

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11  
: :  
STARRY GROUP HOLDINGS, INC., *et al.*,<sup>1</sup> : Case No. 23-10219 (\_\_\_\_)  
: :  
Debtors. : (Joint Administration Requested)  
: :  
----- X

DEBTORS' SECOND OMNIBUS MOTION FOR ENTRY OF ORDER  
AUTHORIZING REJECTION OF CERTAIN EXECUTORY CONTRACTS,  
IN EACH CASE, EFFECTIVE AS OF THE PETITION DATE

EACH CONTRACT COUNTERPARTY RECEIVING THIS MOTION SHOULD LOCATE  
THEIR RESPECTIVE NAMES AND CONTRACT DESCRIPTION IN THE SCHEDULE  
ATTACHED TO THE PROPOSED ORDER AS SCHEDULE 1.

Starry Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession  
in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), respectfully represent as  
follows in support of this motion (this "**Motion**"):

**RELIEF REQUESTED**

1. By this Motion, the Debtors seek entry of an order, substantially in the form  
attached hereto as **Exhibit A** (the "**Proposed Order**") authorizing the Debtors to reject, effective  
as of the Petition Date (as defined below), certain executory contracts (collectively, the "**Rejected**  
**Contracts**").

<sup>1</sup> The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are:  
Starry Group Holdings, Inc. (9355); Starry, Inc. (9616); Connect Everyone LLC (5896); Starry Installation Corp.  
(7000); Starry (MA), Inc. (2010); Starry Spectrum LLC (N/A); Testco LLC (5226); Starry Spectrum Holdings  
LLC (9444); Widmo Holdings LLC (9208); Vibrant Composites Inc. (8431); Starry Foreign Holdings Inc. (3025);  
and Starry PR Inc. (1214). The debtors' address is 38 Chauncy Street, Suite 200, Boston, Massachusetts 02111.



### **JURISDICTION AND VENUE**

2. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are sections 365(a) and 554(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

4. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors consent to the entry of a final order or judgment by the Court in connection with this Motion if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

### **BACKGROUND**

5. On the date hereof (the “**Petition Date**”), the Debtors commenced with the Court voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue operating their business and managing their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

6. Contemporaneously with the filing of this Motion, the Debtors have filed with the Court a motion requesting joint administration of the Chapter 11 Cases for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

7. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the circumstances leading to the commencement of the

Chapter 11 Cases, is set forth in detail in the *Declaration of Chaitanya Kanojia in Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),<sup>2</sup> filed contemporaneously herewith, and is incorporated herein by reference.<sup>3</sup>

### **REJECTION OF CERTAIN EXECUTORY CONTRACTS**

8. Prior to the Petition Date, the Debtors and their advisors reviewed the Debtors’ executory contracts and determined that certain licensing, service, and vendor agreements are no longer necessary or beneficial to the Debtors’ goal of maximizing value for all creditors and stakeholders and minimizing costs in the Chapter 11 Cases. Included among such executory contracts reviewed are the Rejected Contracts set forth on Schedule 1 to the Proposed Order. The Debtors have determined, in an exercise of their business judgment, to immediately reject the Rejected Contracts to avoid potentially incurring further costs and expenses that would only undermine the Debtors’ efforts to minimize costs and maximize value for the estate for the benefit of all creditors.

### **BASIS FOR RELIEF REQUESTED**

#### **I. REJECTION OF THE REJECTED CONTRACTS REFLECTS THE DEBTORS’ SOUND BUSINESS JUDGMENT**

9. Section 365(a) of the Bankruptcy Code provides that a debtor, “subject to the court’s approval, may assume or reject any . . . executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The purpose behind section 365(a) is “to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property.” *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016)

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the First Day Declaration.

<sup>3</sup> The First Day Declaration and other relevant case information is available on the following website maintained by the Debtors’ proposed claims and noticing agent, Kurtzman Carson Consultants LLC: <http://www.kccllc.net/Starry>.

(quoting *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); *see also In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) (“Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization”); *In re Bildisco*, 465 U.S. 513, 528 (1984) (“[T]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor’s estate from burdensome obligations that can impede a successful reorganization.”).

