

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.*,¹ : Case No. 23-10219 (____)
:
Debtors. : (Joint Administration Requested)
:
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**DEBTORS’ FIRST OMNIBUS MOTION FOR ENTRY OF ORDER
AUTHORIZING (I) REJECTION OF (A) CERTAIN UNEXPIRED LEASES
OF NONRESIDENTIAL REAL PROPERTY AND (B) CERTAIN EXECUTORY
CONTRACTS, IN EACH CASE, EFFECTIVE AS OF THE PETITION DATE,
AND (II) ABANDONMENT OF ANY REMAINING PERSONAL
PROPERTY LOCATED AT THE LEASED PREMISES**

**EACH LANDLORD RECEIVING THIS MOTION SHOULD LOCATE ITS NAME
AND LEASE IN THE SCHEDULE OF LEASES TO BE REJECTED, ATTACHED
TO THE PROPOSED ORDER AS SCHEDULE 1.**

**EACH CONTRACT COUNTERPARTY RECEIVING THIS MOTION SHOULD LOCATE
THEIR RESPECTIVE NAMES AND CONTRACT DESCRIPTION IN THE SCHEDULE
ATTACHED TO THE PROPOSED ORDER AS SCHEDULE 2.**

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**”): (a) authorizing the Debtors to reject,

¹ 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.



effective as of the Petition Date (as defined below), certain unexpired leases of nonresidential real property, (b) authorizing the Debtors to abandon, effective as of the Petition Date, any Remaining Property (as defined below) located at the Premises (as defined below), and (c) authorizing the Debtors to reject, effective as of the Petition Date, certain executory contracts.

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**”),² filed contemporaneously herewith, and is incorporated herein by reference.³

REJECTION OF UNEXPIRED LEASES

8. Given the Debtors’ financial difficulties, the Debtors’ management, in consultation with the Debtors’ advisors, considered ways to alleviate these onerous lease obligations, including, among other things, exploring the market for a sublease or assignment of the leases and seeking to renegotiate those leases (or terminate them on favorable terms). Unfortunately, the Debtors and their advisors ultimately determined that there was not a sufficient market for their burdensome leases, and the Debtors’ efforts to reduce their rental obligations proved unsuccessful.

9. Through this process, the Debtors identified two leases (the “**Leases**”) for rejection that are no longer necessary to the Debtors’ continued business operations. The Debtors seek authority to reject the Leases effective as of the Petition Date. The Leases are set forth on Schedule 1 attached to the Proposed Order.⁴

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

³ 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>.

⁴ The Debtors reserve all rights to modify Schedule 1, including by removing one or more Leases without prejudice to their rights to reject such Leases at a later date.

10. By rejecting the Leases, the Debtors will avoid the accrual of unnecessary administrative expenses with no foreseeable benefits to the Debtors' estates. Moreover, given the obligations under the Leases and current market conditions, the Debtors have concluded that, in consultation with their advisors, that the Leases are not marketable and are unlikely to generate material value for the Debtors' estates.

11. No later than the Petition Date, the landlords and/or lessors (collectively, the "**Landlords**") received correspondence (collectively, the "**Landlord Letters**") from the Debtors indicating that the Debtors intended to reject the Leases as of the Petition Date and that the Debtors were unequivocally surrendering possession of the applicable properties (collectively, the "**Premises**") in conjunction therewith as of such time. The Landlords will not be unduly prejudiced if the Leases are rejected effective as of the Petition Date because, on the Petition Date, the Debtors have served this Motion on the Landlords and/or their agents or representatives by overnight delivery, electronic mail, and/or facsimile, thereby advising such Landlords that the Debtors intend to reject the Leases effective as of the Petition Date. Furthermore, the Debtors have, on or before the date hereof, relinquished the keys to the Leases and provided the alarm code(s) to the Landlords or their representatives, abandoned the Premises and, in conjunction therewith, indicated that they were unequivocally surrendering possession as a result thereof. The keys were delivered to the Landlords under the Leases, together with the Landlord Letters, on the Petition Date.

