors. The filing of this Claim shall not constitute (a) a waiver or release by the Claimant of the rights of the Claimant against the Debtors or any other person or property, including the right to file an additional and/or separate administrative

or non-priority claim; (b) a waiver by the Claimant to contest the jurisdiction of the Bankruptcy Court with respect to the subject matter of the claims asserted in this Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver by Claimant of any rights to a trial by jury in any proceeding as to any matters so triable, whether or not the same are designated legal or equitable rights in any case, controversy or proceeding related hereto, notwithstanding the designation or not of such matters as “core proceedings” pursuant to 11 U.S.C. § 157(b)(2)(H), and whether such jury trial right is pursuant to statute or the United States Constitution; or (d) an election of remedies or choice of law.

This Claim is filed, in part, as an unliquidated claim. Claimant reserves the right to amend this Claim to estimate or otherwise determine a liquidated balance outstanding, or to seek a court order adjudicating such liquidation. In addition, Claimant reserves all of its rights to amend this Claim to reflect additional amounts owing from the Debtor to Claimant. Claimant also reserves the right to file an independent claim or motion for any amounts that are entitled to administrative expense priority.

Claimant reserves the right to further amend and/or supplement this Claim at any time and in any manner, and to file proofs of claim for additional claims in this case and which may be based on the respective rights and obligations arising under the relationship described herein or the same events and circumstances described herein. In addition, the Claimant reserves the right to attach or bring forth additional documentation supporting its claim and additional documents that may become available after further investigation and discovery.

Claimant reserves all rights it may have under applicable law and the Bankruptcy Code, including, without limitation, the right to amend this Claim or to seek a judicial estimation of any unliquidated amounts asserted herein pursuant to 11 U.S.C. § 502(c) at any time.

Claimant reserves all of its rights to amend this Claim to reflect an allocation of the amount owed as between the Debtor or to seek a court order adjudicating such allocation.

IV. SETOFF, RECOUPMENT, SUBROGATION, ETC.

To the extent the Claimant has certain equitable rights or other rights, including without limitation, the rights of recoupment, setoff and subrogation, and such rights are expressly asserted hereby, and the Claimant reserves all of his rights and preserves all defenses in connection therewith.

Exhibit A

Agreements

<u>Date</u>	<u>Agreement</u>	<u>Location Number</u>	<u>Tower Name</u>	<u>Pre-Petition Amounts Owed</u>
5/14/2019	<i>License Agreement</i> , by and between American Tower, L.P. and Starry, Inc.	003014	Piedmont Park	\$6,999.28
8/22/2019	<i>License Agreement</i> , by and between American Tower Management, LLC and Starry, Inc.	006690	Philadelphia – Ridge (WFLN)	\$10,078.13
9/12/2022	<i>License Agreement</i> , by and between American Towers LLC and Starry, Inc.	043757	Lone Mountain NV1	\$9,500.00
2/07/02019	<i>License Agreement</i> , by and between American Tower, L.P. and Starry, Inc.	050747	Raven	\$5,598.59
3/8/2018	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry Inc.	081121	DETROIT	\$2,652.54
2/17/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry, Inc.	081403	MTX	\$5,245.08
3/19/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry Inc.	081713	NORTH CLEVELAND 1 OH	\$5,350.97
6/28/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> , dated June 18, 2019	081848	West 82nd Street	\$6,445.08
2/21/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry, Inc.	081917	Downtown – AirTouch	\$5,289.08
2/17/2019	<i>License Agreement</i> , by and between UniSite, LLC and Starry, Inc.	091606	Conrail	\$5,245.08
3/11/2019	<i>Communications License Agreement</i> , by and between IWG Towers Assets II, LC and Starry, Inc.	207106	Queen Anne	\$6,706.48
2/28/2022	<i>License Agreement</i> , by and between InSite Towers, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i>	207765	Westwind	\$11,400.00