10. The standard applied to determining whether the rejection of an unexpired lease or executory contract should be authorized is the “business judgment” standard. *Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (stating that a debtor’s decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the “product of bad faith, whim, or caprice”); *see also In re Tayfur*, 599 F. App’x 44, 49–50 (3d Cir. 2015) (extending the standard articulated in *Sharon Steel* to unexpired leases). Once a debtor states a valid business justification, “[t]he business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

11. The business judgment rule is crucial in chapter 11 cases and shields a debtor’s management from judicial second-guessing. *See Comm. of Asbestos Related Litigants and/or Creditors v. Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“The Code favors the continued operation of a business by a debtor and a presumption of reasonableness attached to a debtor’s management decisions.”). Generally, courts defer to a debtor-in-

possession's business judgment to reject a lease or an executory contract. *See, e.g., NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984), *superseded by statute on other grounds*, Bankruptcy Amendments and Federal Judgeship Act of 1984, sec. 541, § 1113, Pub. L. No. 98-353, 98 Stat. 333 (codified at 11 U.S.C. § 1113); *In re Minges*, 602 F.2d 38, 43 (2d Cir. 1979); *In re Riodizio*, 204 B.R. 417, 424–25 (Bankr. S.D.N.Y. 1997); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

12. Upon finding that the Debtors have exercised their sound business judgment in determining that the rejection of the Rejected Contracts is in the best interests of the Debtors and their estates, the Court should approve the proposed rejections under section 365(a) of the Bankruptcy Code. *See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). If a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease or executory contract. *See, e.g., Sharon Steel Corp.*, 872 F.2d at 39-40. The Debtors have determined that the Rejected Contracts are not integral to their efforts in chapter 11, are not otherwise beneficial to the Debtors' estates, and may present burdensome contingent liabilities. Accordingly, the Debtors' decision to reject the Rejected Contracts is an exercise of their sound business judgment and should be approved.

## **II. AUTHORIZING THE DEBTOR TO REJECT THE REJECTED CONTRACTS EFFECTIVE AS OF THE PETITION DATE IS APPROPRIATE UNDER THE CIRCUMSTANCES**

13. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See Adelphia Bus. Solutions, Inc. v. Abnos*, 482 F.3d 602 (2d.

Cir. 2007) (affirming the bankruptcy court's equitable authority to authorize the retroactive rejection of a nonresidential lease of real property where advance notice is provided); *In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1029 (1st Cir. 1995) (stating "rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively"); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating "the court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers so long as it promotes the purposes of § 365(a)"); *BP Energy Co. v. Bethlehem Steel Corp.*, No. 02 Civ 6419 (NRB), 2002 WL 31548723, at \*3 (S.D.N.Y. Nov. 15, 2002) ("We cannot conclude . . . that a bankruptcy court's assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.").

14. The balance of the equities favors rejection of the Rejected Contracts, effective as of the Petition Date. The counterparties to the Rejected Contracts (the "Counterparties") will not be unduly prejudiced if the rejection is deemed effective as of the Petition Date, as they will receive notice of this Motion by overnight mail or electronic mail (where available). Absent retroactive rejection, the Debtors may incur unnecessary administrative charges and other obligations under the Rejected Contracts without any reciprocal benefit to their estates. Accordingly, the Debtors submit that it is fair and equitable for the court to reject the Rejected Contracts, effective as of the Petition Date.

**COMPLIANCE WITH BANKRUPTCY RULE 6006(f)**

15. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not between the same parties. Rule 6006(f) states, in part, that such motion shall:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- d. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- e. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- f. be limited to no more than 100 executory contracts or unexpired leases.

16. The Debtors respectfully submit that the relief requested in this Motion complies with the requirements of Bankruptcy Rule 6006(f).