12. During the ordinary course of business, the Debtors accumulated certain miscellaneous assets at the Premises, including certain furniture, fixtures, and equipment of inconsequential value. The Debtors generally have removed such assets from the Premises. However, the Debtors have determined that, in the exercise of their business judgment, certain of

these assets were or will be exceedingly difficult or expensive to remove or store (the “**Remaining Property**”). The Debtors estimate that the Remaining Property is of *de minimis* value, and therefore, the Debtors will not realize any economic benefit by retaining the Remaining Property. Each Landlord Letter advised the applicable counterparties that the Debtors were surrendering any Remaining Property that was located at the Premises. Accordingly, the Debtors request authority to abandon any Remaining Property, effective as of the Petition Date.

REJECTION OF CERTAIN EXECUTORY CONTRACTS

13. 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 agreements are those executory contracts set forth on Schedule 2 to the Proposed Order (collectively, including any amendments or modifications thereto, the “**Contracts**,” and together with the Leases, the “**Rejected Agreements**”). The Debtors have determined, in an exercise of their business judgment, to immediately reject the Contracts to avoid potentially incurring further costs and expenses that would only undermine the Debtors’ efforts to minimize costs and maximize value of the estate for the benefit of all creditors.

BASIS FOR RELIEF REQUESTED

I. REJECTION OF THE REJECTED AGREEMENTS REFLECTS THE DEBTORS’ SOUND BUSINESS JUDGMENT

14. 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) (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.”).

15. The standard applied by courts to determine whether the assumption or rejection of an unexpired nonresidential lease should be authorized is the “business judgment” test, which requires a debtor to have determined that the requested assumption or rejection would be beneficial to its estate. *See Grp. of Institutional Inv’rs, Inc. v. Chi., Milwaukee, St. Paul & Pac. R.R.*, 318 U.S. 523, 550 (1943) (noting that “the question whether a lease should be rejected . . . is one of business judgment”); *In re Bildisco*, 682 F.2d 72, 79 (3d Cir. 1982), *aff’d*, 465 U.S. 513 (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *accord In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003).

16. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject leases. *See e.g., Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming the rejection of a service agreement as a sound exercise of the debtor’s business judgment when the bankruptcy court found that such rejection would benefit the debtors’ estate); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”).

17. A court may permit such retroactive rejection to avoid unduly exposing a debtor's estate to unwarranted postpetition administrative or other expenses. *See Bildisco & Bildisco*, 465 U.S. at 523 (stating that rejection relates back to the petition date); *Thinking Machs. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995) (“In the section 365 context . . . bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation.”); *Stonebriar Mall Ltd. P’ship v. CCI Wireless, LLC (In re CCI Wireless, LLC)*, 297 B.R. 133, 140 (D. Col. 2003) (holding that a bankruptcy court “has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *In re Amber’s Stores*, 193 B.R. 819, 827 (N.D. Tex. 1996); *Constant Ltd. P’ship v. Jamesway Corp. (In re Jamesway Corp.)*, 179 B.R. 33, 37–38 (S.D.N.Y. 1995) (affirming bankruptcy court’s retroactive approval of lease rejection).

18. Courts in this jurisdiction have previously considered the question of retroactive rejection of unexpired leases. *See In re Namco Cybertainment, Inc.*, Case No. 98-00173 (PJW) (Bankr. D. Del. Feb. 6, 1998). In *Namco*, the court permitted retroactive rejection on the conditions that (a) the property (and the keys thereto) subject to a lease were surrendered with an unequivocal statement of abandonment to the landlord or lessor, (b) the motion was filed and served on the landlord or lessor, (c) the official committee consented to the relief requested in the motion, and (d) the debtor acknowledged that it would not have the right to withdraw the motion prior to the hearing.

19. Here, the Debtors seek to reject the Rejected Agreements, pursuant to section 365(a) of the Bankruptcy Code, to avoid the incurrence of any additional, unnecessary expenses related thereto.

20. Rejection of the Rejected Agreements is well within the Debtors' business judgment and will serve the best interests of their estates. The Debtors no longer require the use of the Premises. The Debtors will surrender, or have surrendered, each of the Premises to the respective Landlords as of the Petition Date. As a result, as of the Petition Date, the Leases will have no value to the Debtors' estates. Additionally, this Motion, which is being served on the Landlords and/or their agents or representatives by overnight delivery, electronic mail, and/or facsimile, is a statement to such Landlords that the Debtors are unequivocally surrendering their interests in the Leases (and underlying leasehold) as of the Petition Date.