5/22/2019	<i>Communications License Agreement</i> , by and between InSite Towers, LLC and Starry, Inc.	207949	Union Hills Hub # 6	\$8,748.57
11/12/2020	<i>Sub-License Agreement</i> , by and between Repeater Communications Group IV, LLC and Starry, Inc.	208715	1625 Rockaway Parkway	\$4,486.25
10/1/2019	<i>Sub-License Agreement</i> , by and between Repeater Communications Group VI, LLC and Starry, Inc.	208738	2311 Southern Blvd	\$2,042.02
12/10/2019	<i>Sub-License Agreement</i> , by and between Starry, Inc. and Repeater Communications Group IV, LLC	208850	967 Kelly	\$97.28
9/26/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry, Inc.	274740	NEW28094 REBUILD MN	\$6,119.28
9/7/2022	<i>License Agreement</i> , by and between American Towers LLC and Starry, Inc.	275339	La Playita NV	\$10,000.00
9/28/2020	<i>Rooftop License Agreement</i> , by and between Ulysses Asset Sub II, LLC and Starry, Inc.	276500	Ko's Anaheim	\$1,596.50
8/29/2022	<i>License Agreement</i> , by and between Ulysses Asset Sub II, LLC and Starry, Inc.	276586	City of Huntington Park CA	\$3,100.00
8/21/2019	<i>Rooftop License Agreement</i> , by and between Ulysses Asset Sub II, LLC and Starry, Inc.	277068	LIBERTY TOWER APARTMENTS 2004 RT PA	\$5,941.04
5/1/2019	<i>License Agreement</i> , by and between GTP Structures I, LLC and Starry, Inc.	282346	PIGEON POINT WA	\$20,304.60
5/2/2019	<i>License Agreement</i> , by and between ATC Watertown LLC and Starry, Inc.	282657	SHAW BUTTE AZ	\$16,125.31
8/18/2021	<i>License Agreement</i> , by and between California Tower, Inc. and Starry, Inc.	300886	Huntington Park CA 7	\$1,244.43
5/2/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc.	303298	Rockdale GA 2	\$7,125.28
5/13/2019	<i>License Agreement</i> , by and between SpectraSite Communications, LLC and Starry, Inc.	303630	Dvorak Park	\$7,025.50
9/19/2019	<i>License Agreement</i> , by and between American	303871	River Grove IL	\$6,590.33

	Tower Asset Sub II, LLC and Starry, Inc.			
2/17/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated June 21, 2019	303876	Harwood Heights	\$6,655.46
1/28/2022	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated July 20, 2022	306928	Painted Desert	\$7,600.00
10/1/2022	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc.	306806	S Meadows Parkway	\$4,681.41
4/9/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated July 25, 2019	307852	Downtown 37-1	\$8,129.43
8/15/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated October 4, 2019	308374	Northwood PA 6	\$6,940.00
8/13/2019	<i>License Agreement</i> , by and between SpectraSite Communications, LLC and Starry, Inc.	308392	Fernrock	\$6,856.76
4/22/2019	<i>License Agreement</i> , SpectraSite Communications, LLC and Starry, Inc.	308458	Point Breeze	\$6,608.80
9/26/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc.	308486	Tacony	\$7,131.67
5/7/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc.	308503	Stenton & Washington	\$7,273.51
9/26/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc.	308681	Wissinoming	\$6,617.26
5/16/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc.	309139	I-635 & Us 75	\$5,682.20
2/21/2019	<i>License Agreement</i> , by and between ATC Iris I LLC and Starry, Inc.	311714	PHOENIX MI	\$5,245.08
4/9/2019	<i>License Agreement</i> , by and between GTP Towers IV, LLC and Starry, Inc., as amended	371168	Creamer	\$7,742.38

	by the <i>First Amendment to License Agreement</i> dated June 13, 2019			
2/7/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated June 20, 2022	373276	ARDEN NV	\$6,219.35
9/12/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners I, LLC and Starry, Inc.	373284	Cabana	\$7,600.00
9/7/2022	<i>License Agreement</i> , by and between GTP Towers I, LLC and Starry, Inc.	373285	CACTUS NV	\$7,600.00
8/3/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373288	Claymont NV	\$9,377.42
9/12/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373294	Green Valley	\$8,233.33
9/8/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373299	MILLER NV	\$9,500.00
9/12/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC	373316	Warm Springs NV	\$7,790.00
2/17/2019	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC	374493	Dallas Fairpark	\$5,289.08
10/30/2019	<i>Rooftop License Agreement</i> , by and between GTP Structures I, LLC and Starry, Inc., as amended by the <i>First Amendment to Rooftop License Agreement</i> dated June 30, 2021	375384	Sherman Oaks Galleria	\$6,930.00
4/30/2020	<i>Rooftop License Agreement</i> , by and between GTP Structures I, LLC and Starry, Inc.	375387	The Shores North	\$48,279.20
4/10/2019	<i>Rooftop License Agreement</i> , by and between GTP Structures II, LLC and Starry, Inc.	396506	Ballston Place	\$1,311.27
2/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated September 8, 2022	412947	Est Fremont Street	\$9,500.00
9/16/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412948	McLeod NV	\$12,904.10