**RESERVATION OF RIGHTS**

17. Nothing contained herein is or should be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors' property; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to the Proposed Order once entered. Nothing contained in the Proposed Order will be

deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

**NOTICE**

18. Notice of this Motion will be provided to (a) the Office of the United States Trustee for the District of Delaware (Attn: Benjamin Hackman); (b) the holders of the 30 largest unsecured claims against the Debtors; (c) counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent, (i) Sheppard, Mullin, Richter & Hampton LLP (Attn: Justin Bernbrock, Kyle J. Mathews, Bryan V. Uelk, and Catherine Jun), and (ii) Potter Anderson & Corroon LLP (Attn: L. Katherine Good); (d) the Counterparties (via overnight or electronic mail); (e) the United States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the United States Securities and Exchange Commission; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors believe that no further notice is required.

*[Remainder of page left intentionally blank]*



WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: February 20, 2023  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

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*Proposed Counsel for Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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	:	
In re:	:	Chapter 11
	:	
STARRY GROUP HOLDINGS, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 23-10219 (____)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	<b>Re: Docket No.</b>

**ORDER AUTHORIZING REJECTION OF CERTAIN EXECUTORY  
CONTRACTS, IN EACH CASE, EFFECTIVE AS OF THE PETITION DATE**

Upon the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order authorizing the Debtors to reject, effective as of the Petition Date, the Rejected Contracts, all as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this

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<sup>1</sup> The debtors in these cases, along with the last four digits of each debtor’s federal tax identification number, are: Starry Group Holdings, Inc. (9355); Starry, Inc. (9616); Connect Everyone LLC (5896); Starry Installation Corp. (7000); Starry (MA), Inc. (2010); Starry Spectrum LLC (N/A); Testco LLC (5226); Starry Spectrum Holdings LLC (9444); Widmo Holdings LLC (9208); Vibrant Composites Inc. (8431); Starry Foreign Holdings Inc. (3025); and Starry PR Inc. (1214). The debtors’ address is 38 Chauncy Street, Suite 200, Boston, Massachusetts 02111.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

Court having determined that there is good and sufficient cause for the relief granted in this Order, therefore, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted, as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. The Rejected Contracts identified on **Schedule 1** hereto, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected, effective as of the Petition Date.
4. Claims arising out of the rejection of the Rejected Contracts must be filed on or before the deadline for filing proofs of claim based on prepetition claims against any of the Debtors, as set by an order of this Court, and the failure to file a timely claim shall forever prohibit the Counterparty of the applicable Rejected Contract from receiving any distribution on account of such claims from the Debtors' estates or otherwise.
5. Nothing contained in the Motion or this Order shall prejudice the rights of the Debtors to argue that: (a) any of the Rejected Contracts were terminated prior to the Petition Date, (b) any claim for damages arising from the rejection of the Rejected Contracts is limited to the remedies available under any applicable termination provision of such Rejected Contract, or (c) any such claim is an obligation of a third party and not that of the Debtors or their estates.
6. Nothing in the Motion or this Order, nor any actions or payments made by the Debtors pursuant to this Order, shall be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim;

(d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Order. Nothing contained in this Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

7. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.

8. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**SCHEDULE 1****Rejected Contracts**

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
1180 Beacon Properties Condominium Trust 1180 Beacon St. Brookline, MA 02446	Telecommunications License Agreement, effective August 1, 2018.	2/20/23
121 Chestnut Associates Inc. 121 West Chestnut St Chicago, IL 60610	License Agreement, effective May 9, 2019.	2/20/23
15 N Beacon Street Condo Trust 15 N. Beacon Street Boston, MA 02134	Rooftop License and Services Agreement, effective July 30, 2018. The Debtors are seeking to only terminate the Addendum attached to the Rooftop License and Services Agreement.	2/20/23
2701 Federal Blvd, LLC 2701 Federal Blvd Denver, CO 80211	Rooftop License and Services Agreement, effective July 1, 2020.	2/20/23
5609 Realty Corp 5609 15th Avenue Brooklyn, NY 11219	Telecommunications License Agreement, effective September 1, 2020.	2/20/23
5G LLC 5g / 5G, LLC 3828 Georgia Ave NW Washington, DC 20011	Cell Site License Agreement, effective June 6, 2022.	2/20/23
5G LLC 5g / 5G, LLC 7373 Wisconsin Ave Bethesda, MD 20814	Cell Site License Agreement, effective May 25, 2022.	2/20/23
7201 Owners Corp 7201 4th Ave Brooklyn, NY 11209	Telecommunications License Agreement, effective April 1, 2021.	2/20/23
8201 4 Ave LLC 8201 4th Avenue Brooklyn, NY 11209	Telecommunications License Agreement, effective September 25, 2020.	2/20/23
Airwave Strategies II, LLC 220 Highland Blvd. Brooklyn, NY 11207	Sub-License Agreement, effective October 8, 2020.	2/20/23
American Tower Asset Sub II, LLC ATC / American Tower Corp 4241 W Fullerton Ave Chicago, IL 60639	License Agreement (Site Name: Harwood Heights; Site Number: 00303876), effective February 17, 2019.	2/20/23