21. Similarly, the Debtors have analyzed each of the Contracts, and have determined that such agreements do not provide the Debtors any material benefit, and should be rejected to cut off the potential incurrence of additional administrative cost or expense.

22. The facts and circumstances of the Chapter 11 Cases and the balance of the equities favor the Debtors' rejection of the Leases, effective as of the Petition Date. Without a retroactive date of rejection, the Debtors may incur unnecessary administrative charges. Moreover, the Landlords will not be unduly prejudiced if the Leases are rejected, effective as of the Petition Date, because the Debtors will serve this Motion on the Landlords and/or their agents or representatives by overnight delivery, electronic mail, and/or facsimile, stating that the Debtors intend to reject the Leases. With respect to the Leases, the Debtors informed the Landlords prior to the Petition Date that they would reject the Leases, effective as of the Petition Date. With respect to the Contracts, the Debtors will notify such counterparties immediately by serving them with a copy of this Motion by overnight or email (where available), of their intent to immediately reject such Contracts.

23. Therefore, as it is in the Debtors' and their estates' best interests to eliminate the potential incurrence of administrative expenses, and to avoid the potential accrual of any further obligations under the Rejected Agreements, the Debtors respectfully submit that the retroactive rejection of the Leases and Contracts, effective as of the Petition Date, is appropriate.

II. ABANDONMENT OF ANY REMAINING PROPERTY AS OF THE PETITION DATE IS AUTHORIZED BY SECTION 554(A) OF THE BANKRUPTCY CODE

24. Under section 554(a) of the Bankruptcy Code, a debtor, after notice and a hearing, is authorized to "abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The right to abandon property is virtually unfettered, unless (a) abandonment of the property will contravene laws designed to protect public health and safety, or (b) the property poses an imminent threat to the public's welfare. *See In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

25. Any Remaining Property left at the Premises is of inconsequential value to the Debtors' estates, and the costs to the Debtors of removing or storing the Remaining Property will exceed any realistic economic benefit that might be realized by retaining such Remaining Property. Accordingly, the Debtors have determined that, in the exercise of their sound business judgment, abandonment of any Remaining Property will be in the best interests of the Debtors and their estates.

COMPLIANCE WITH BANKRUPTCY RULE 6006(f)

26. 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.

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

RESERVATION OF RIGHTS

28. 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

29. 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 Landlords; (e) the counterparties to the Contracts (via overnight or electronic mail); (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; and (i) 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

/s/ Joseph M. Mulvihill

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Joseph M. Mulvihill (No. 6061)
Timothy R. Powell (No. 6894)
Rodney Square, 1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
jmulvihill@ycst.com
tpowell@ycst.com

-and-

LATHAM & WATKINS LLP

Jeffrey E. Bjork (*pro hac vice* admission pending)
Ted A. Dillman (*pro hac vice* admission pending)
Jeffrey T. Mispagel (*pro hac vice* admission pending)
Nicholas J. Messana (*pro hac vice* admission pending)
355 South Grand Avenue, Suite 100
Los Angeles, California 90071
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
Email: jeff.bjork@lw.com
ted.dillman@lw.com
jeffrey.mispagel@lw.com
nicholas.messana@lw.com

Jason B. Gott (*pro hac vice* admission pending)
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
Email: jason.gott@lw.com

Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

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

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

**ORDER AUTHORIZING (I) REJECTION OF (A) CERTAIN UNEXPIRED
LEASES OF NONRESIDENTIAL REAL PROPERTY AND (B) CERTAIN
EXECUTORY CONTRACTS, IN EACH CASE, EFFECTIVE AS OF THE
PETITION DATE, AND (II) ABANDONMENT OF ANY REMAINING
PERSONAL PROPERTY LOCATED AT THE LEASED PREMISES**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (a) authorizing the Debtors to reject, effective as of the Petition Date, certain unexpired leases of nonresidential real property, (b) authorizing the Debtors to abandon, effective as of the Petition Date, any Remaining Property located at the Premises, and (c) authorizing the Debtors to reject, effective as of the Petition Date, certain executory 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

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

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 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 Leases 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. The Debtors are authorized to abandon any Remaining Property located at the Premises free and clear of all liens, claims, encumbrances, interests, and rights of third parties, with such abandonment being effective as of the Petition Date. The applicable Landlords and/or their agents or representatives are authorized to dispose of the abandoned Remaining Property without liability to the Debtors or any third party, and, to the extent applicable, the automatic stay is modified to allow such disposition.
5. The Contracts identified on **Schedule 2** 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.