9/12/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412955	Sahara & Spanish Oak NV	
9/12/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412957	Spanish Trails NV	\$9,500.00
8/4/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412964	Anderson Dairy NV	\$9,500.00
9/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412970	Coleman (3302 Coleman) NV	\$12,500.00
7/20/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412971	Boulder Station NV	\$12,012.90
1/12/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated August 17, 2022	412975	Blue Diamond & Durango NV	\$7,600.00
1/28/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412979	Henderson (new) NV	\$6,200.00
2/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated August 17, 2022	412981	Allan & Tropical NV	\$7,950.00
1/12/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated August 17, 2022	412994	Lakes (Lakes at Las Vegas) NV	\$7,769.35
8/4/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412996	Sahara & Durango NV	\$9,500.00
2/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated August 31, 2022	413002	Trinity NV	\$7,950.00
2/17/2019	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	413268	CLV 058 OH	\$6,445.08
4/9/2019	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	415922	Forest Park Tower TX	\$5,314.83

Exhibit B

Rejected Contracts

<u>Date</u>	<u>Agreement</u>	<u>Location Number</u>	<u>Tower Name</u>	<u>Rejection Damages</u>
5/25/2022	<i>Sub-License Agreement</i> , by and between Repeater Communications Group I, LLC, Starry, Inc. ³			
10/15/2020	<i>Sub-License Agreement</i> , by and between Repeater Communications Group III, LLC and Starry, Inc. ⁴			
5/14/2019	<i>License Agreement</i> , by and between American Tower, L.P. and Starry, Inc.	003014	Piedmont Park	\$28,547.80
2/17/2019	<i>License Agreement</i> , by and between American Towers LLC and Starry, Inc.	004266	SKYLINE DRIVE-HOUSTON	\$5,289.08
8/22/2019	<i>License Agreement</i> , by and between American Tower Management, LLC and Starry, Inc.	006690	Philadelphia – Ridge (WFLN)	\$32,522.44
9/12/2022	<i>License Agreement</i> , by and between American Towers LLC and Starry, Inc.	043757	Lone Mountain NV1	\$9,500.00
2/07/02019	<i>License Agreement</i> , by and between American Tower, L.P. and Starry, Inc.	050747	Raven	\$17,518.59
3/8/2018	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry Inc.	081121	DETROIT	\$118,170.60
2/17/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry, Inc.	081403	MTX	\$17,518.59
3/19/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry Inc.	081713	NORTH CLEVELAND 1 OH	\$17,713.59
6/28/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> , dated June 18, 2019	081848	West 82nd Street	\$24,641.13
2/21/2019	<i>License Agreement</i> , by and between American	081917	Downtown –	\$17,661.59

³ Claimant continues to investigate its documents and will provide additional information with respect to this Agreement as it becomes available.

⁴ Claimant continues to investigate its documents and will provide additional information with respect to this Agreement as it becomes available.

	Tower Delaware Corporation and Starry, Inc.		AirTouch	
2/17/2019	<i>License Agreement</i> , by and between UniSite, LLC and Starry, Inc.	091606	Conrail	\$17,518.59
3/11/2019	<i>Communications License Agreement</i> , by and between IWG Tower Assets II, LLC and Starry, Inc.	207106	Queen Anne	\$65,967.9
2/28/2022	<i>License Agreement</i> , by and between InSite Towers, LLC and Starry, Inc.	207765	Westwind	\$102,048.56
3/11/2019	<i>Communications License Agreement</i> , by and between InSite Towers, LLC and Starry, Inc.	207949	Union Hills Hub # 6	\$67,255.92
9/12/2022	<i>License Agreement</i> , by and between InSite Towers, LLC and Starry, Inc.	208193	Fort Apache	\$11,460.00
9/26/2019	<i>License Agreement</i> , by and between American Tower Delaware Corporation and Starry, Inc.	274740	NEW28094 REBUILD MN	\$26,557.62
9/7/2022	<i>License Agreement</i> , by and between American Towers LLC and Starry, Inc.	275339	La Playita NV	\$113,419.12
9/28/2020	<i>Rooftop License Agreement</i> , by and between Ulysses Asset Sub II, LLC and Starry, Inc.	276500	Ko's Anaheim Professional RT CA	\$60,992.04
8/29/2022	<i>License Agreement</i> , by and between Ulysses Asset Sub II, LLC and Starry, Inc.	276586	City of Huntington Park CA	\$91,000.04
8/21/2019	<i>Rooftop License Agreement</i> , by and between Ulysses Asset Sub II, LLC and Starry, Inc.	277068	LIBERTY TOWER APARTMENTS 2004 RT PA	\$35,736.54
5/1/2019	<i>License Agreement</i> , by and between GTP Structures I, LLC and Starry, Inc.	282346	PIGEON POINT WA	\$24,044.40
5/2/2019	<i>License Agreement</i> , by and between ATC Watertown LLC and Starry, Inc.	282657	SHAW BUTTE AZ	\$28,771.80
6/1/2017	<i>License Agreement</i> , by and between Richland Towner Management Seattle, LLC and Starry, Inc.	282692	SEATTLE WA	\$4,821.52
5/2/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc.	303298	Rockdale GA 2	\$28,547.80