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
American Tower Asset Sub II, LLC ATC / American Tower Corp 825 E Washington Ln Philadelphia, PA 19144	License Agreement (Site Name: Stenton & Washington; Site Number: 308503), effective May 7, 2019.	2/20/23
American Tower Asset Sub II, LLC ATC / American Tower Corp 6559 East Northwest Hwy Dallas, TX 75231	License Agreement (Site Name: Abrams; Site Number: 309245), effective May 13, 2019.	2/20/23
American Tower Asset Sub II, LLC ATC / American Tower Corp 7112 James Street Philadelphia, PA 19135	License Agreement (Site Name: Tacony; Site Number: 308486), effective September 26, 2019.	2/20/23
American Tower Asset Sub, LLC ATC / American Tower Corp 679 11th Avenue Atlanta, GA 30318	License Agreement (Site Name: Rockdale GA 2; Site Number: 303298), effective May 2, 2019.	2/20/23
American Tower Asset Sub, LLC ATC / American Tower Corp 830 Ramona Ave Philadelphia, PA 19124	License Agreement (Site Name: Northwood PA 6; Site Number: 308374), effective August 15, 2019.	2/20/23
American Tower Asset Sub, LLC ATC / American Tower Corp 5458 Tacony St Philadelphia, PA 19137	License Agreement (Site Name: Wissinoming; Site Number: 308681), effective September 26, 2019.	2/20/23
American Tower Asset Sub, LLC ATC / American Tower Corp 4722 Balsam St. Las Vegas, NV 89108	License Agreement (Site Name: Painted Desert; Site Number: 306928), effective January 28, 2022.	2/20/23
American Tower Asset Sub, LLC ATC / American Tower Corp 1245 Trademark Dr Unit Cell Reno, NV 89521	License Agreement (Site Name: S. meadows Parkway; Site Number: 306806), effective January 12, 2022.	2/20/23
American Tower Asset Sub II, LLC ATC / American Tower Corp 3141 River Road River Grove, IL 60171	License Agreement (Site Name: River Grove IL; Site Number: 303871), effective September 19, 2019.	2/20/23

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
American Tower Corporation ATC / American Tower Corp 971 E 63 St Cleveland, OH 44103	License Agreement (Site Name: NORTH CLEVELAND 1 OH; Site Number: 81713), effective March 19, 2019.	2/20/23
American Tower Delaware Corporation ATC / American Tower Corp 620 Pelham Blvd Saint Paul, MN 55114	License Agreement (Site Name: NEW28094 REBUILD MN; Site Number: 274740), effective September 26, 2019.	2/20/23
American Tower Delaware Corporation ATC / American Tower Corp 45 8th St- NE Atlanta, GA 30309	License Agreement (Site Name: Downtown – AirTouch; Site Number: 00081917), effective February 21, 2019.	2/20/23
American Tower Delaware Corporation ATC / American Tower Corp 301 Baltimore St Detroit, MI 48202	License Agreement (Site Name: DETROIT; Site Number: 00081121), effective March 8, 2018.	2/20/23
American Tower Delaware Corporation ATC / American Tower Corp 2112 Minnehaha Ave S Minneapolis, MN 55404	License Agreement (Site Name: Mtx; Site Number: 00081403), effective February 17, 2019.	2/20/23
American Tower Delaware Corporation ATC / American Tower Corp 5501 Walworth Rd Cleveland, OH 44102	License Agreement (Site Name: West 82 <sup>nd</sup> Street; Site Number: 81848), effective June 18, 2019.	2/20/23
American Tower L.P. ATC / American Tower Corp 676 Greenwood Ave Atlanta, GA 30306	License Agreement (Site Name: Piedmont Park; Site Number: 3014), effective May 14, 2019.	2/20/23
American Tower Management, LLC ATC / American Tower Corp 8200 Ridge Ave Philadelphia, PA 19128	License Agreement (Site Name: Philadelphia – Ridge (WFLN); Site Number: 6690), effective August 22, 2019.	2/20/23
American Tower Sub, LLC ATC / American Tower Corp 13685 N Central Hwy Ste A Dallas, TX 75243	License Agreement (Site Name: I-635 & Us 75; Site Number: 309139), effective May 16, 2019.	2/20/23
American Tower, L.P. ATC / American Tower Corp 10509 Buckeye Rd Cleveland, OH 44104	License Agreement (Site Name: Raven; Site Number: 00050747), effective February 17, 2019.	2/20/23