6. Claims arising out of the rejection of the Rejected Agreements 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 Agreement from receiving any distribution on account of such claims from the Debtors' estates or otherwise.

7. Nothing contained in the Motion or this Order shall prejudice the rights of the Debtors to argue that: (a) any of the Rejected Agreements were terminated prior to the Petition Date, (b) any claim for damages arising from the rejection of the Rejected Agreements is limited to the remedies available under any applicable termination provision of such Rejected Agreement, or (c) any such claim is an obligation of a third party and not that of the Debtors or their estates.

8. 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.

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

10. 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.

11. 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 Leases**

Landlord Counterparty and Address	Location of Leased Property			Debtor Counterparty
	Street Address	City	State	
Downtown NYC Owner, LLC c/o Murray Hill Properties, 530 Fifth Avenue, 17 th Floor, New York, New York 10036	180 Maiden Lane, New York, New York 10005	New York	NY	Starry, Inc.
Prologis USLV SubREIT 4, LLC 3800 Howard Hughes Parkway, Suite 1250 Las Vegas, Nevada 89169 With copy to: Prologis 1800 Wazee Street Suite 500 Denver, Colorado 80202	Warm Springs DC 11, 7650 Dean martin Dr., Las Vegas, Nevada 89139	Las Vegas	NV	Starry, Inc.

SCHEDULE 2**Rejected Contracts**

Counterparty & Address	Contract Description	Rejection Date
GTP Structures I, LLC ATC / American Tower Corp 4441 21 Ave SW Seattle, WA 98106	License Agreement (Site Name: PIGEON POINT WA; Site Number: 282346), effective May 1, 2019.	2/20/23
GTP Structures I, LLC ATC / American Tower Corp 2800 Neilson Way Santa Monica, CA 90405	Rooftop License Agreement (Site Name: The Shores North; Site Number: 375387), effective April 30, 2020.	2/20/23
GTP Towers I, LLC ATC / American Tower Corp 10343 Giles St Las Vegas, NV 89183	License Agreement (Site Name: CACTUS NV; Site Number: 373285), effective September 7, 2022.	2/20/23
GTP Towers I, LLC ATC / American Tower Corp 5396 Treasure Ave Las Vegas, NV 89122	License Agreement (Site Name: Cabana; Site Number: 373284), effective September 12, 2022.	2/20/23
GTP Towers IV, LLC ATC / American Tower Corp 5938 W Madison Ave Chicago, IL 60644	License Agreement (Site Name: Creamer; Site Number: 00371168), effective April 9, 2019.	2/20/23
InSite Towers, LLC ATC / American Tower Corp 17602 North Black Canyon Highway Phoenix, AZ 85053	Communications License Agreement (Licensor Site: AZ929 Union Hills Hub 6; Licensee Site: PHX-0025), effective March 11, 2019.	2/20/23
InSite Towers, LLC ATC / American Tower Corp 7885 Westwind Road Las Vegas, NV 89139	License Agreement (Site Name: Westwind; Site Number: 207765), effective February 28, 2022.	2/20/23
InSite Towers, LLC, ATC / American Tower Corp Fort Apache Road Las Vegas, NV 89149	License Agreement (Site Name: Fort Apache; Site Number: 208193), effective September 12, 2022.	2/20/23
IWG Tower Assets II, LLC ATC / American Tower Corp 1518 Queen Anne Avenue North Seattle, WA 98109	Communications License Agreement (Licensor Site: WA950 Queen Anne; Licensee Site: PROS-SEA-0002), effective March 11, 2019.	2/20/23
Midwest NT 1 LLC VB / Vertical Bridge 4601 W Addison Chicago, IL 60641	Site Use Agreement (Site ID: IL-5293 N-Cicero and Addison), effective August 5, 2019.	2/20/23