5/13/2019	<i>License Agreement</i> , by and between SpectraSite Communications, LLC and Starry, Inc.	303630	Dvorak Park	\$28,454.57
9/19/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc.	303871	River Grove IL	\$33,371.84
2/17/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated June 21, 2019	303876	Harwood Heights	\$20,438.34
1/28/2022	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated July 20, 2022	306928	Painted Desert	\$102,048.56
4/9/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated July 25, 2019	307852	Downtown 37-1	\$21,418.59
8/15/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated October 4, 2019	308374	Northwood PA 6	\$30,921.89
8/13/2019	<i>License Agreement</i> , by and between SpectraSite Communications, LLC and Starry, Inc.	308392	Femrock	\$30,921.89
4/22/2019	<i>License Agreement</i> , by and between SpectraSite Communications, LLC and Starry, Inc.	308458	Point Breeze	\$25,027.80
9/26/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc.	308486	Tacony	\$33,371.84
5/7/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc.	308503	Stenton & Washington	\$26,815.48
9/26/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc.	308681	Wissinoming	\$32,676.90
5/16/2019	<i>License Agreement</i> , by and between American Tower Asset Sub, LLC and Starry, Inc.	309139	I-635 & Us 75	\$24,660.79
5/13/2019	<i>License Agreement</i> , by and between American Tower Asset Sub II, LLC and Starry, Inc.	309245	Abrams	\$9,089.80

2/21/2019	<i>License Agreement</i> , by and between ATC Iris I LLC and Starry, Inc.	311714	PHOENIX MI	\$17,518.59
4/9/2019	<i>License Agreement</i> , by and between GTP Towers I, LLC and Starry, Inc.	371168	Creamer	\$28,357.98
2/7/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373276	Arden NV	\$102,048.56
9/12/2022	<i>License Agreement</i> , by and between GTP Towers I, LLC and Starry, Inc.	373284	Cabana	\$107,748.32
9/7/2022	<i>License Agreement</i> , by and between GTP Towers I, LLC and Starry, Inc.	373285	CACTUS NV	\$107,748.32
8/3/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373288	Claymont NV	\$9,377.42
9/12/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373294	Green Valley	\$8,233.33
9/8/2022	<i>License Agreement</i> , by and between GTP Acquisition LLC and Starry, Inc.	373299	MILLER NV	\$107,748.32
2/7/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373313	Tolson 2	\$9,500.00
9/12/2022	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	373316	Warm Springs NV	\$109,648.32
2/17/2019	<i>License Agreement</i> , by and between GTP Acquisition Partners II, LLC and Starry, Inc.	374493	Dallas Fairpark	\$17,661.59
4/30/2020	<i>License Agreement</i> , by and between GTP Structures I, LLC and Starry, Inc.	375387	The Shores North	\$77,658.90 ⁵
2/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated September 8, 2022	412947	Est Fremont Street	\$102,048.56
9/16/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412948	McLeod NV	\$146,357.66

⁵ The rejection damages amount includes \$52,658.90 in remaining Licenses Fees due under the term of the Rooftop License Agreement – Site No. 375387, plus \$25,000.00 in estimated costs to remove the Debtor’s equipment from the property. GTP estimates that storage of the equipment and other related personal property will cost approximately \$150-\$200 per month. Claimant reserves its right to amend this Claim to include such amounts.

9/12/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412955	Sahara & Spanish Oak NV	\$9,500.00
9/12/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412957	Spanish Trails NV	\$107,748.32
8/4/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412964	Anderson Dairy NV	\$215,496.64
9/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412970	Coleman (3302 Coleman) NV	\$107,748.32
6/20/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412971	Boulder Station NV	\$105,848.32
1/28/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412979	Henderson (new) NV	\$185,298.60
2/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated August 17, 2022	412981	Allan & Tropical NV	\$103,948.56
1/12/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated August 17, 2022	412994	Lakes (Lakes at Las Vegas) NV	\$102,048.56
8/4/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	412996	Sahara & Durango NV	\$9,500.00
2/7/2022	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc., as amended by the <i>First Amendment to License Agreement</i> dated August 31, 2022	413002	Trinity NV	\$102,048.56
2/17/2019	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	413268	CLV 058 OH	\$21,418.59
4/9/2019	<i>License Agreement</i> , by and between ATC Sequoia LLC and Starry, Inc.	415992	FOREST PARK TX	\$5,314.83