<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
American Towers LLC ATC / American Tower Corp 6222 Skyline Drive Houston, TX 77057	License Agreement (Site Name: SKYLINE DRIVE-HOUSTON; Site Number: 00004266), effective February 17, 2019.	2/20/23
American Towers LLC ATC / American Tower Corp 2238 N Pecos Rd Las Vegas, NV 89115	License Agreement (Site Name: LA PLAYITA NV; Site Number: 275339), effective September 7, 2022.	2/20/23
American Towers LLC, ATC / American Tower Corp 4424 San Mateo St Las Vegas, NV 89031	License Agreement (Site Name: Lone Mountain NV1; Site Number: 43757), effective September 12, 2022.	2/20/23
American Towner Asset Sub LLC ATC / American Tower Corp 10919 Franklin Blvd Cleveland, OH 44102	License Agreement (Site Name: Downtown 37-1; Site Number: 00307852), effective April 9, 2019.	2/20/23
Anterra Owners Association 300 Berry Street San Francisco, CA 94158	Telecommunications License Agreement, effective February 4, 2020.	2/20/23
ATC Iris I LLC ATC / American Tower Corp 1076 Meldrum St Detroit, MI 48207	License Agreement (Site Name: PHOENIX MI; Site Number: 00311714), effective February 21, 2019.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 1801 Davenport Ave Cleveland, OH 44114	License Agreement (Site Name: CLEV 058 OH; Site Number: 00413268), effective February 17, 2019.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 3840 S Jensen Las Vegas, NV 89147	License Agreement (Site Name: Lakes (Lakes at Las Vegas); Site Number: 00412994), effective January 12, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 8565 Blue Diamond Rd Las Vegas, NV 89178	License Agreement (Site Name: Blue Diamond & Durango NV; Site Number 00412975), effective January 12, 2022).	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 3993 Boulder Hwy Las Vegas, NV 89121	License Agreement (Site Name: Boulder Station NV; Site Number: 412971), effective July 20, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 480 Greenway Rd Huron, NV 89015	License Agreement (Site Name: Henderson (new) NV; Site Number: 412979), effective January 28, 2022.	2/20/23