Counterparty & Address	Contract Description	Rejection Date
Midwest NT 1, LLC VB / Vertical Bridge 7183 W Armitage Ave Chicago, IL 60707	Site Use Agreement (Site ID: IL-5472 North Ave and Harlem), effective August 29, 2019.	2/20/23
Midwest NT 1, LLC VB / Vertical Bridge 9000 S Ashland Ave Chicago, IL 60620	Site Use Agreement (Site ID: IL-5337 90 th and Ashland), effective August 30, 2019.	2/20/23
Midwest NT 1, LLC VB / Vertical Bridge 7320 W Belmont Ave Chicago, IL 60634	Site Use Agreement (Site ID: IL-5294 Belmont and Harlem), effective August 30, 2019.	2/20/23
New Cingular Wireless PCS, LLC CC / Crown Castle 1553 Grant Ave Philadelphia, PA 19115	Short Form Tower License Agreement (License Identifier: 701518; JDE Business Unit: 840137), effective May 21, 2019.	2/20/23
New Cingular Wireless PCS, LLC CC / Crown Castle 6504 East Thomas Rd Scottsdale, AZ 85251	Short Form Tower License Agreement (License Identifier: 708000; JDE Business Unit: 846105), effective July 18, 2019.	2/20/23
Parkside Place Company LLP 700 Huron Avenue Cambridge, MA 0	Rooftop License and Services Agreement, effective May 27, 2021.	2/20/23
Pinnacle Towers LLC CC / Crown Castle 12 South 12th St Philadelphia, PA 19107	Rooftop License Agreement (JDE Business Unit: 871708; License Identifier: 592233), effective November 22, 2017.	2/20/23
Pinnacle Towers LLC CC / Crown Castle 5707 N Sheridan Chicago, IL 60660	Rooftop License Agreement (License Identifier: 692379; JDE Business Unit: 871936), effective April 2, 2019.	2/20/23
Pinnacle Towers LLC CC / Crown Castle 2450 Rockbrook Lewisville, TX 75067	Short Form Tower License Agreement (License Identifier: 698874; JDE Business Unit: 871185), effective April 11, 2019.	2/20/23
Pinnacle Towers LLC CC / Crown Castle 1230 E Mermaid Ln Wyndmoor, PA 19038	Short Form Tower License Agreement (License Identifier: 704279; JDE Business Unit: 870884), effective June 16, 2019.	2/20/23
Plaza De Monaco Towers Condo Association, Inc. 2880 S Locust St Denver, CO 80222	Telecommunications License Agreement, effective August 12, 2022.	2/20/23

Counterparty & Address	Contract Description	Rejection Date
Prince Street Senior Housing LLC 5225 S Prince St Littleton, CO 80123	Telecommunications License Agreement, effective August 29, 2022.	2/20/23
PTI US Assets II, LLC 32-52 33rd Street Astoria, NY 11106	Rooftop License Agreement (PTI Site: US-NY-1151), effective May 5, 2021.	2/20/23
Ray Pellegrino Trustee of the Ray Pellegrino Trust 16 Esplanade Redondo Beach, CA 90277	Telecommunications License Agreement, effective May 12, 2022.	2/20/23
RCG Tower Group I, LLC 2903 Valentine Avenue Bronx, NY 10458	Sub-License Agreement, effective September 28, 2022.	2/20/23
RCG Tower Group I, LLC 3322 Decatur Avenue Bronx, NY 10467	Sub-License Agreement, effective September 20, 2022.	2/20/23
Repeater Communications Group I, LLC ATC / American Tower Corp 188 Ludlow Street New York, NY 10002	Sub-License Agreement, effective May 25, 2022.	2/20/23
Repeater Communications Group III, LLC ATC / American Tower Corp 36-35 167th Street Queens, NY 11358	Sub-License Agreement, effective October 15, 2020.	2/20/23
Richland Towner Management Seattle, LLC (via American Tower Corporation) ATC / American Tower Corp 1715 East Madison St Seattle, WA 98122	License Agreement (Site Name: SEATTLE WA; Site Number: 282692), effective June 1, 2017.	2/20/23
SBA 2012 TC Assets, LLC SBA / SBA Site Management N Decatur Blvd & Horse Dr Las Vegas, NV 89131	Antenna Site Agreement (Site ID: NV47319-A-06; Tenant Site ID: S-LASLAS0331-A).	2/20/23
SBA Infrastructure, LLC SBA / SBA Site Management 10775 S Rainbow Blvd Las Vegas, NV 89179	Antenna Site Agreement (Site ID: NV09368-S-04; Tenant Site ID: S-LASLAS0914-A).	2/20/23
SBA Steel II, LLC SBA / SBA Site Management 4341 SW Freeway Houston, TX 77027	Antenna Site Agreement (Site ID: TX47985-A-03; Tenant Site ID: PROS-HOU-0036).	2/20/23

