

Fill in this information to identify the case:

Debtor 1 Starry, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 23-10220

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

# 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 of 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? AEP Ventures, 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?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Jeffrey W. Hoersdig</u> Name</p> <p><u>1 Riverside Plaza</u> Number Street</p> <p><u>Columbus</u> <u>OH</u> <u>43215</u> City State ZIP Code</p> <p>Contact phone <u>614-716-2650</u></p> <p>Contact email <u>jwhoersdig@aep.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ Name</p> <p>_____ Number Street</p> <p>_____ City State ZIP Code</p> <p>Contact phone _____</p> <p>Contact email _____</p>
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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) 115

Filed on 04/14/2023  
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? \_\_\_\_\_

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**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? \$ 1,702,175.00. 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.  
Contract - See Attachment - Liquidated Claim

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment (Official Form 410-A)* with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts 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

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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: \_\_\_\_\_

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

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

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

Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

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

Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

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

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

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

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

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

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

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

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

**Part 3: Sign Below**

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

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.

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

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

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.

I have examined the information in this *Proof of Claim* and have a 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 04/18/2023  
MM / DD / YYYY

Jeffrey W. Hoersdig  
Signature

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

Name Jeffrey W. Hoersdig  
First name Middle name Last name

Title Assistant Controller

Company American Electric Power Service Corporation  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1 Riverside Plaza  
Number Street

Columbus OH 43215  
City State ZIP Code

614-716-2650 jwhoersdig@aep.com  
Contact phone Email

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American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215  
aep.com

Marilyn McConnell  
Senior Counsel  
614/716-2964  
mmcconnell@aep.com

April 18, 2023

**Via UPS Overnight Delivery**

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

**In re Starry Group Holdings, Inc., et al., Case No. 23-10219**

Dear Sir and/or Madam:

Enclosed for filing in Case No. 23-10220 (Starry, Inc.) are an original and one copy of three (3) separate amended proofs of claim on behalf of AEP Ventures, Inc. (collectively, the "Proofs of Claim"). Once the original Proofs of Claim have been filed, please return date-stamped copies in the enclosed self-addressed, stamped envelope.

Thank you for your kind assistance.

Sincerely,

Marilyn McConnell Willis

Enclosures

BOUNDLESS ENERGY

**ATTACHMENT TO AEP VENTURES, LLC'S PROOF OF CLAIM**  
**(\$1,702,175 LIQUIDATED CLAIM) AGAINST STARRY, INC.**  
**(Case No. 23-10220)**

AEP Ventures, LLC ("AEP") and Starry, Inc. ("Starry") are parties to a Mutual Termination Agreement dated and effective as of January 25, 2023 (the "Termination Agreement"). A copy of the Termination Agreement will be provided upon request. Pursuant to the Termination Agreement, AEP and Starry resolved and terminated the following two agreements (the "Superceded Agreements"), to which they had previously been parties, as of the effective date of the Termination Agreement:

A. a Strategic Alliance Agreement, dated as of June 19, 2020 (as thereafter amended and/or restated), to jointly deploy a fixed millimeter wave broadband service in Columbus, Ohio (the "Alliance Agreement"); and

B. a Services Agreement, dated as of June 19, 2020 (as thereafter amended and/or restated), under which Starry agreed to perform certain services on behalf of AEP in connection with the Alliance Agreement.

Pursuant to paragraph 4 of the Termination Agreement, AEP is required to terminate certain site leases and fiber licenses between AEP and third-party landlords/licensors (each a "Lease and License") upon a date to be mutually agreed upon by the parties after April 1, 2023 and before June 30, 2023 (the "Lease and License Termination Date"), and Starry is required to remove all Base Station Equipment (as defined in the Alliance Agreement) and all related materials from each such Lease and License site (each, a "Site") on or before the relevant Lease and Termination Date. In addition, Starry is required to indemnify and hold harmless AEP from any and all claims, losses, costs, and liabilities alleged by the counterparty under any Lease and License and actually incurred by AEP arising out of Starry's removal of Base Station Equipment and any related materials from the Site covered by such Lease and License or Starry's failure to remove such Base Station Equipment and related materials before the relevant Lease and License Termination Date (the "Warranty Obligations"). Starry has begun removing Base Station Equipment from the Sites, and according to a proposed schedule Starry provided to AEP, Starry intends to continue removing Base Station Equipment from the sites through the end of June 2023.

AEP currently owns some or all of the Base Station Equipment that Starry is to remove from the Sites (the "AEP-Owned Equipment"). Pursuant to paragraphs 6, 7 and 8 of the Termination Agreement, Starry is required to purchase the AEP-Owned Equipment for an aggregate purchase price of \$4,509,755 to be paid (together with an additional \$1,702,175 payable to AEP for net amounts owing under the Superceded Agreements) in equal monthly installments of \$258,830.42 to be made on the first of each month commencing July 1, 2023 until the total \$6,211,930 is paid (which shall occur on or before July 1, 2025) (collectively, the "Payment Obligations").

AEP is filing three separate proofs of claim in Starry's bankruptcy case for amounts owing or potentially to become owing from Starry to AEP under the Termination Agreement, as follows:

1. a liquidated claim in the amount of \$1,702,175 – payable to AEP under the Termination Agreement for net amounts incurred under the Superceded Agreements prior to Starry's February 20, 2023 petition date (the "Liquidated Claim");

2. a contingent claim in the amount of \$4,509,755 – payable to AEP under the Termination Agreement in the event Starry assumes the Termination Agreement and completes its purchase of the AEP-Owned Equipment thereunder (the "Equipment Purchase Claim"); and

3. a contingent claim in an unliquidated amount for Starry's Warranty Obligations to AEP (the "Warranty Claim").