Counterparty & Address	Contract Description	Rejection Date
ATC Sequoia LLC ATC / American Tower Corp 3131 Est Fremont Street Las Vegas, NV 89104	License Agreement (Site Name: Est Fremont Street; Site Number: 412947), effective February 7, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 6150 Transverse Dr Las Vegas, NV 89146	License Agreement (Site Name: Trinity NV; Site Number: 413002), effective February 7, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 5851 Allen Ln N Las Vegas, NV 89031	License Agreement (Site Name: Allan & Tropical NV; Site Number: 412981), effective February 7, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 8570 W Sahara Las Vegas, NV 89117	License Agreement (Site Name: Sahara & Durango NV; Site Number: 412996), effective August 4, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 801 Searles Ave Las Vegas, NV 89101	License Agreement (Site Name: Anderson Dairy NV; Site Number: 412964), effective August 4, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp Coleman & Cole Dr North Las Vegas, NV 89119	License Agreement (Site Name: Coleman (3302 Coleman) NV; Site Number: 412970), effective September 7, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 6105 West Tropicana Las Vegas, NV 89103	License Agreement (Site Name: Spanish Trails NV; Site Number: 412957), effective September 12, 2022.	2/20/23
ATC Sequoia LLC ATC / American Tower Corp 3441 W Sahara Blvd Las Vegas, NV 89102	License Agreement (Site Name: Sahara & Spanish Oak NV; Site Number: 412955), effective September 12, 2022.	2/20/23
ATC Sequoia, LLC ATC / American Tower Corp 11827 Abrams Rd Dallas, TX 75243	License Agreement (Site Name: FOREST PARK TOWER TX; Site Number: 00415992), effective April 9, 2019.	2/20/23
ATC Sequoia, LLC ATC / American Tower Corp 221 S McLeod Las Vegas, NV 89119	License Agreement (Site Name: McLeod NV; Site Number: 412948), effective September 16, 2022.	2/20/23
ATC Watertown LLC ATC / American Tower Corp 12040 North 15th Drive Phoenix, AZ 85029	License Agreement (Site Name: SHAW BUTTE AZ; Site Number: 282657), effective May 2, 2019.	2/20/23

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
Ballston Acquisition Company, LLC 700 N Randolph St Arlington, VA 22203	Rooftop License Agreement, effective July 11, 2022.	2/20/23
Broadcast Services, Inc. BS / Broadcast Services, Inc. 707 SW Washington St Portland, OR 97205	Antenna Site Access and License Agreement.	2/20/23
Bronstein Properties LLC 8602 Park Lane South Richmond Hill, NY 11418	Telecommunications License Agreement, effective November 5, 2020.	2/20/23
CCATT LLC CC / Crown Castle 3200 C Street Philadelphia, PA 19134	Short Form Tower License Agreement (License Identifier: 700857; JDE Business Unit: 840099), effective April 26, 2019.	2/20/23
CCATT LLC CC / Crown Castle 2350 South Blue Island Ave Chicago, IL 60608	Short Form Tower License Agreement (License Identifier: 702592; JDE Business Unit: 856104), effective April 20, 2019.	2/20/23
CCATT LLC CC / Crown Castle 7375 N Tule Springs Rd Las Vegas, NV 89131	Site License Agreement (License Identifier: 803546; JDE Business Unit: 844908), effective February 3, 2022.	2/20/23
CCTM1 LLC CC / Crown Castle 4198 N Lamont St Las Vegas, NV 89115	Site License Agreement (License Identifier: 811431; JDE Business Unit: 825563), effective March 31, 2022.	2/20/23
CCTM1 LLC CC / Crown Castle 1418 S Main St. Las Vegas, NV 89104	Site License Agreement (License Identifier: 823260; JDE Business Unit: 825600), effective September 23, 2022.	2/20/23
CCTMO LLC CC / Crown Castle 3117 W 47th St Chicago, IL 60632	Short Form Tower License Agreement (License Identifier: 701014; JDE Business Unit: 822198), effective May 31, 2019.	2/20/23
CCTMO LLC CC / Crown Castle 9167 Frankford Ave. Philadelphia, PA 19114	Short Form Tower License Agreement (License Identifier: 718970; JDE Business Unit: 826074), effective September 18, 2019.	2/20/23
CCTMO LLC CC / Crown Castle 2421 Betty Lane Las Vegas, NV 89156	Site License Agreement (License Identifier: 823261; JDE Business Unit: 825576), effective September 2, 2022.	2/20/23