Counterparty & Address	Contract Description	Rejection Date
SBA STRUCTURES, LLC SBA / SBA Site Management 232 North Arroyo Grande Boulevard Clark, NV 89014	Antenna Site Agreement (Site ID: NV20201-A-11; Tenant Site ID: S-LASLAS0407-A).	2/20/23
SBA STRUCTURES, LLC SBA / SBA Site Management 8627 Wagon Trail Avenue Las Vegas, NV 89118	Antenna Site Agreement (Site ID: NV20862-A-05; Tenant Site ID: S-LASLAS0173-A).	2/20/23
SBA STRUCTURES, LLC SBA / SBA Site Management 7180 East Washington Avenue Las Vegas, NV 89156	Antenna Site Agreement (Site ID: NV20057-A-07; Tenant Site ID: S-LASLAS0479-A).	2/20/23
SBA STRUCTURES, LLC SBA / SBA Site Management 3650 South Decatur Las Vegas, NV 89102	Antenna Site Agreement (Site ID: NV20051-A-07; Tenant Site ID: S-LASLAS0254-A).	2/20/23
SBA STRUCTURES, LLC SBA / SBA Site Management 347 East Windmill Lane Las Vegas, NV 89123	Antenna Site Agreement (Site ID: NV20347-A-10; Tenant Site ID: S-LASLAS0294-B).	2/20/23
SBA STRUCTURES, LLC SBA / SBA Site Management 3925 S. Buffalo Drive Las Vegas, NV 89147	Antenna Site Agreement (Site ID: NV20045-A-08; Tenant Site ID: S-LASLAS0209-A).	2/20/23
SBA STRUCTURES, LLC SBA / SBA Site Management 4851 East Bonanza Road Las Vegas, NV 89110	Antenna Site Agreement (Site ID: NV20041-A-08; Tenant Site ID: S-LASLAS0414-B).	2/20/23
SBA STRUCTURES, LLC SBA / SBA Site Management 4349 S Jones Las Vegas, NV 89103	Antenna Site Agreement (Site ID: NC20109-A-07; Tenant Site ID: S-LASLAS0231-A).	2/20/23
SBA TC Assets, LLC SBA / SBA Site Management 18440 N 7th St Phoenix, AZ 85022	Antenna Site Agreement (Site ID: AZ45044-A-04; Tenant Site ID: PROS-PHX-0024).	2/20/23
SBA Towers III LLC SBA / SBA Site Management 225 Corey Center SE Atlanta, GA 30312	Antenna Site Agreement (Site ID: GA14516-A-08; Tenant Site ID: 5A).	2/20/23
SBA Towers III LLC SBA / SBA Site Management 2707 Royal Ln Dallas, TX 75229	Antenna Site Agreement (Site ID: TX14041-A-04; Tenant Site ID: PROS-DAL-0059).	2/20/23