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
Comcast of Philadelphia II, LLC 1351 S. Christopher Columbus Boulevard, Philadelphia, PA 19147	Antenna Site License Agreement (Site Name: Seattle; Site Number: 10999), effective February 18, 2020.	2/20/23
Crown Atlantic Company LLC CC / Crown Castle 15040 N Tatum Blvd Phoenix, AZ 85032	Short Form Tower License Agreement (License Identifier: 704976; JDE Business Unit: 807330), effective June 10, 2019.	2/20/23
Crown Atlantic Company LLC CC / Crown Castle 6202 Oxford Ave Philadelphia, PA 19111	Short Form Tower License Agreement (License Identifier: 703957; JDE Business Unit: 806097), effective June 10, 2019.	2/20/23
Crown Atlantic Company LLC CC / Crown Castle 3245-85 Stokley St Philadelphia, PA 19129	Short Form Tower License Agreement (License Identifier: 704861; JDE Business Unit: 806130), effective June 20, 2019.	2/20/23
Crown Atlantic Company LLC CC / Crown Castle 7316 W Virginia Phoenix, AZ 85035	Short Form Tower License Agreement (License Identifier: 712145; JDE Business Unit: 806158), effective July 30, 2019.	2/20/23
Crown Atlantic Company, LLC CC / Crown Castle 5708-44 Woodland Ave Philadelphia, PA 19143	Short Form Tower License Agreement (License Identifier: 700854; JDE Business Unit: 806846), effective April 25, 2019.	2/20/23
Crown Castle AS LLC CC / Crown Castle 14600 Detroit Ave Lakewood, OH 44107	Rooftop License Agreement (License Identifier: 698862; JDE Business Unit: 819110), effective April 12, 2019.	2/20/23
Crown Castle GT Company LLC CC / Crown Castle 7119 Carnegie Ave Cleveland, OH 44103	Short Form Tower License Agreement (License Identifier: 690266; JDE Business Unit: 816219), effective March 18, 2019.	2/20/23
Crown Castle GT Company LLC CC / Crown Castle 13000 St Clair Ave Cleveland, OH 44108	Short Form Tower License Agreement (License Identifier: 690265; JDE Business Unit: 814654), effective March 18, 2019.	2/20/23
Crown Castle GT Company LLC CC / Crown Castle 4222 S Morgan St Chicago, IL 60609	Short Form Tower License Agreement (License Identifier: 701012; JDE Business Unit: 817234), effective May 31, 2019.	2/20/23

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
Crown Castle GT Company LLC CC / Crown Castle 1011 North Homan Chicago, IL 60651	Short Form Tower License Agreement (License Identifier: 705648; JDE Business Unit: 816936), effective July 12, 2019.	2/20/23
Crown Castle MU LLC CC / Crown Castle 3500 E Cheyenne Ave North Las Vegas, NV 89030	Site License Agreement (License Identifier: 803544; JDE Business Unit: 839225), effective February 3, 2022.	2/20/23
Crown Castle MUPA LLC CC / Crown Castle 4750 Deer Springs Way North Las Vegas, NV 89084	Site License Agreement (License Identifier: 812401; JDE Business Unit: 805874), effective August 2, 2022.	2/20/23
Crown Communication LLC CC / Crown Castle 670 Fulgham Rd Plano, TX 75093	Short Form Tower License Agreement (License Identifier: 714387; JDE Business Unit: 805761), effective August 20, 2019.	2/20/23
Cubalmart, L.P. 179-36 Jamaica Avenue New York, NY 11423	Access and Licensing Agreement, effective August 24, 2020.	2/20/23
Cummins Towers Company LP 950 Canterbury Street Roslindale, MA 02131	Rooftop License Agreement, effective May 27, 2021. The Debtors are seeking to only terminate the Addendum attached to the Rooftop License Agreement as Exhibit A.	2/20/23
Dearborn Owner LLC 291 Dearborn Way Aurora, CO 80012	Rooftop License Agreement, effective April 21, 2022.	2/20/23
Global Signal Acquisitions II LLC CC / Crown Castle 7010 S Stoney Island Chicago, IL 60649	Short Form Tower License Agreement (License Identifier: 701013; JDE Business Unit: 875715), effective May 6, 2019.	2/20/23
Global Signal Acquisitions II LLC CC / Crown Castle 5000 N ELSTON AVE Chicago, IL 60630	Short Form Tower License Agreement (License Identifier: 704655; JDE Business Unit: 875711), effective May 23, 2019.	2/20/23
Global Signal Acquisitions II LLC CC / Crown Castle 1346 Paseo Verde Henderson, NV 89012	Site License Agreement (License Identifier: 809127; JDE Business Unit: 880994), effective March 21, 2022.	2/20/23
Global Signal Acquisitions II LLC CC / Crown Castle 6220 N Jones Blvd Las Vegas, NV 89130	Site License Agreement (License Identifier: 809133; JDE Business Unit: 880942), effective March 21, 2022.	2/20/23