Counterparty & Address	Contract Description	Rejection Date
SBA Towers IV, LLC SBA / SBA Site Management 9535 Skillman St Dallas, TX 75243	Antenna Site Agreement (Site ID: TX47831-A-03; Tenant Site ID: PROS-DAL-0017).	2/20/23
SBA Towers IX, LLC SBA / SBA Site Management 8551 Vegas Dr Las Vegas, NV 89128	Antenna Site Agreement (Site ID: BC18038-B-03; Tenant Site ID: S-LASLAS0213-B).	2/20/23
Skyline Towers 6 LLC 43-70 Kissena Blvd. Flushing, NY 11355	Telecommunications License Agreement, effective May 14, 2021.	2/20/23
Somerville Housing Authority 252 Medford Street Somerville, MA 0	Rooftop License and Services Agreement, effective September 20, 2018.	2/20/23
SpectraSite Communications, LLC ATC / American Tower Corp 2001 Point Breeze Ave Philadelphia, PA 19145	License Agreement (Site Name: Point Breeze; Site Number: 00308458), effective April 22, 2019.	2/20/23
SpectraSite Communications, LLC ATC / American Tower Corp 822 W 22nd Place Chicago, IL 60608	License Agreement (Site Name: Dvorak Park; Site Number: 303630), effective May 13, 2019.	2/20/23
SpectraSite Communications, LLC ATC / American Tower Corp 10082 Sandmeyer Ln Philadelphia, PA 19116	License Agreement (Site Name: Femrock; Site Number: 308392), effective August 13, 2019.	2/20/23
The Counsel of Co-Owners of the Representative Condominium 1101 S Arlington Ridge Road Arlington, VA 22202	Rooftop License and Services Agreement, effective September 17, 2019.	2/20/23
U.S. Bank National Association BS / Broadcast Services, Inc. 200 South Sixth St Minneapolis, MN 55402	Antenna Site License Agreement (Site No. MIU03).	2/20/23
Ulysses Asset Sub II, LLC ATC / American Tower Corp 1101 North 63rd St Philadelphia, PA 19151	Rooftop License Agreement (Site Name: LIBERTY TOWER APARTMENTS 2004 RT PA; Site Number: 277068), effective August 21, 2019.	2/20/23
Ulysses Asset Sub II, LLC ATC / American Tower Corp 5920 Miles Ave Huntington Park, CA 90255	License Agreement (Site Name: City Of Huntington Park CA; Site Number: 276586), effective August 29, 2022.	2/20/23

Counterparty & Address	Contract Description	Rejection Date
Ulysses Asset Sub II, LLC ATC / American Tower Corp 1801 W Romneya Drive Anaheim, CA 92801	Rooftop License Agreement (Site Name: Ko's Anaheim Professional RT CA; Site Number: 276500), effective September 28, 2020.	2/20/23
UniSite, LLC ATC / American Tower Corp 108 S Rural St Indianapolis, IN 46201	License Agreement (Site Name: Conrail; Site Number: 00091606), effective February 17, 2019.	2/20/23
VB-S1 Assets, LLC VB / Vertical Bridge 1868 A Kostner Ave Chicago, IL 60639	Site Use Agreement (Site ID: IL-5320 Kostner and 19 th), effective August 1, 2019.	2/20/23
VB-S1 Assets, LLC VB / Vertical Bridge 7003 S Bell Ave Chicago, IL 60636	Site Use Agreement (Site ID: IL-5336 67 th and Western), effective August 29, 2019.	2/20/23
VB-S1 Assets, LLC VB / Vertical Bridge 3601 W 59th St Chicago, IL 60629	Site Use Agreement (Site ID: IL-5136 Gage Park), effective August 29, 2019.	2/20/23
VB-S1 Assets, LLC VB / Vertical Bridge 3065 N Rockwell St Chicago, IL 60618	Site Use Agreement (Site ID: IL-5340 Belmont and Elston), effective August 29, 2019.	2/20/23
Vertical Bridge NTCF, LLC VB / Vertical Bridge 9737 S Torrence Ave Chicago, IL 60617	Site Use Agreement (Site ID: IL-5311 Crandon and 103rd), effective August 30, 2019.	2/20/23
Vertical Bridge Towers III, LLC VB / Vertical Bridge 125 S Dakota Ave Sioux Falls, SD 57104	Rooftop Site Use Agreement (Site ID: US-SD-8013; Site Name: Sioux Falls), effective June 21, 2019.	2/20/23
Vertical Bridge Towers III, LLC VB / Vertical Bridge 1840 N Major Ave Chicago, IL 60639	Site Use Agreement (Site ID: IL-5132 Hansen Park), effective August 1, 2019.	2/20/23