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
Global Signal Acquisitions II LLC CC / Crown Castle 1960 Mt. Hood Las Vegas, NV 89156	Site License Agreement (License Identifier: 809118; JDE Business Unit: 881008), effective March 29, 2022.	2/20/23
Global Signal Acquisitions II LLC CC / Crown Castle 6740 Boulder Highway Las Vegas, NV 89122	Site License Agreement (License Identifier: 827368; JDE Business Unit: 880979), effective October 10, 2022.	2/20/23
Global Signal Acquisitions III LLC CC / Crown Castle 6154 Mayfield Rd Mayfield Heights, OH 44124	Short Form Tower License Agreement (License Identifier: 690268; JDE Business Unit: 876208), effective March 25, 2019.	2/20/23
Global Signal Acquisitions III LLC CC / Crown Castle 5700 Boulder Hwy Las Vegas, NV 89122	Site License Agreement (License Identifier: 801833; JDE Business Unit: 880999), effective February 2, 2022.	2/20/23
Global Signal Acquisitions III LLC CC / Crown Castle 3842 Development Ct North Las Vegas, NV 89115	Site License Agreement (License Identifier: 809120; JDE Business Unit: 881013), effective April 8, 2022.	2/20/23
Global Signal Acquisitions IV LLC CC / Crown Castle 1238 Belmont Avenue Philadelphia, PA 19104	Short Form Tower License Agreement (License Identifier: 700855; JDE Business Unit: 843248), effective May 3, 2019.	2/20/23
Global Signal Acquisitions IV, LLC CC / Crown Castle 4753 N Broadway Chicago, IL 60640	Rooftop License Agreement (License Identifier: 692461; JDE Business Unit: 821932), effective March 18, 2019.	2/20/23
Grosvenor Park Condominium CWF / Columbia Wireless Facilities, LLC 10101 Grosvenor Place Rockville, MD 20852	Rooftop License Agreement, effective November 2, 2022.	2/20/23
GTP Acquisition Partners II, LLC ATC / American Tower Corp 1810 Jeffries St Dallas, TX 75226	License Agreement (Site Name: Dallas Fairpark; Site Number: 00374493), effective February 17, 2019).	2/20/23

<b>Counterparty &amp; Address</b>	<b>Contract Description</b>	<b>Rejection Date</b>
GTP Acquisition Partners II, LLC ATC / American Tower Corp 10047 Edmond Street Las Vegas, NV 89141	License Agreement (Site Name: Arden NV; Site Number: 373276), effective February 7, 2022.	2/20/23
GTP Acquisition Partners II, LLC ATC / American Tower Corp 1000 E Flamingo Rd Las Vegas, NV 89119	License Agreement (Site Name: Claymont NV; Site Number: 00373288), effective August 3, 2022.	2/20/23
GTP Acquisition Partners II, LLC ATC / American Tower Corp 10301 Spencer St Las Vegas, NV 89183	License Agreement (Site Name: Tolson 2; Site Number: 373313), effective February 7, 2022.	2/20/23
GTP Acquisition Partners II, LLC ATC / American Tower Corp 328 W Carey Ave North Las Vegas, NV 89030	License Agreement (Site Name: MILLER NV; Site Number: 373299), effective September 8, 2022.	2/20/23
GTP Acquisition Partners II, LLC ATC / American Tower Corp 2580 N Green Valley Pkwy Henderson, NV 89014	License Agreement (Site Name: Green Valley; Site Number: 373294), effective September 12, 2022.	2/20/23
GTP Acquisition Partners II, LLC ATC / American Tower Corp 361 Julia St Henderson, NV 89014	License Agreement (Site Name: Warm Springs NV; Site Number: 373316), effective September 12, 2022.	2/20/23