

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 (KBO)
: :
Debtors. : (Jointly Administered)
: :
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**MOTION OF DEBTORS FOR ORDER (A) APPROVING THE DISCLOSURE
STATEMENT; (B) ESTABLISHING THE VOTING RECORD DATE, VOTING
DEADLINE, AND OTHER DATES; (C) APPROVING PROCEDURES FOR
SOLICITING, RECEIVING, AND TABULATING VOTES ON THE PLAN AND FOR
FILING OBJECTIONS TO THE PLAN; (D) APPROVING THE MANNER AND FORMS
OF NOTICE AND OTHER RELATED DOCUMENTS; AND (E) GRANTING RELATED
RELIEF**

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 (the “**Disclosure Statement
Order**”), substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), (a)
approving the Disclosure Statement (as defined below); (b) establishing the voting record date,
voting deadline, and other dates; (c) approving procedures for soliciting, receiving, and tabulating
votes on the Plan and for filing objections to the Plan; (d) approving the manner and forms of

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.



notice and other related documents in connection with confirmation of the Plan; and (e) granting related relief.

JURISDICTION

2. This Court has jurisdiction to consider this Motion under 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. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and, under 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 by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 105, 363, 1125, and 1126 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rules 2002, 3003, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Local Rule 3017-1.

BACKGROUND

3. On the date hereof (the “**Petition Date**”), the Debtors filed voluntary petitions in this Court commencing cases (the “**Chapter 11 Cases**”) for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code.

4. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of these 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**”), filed contemporaneously herewith, and is incorporated herein by reference.

5. No committee has been appointed in these cases by the United States Trustee for the District of Delaware (the “**U.S. Trustee**”).

PLAN AND DISCLOSURE STATEMENT

6. On February 20, 2023, the Debtors entered into a restructuring support agreement (the “**Restructuring Support Agreement**”) with certain Prepetition Lenders.²

7. The Restructuring Support Agreement provides the Debtors with the flexibility to pursue a dual path of (i) an equitization of their funded indebtedness to be accomplished through a standalone plan transaction, which will result in a substantial deleveraging of the Debtors’ balance sheet, or (ii) a sale process under section 363 of the Bankruptcy Code, subject to higher or better third-party bids the Debtors will solicit pursuant to the proposed Bidding Procedures (as defined below), subject to the completion of definitive documentation.

8. To that end, the Debtors have proposed the Plan, which contemplates such a parallel path, in which the Debtors (i) consummate a debt-for-equity swap to be accomplished through a standalone restructuring transaction or (ii) distribute the proceeds received from a Sale Transaction resulting from the Debtors’ selection of the highest or otherwise best bid for the Debtors’ assets or reorganized equity.

9. In order to pursue a sale, on the date hereof, the Debtors filed a motion³ seeking the authorization to conduct a competitive and robust sale process in accordance with proposed

² Capitalized terms not otherwise defined herein shall have the meaning accorded such terms in the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Plan**”) [Docket No. 22].

³ *Motion of Debtors for Entry of Order (I)(A) Establishing Bidding Procedures for Sale of Substantially All Assets, (B) Scheduling Auction and Sale Hearing, and (C) Approving Form and Manner of Notice Thereof, (II) Approving*

bidding procedures (the “**Bidding Procedures**”) that the Debtors believe will ensure that they receive the highest recovery for their estates.

10. The Debtors propose that the approval of the Disclosure Statement and confirmation of the Plan run in parallel with their marketing and sale process under the Bidding Procedures, such that the Plan can be expeditiously confirmed and consummated after conclusion of the sale process, whether or not a Sale Transaction is pursued. The Debtors’ proposed timeline, as described herein, contemplates such a parallel process and allows the Debtors to satisfy plan- and disclosure statement-related milestones in the Restructuring Support Agreement and DIP Credit Agreement.

11. Approval of the Disclosure Statement (as defined below) and of the schedule and procedures described further below for soliciting votes on the Plan and notifying parties in interest of the proposed confirmation will allow the Debtors to maximize the value of their estates and ensure that they can efficiently and expeditiously emerge from these Chapter 11 Cases. The Debtors intend to immediately commence solicitation of votes on the Plan after entry of the Disclosure Statement Order.

I. THE DEBTORS’ DISCLOSURE STATEMENT AND PLAN

12. On the date hereof, the Debtors filed with this Court the Plan and the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”) [Docket No. 23].⁴

Sale of Substantially All Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, and (III) Granting Related Relief [Docket No. 21].

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or Disclosure Statement, as applicable.

13. The Disclosure Statement is the product of the Debtors' extensive review and analysis of their businesses, assets and liabilities, the circumstances leading to these Chapter 11 Cases, and other significant events occurring or expected to occur during these Chapter 11 Cases. In addition, the Disclosure Statement reflects the Debtors' thorough development of the Plan, including the distributions to Holders of Claims contemplated thereunder, the effect of the Plan on Holders of Claims, and the resultant distributions thereunder if the Plan is confirmed and consummated. It also discusses the potential Sale Transaction and the distribution of sale proceeds pursuant to the Plan.

14. Specifically, the Disclosure Statement contains the pertinent information necessary for the Holders of Claims entitled to vote on the Plan to make informed decisions about whether to vote to accept or reject the Plan, including, among other things, the following key sections and information contained therein:

- A. Introduction: background and overview of the Plan, summary of Plan classification and treatment of Claims and Interests, including voting procedures, certain key dates and a summary of the Debtors' advisors;
- B. Overview of the Debtors' Operations: the Debtors' corporate structure and corporate history, an overview of their business operations, their capital structure, and debt;
- C. Events Leading to Commencement of the Chapter 11 Cases: prepetition stabilization efforts, amendments and waivers, and the Restructuring Support Agreement;
- D. Overview of the Chapter 11 Cases: first day motions and related relief, the Debtors' postpetition financing, bidding procedures, and other information related to the Debtors' chapter 11 process;
- E. Summary of the Plan: the classification and treatment of Claims and Interests under the Plan, acceptance and rejection of the Plan, treatment of executory contracts and unexpired leases under the Plan, provisions governing distributions, procedures for resolving contingent and unliquidated Claims or Interests, conditions precedent to Confirmation and consummation of the Plan, release, injunction and related provisions, standards applicable to releases, and the binding nature of the Plan;

- F. Wind-Down Process in the Event of a Sale Transaction / Capital Structure and Corporate Governance of Reorganized Debtors in the Event of a Restructuring: the sale and wind-down process in the event of a Sale Transaction, or in the alternative, the proposed capital structure and corporate governance of the Reorganized Debtors in the event of a Restructuring;
- G. Confirmation of the Plan: confirmation procedures, statutory requirements for Confirmation of the Plan, and consummation of the Plan;
- H. Alternatives to Confirmation and Consummation of the Plan: continuation of the Chapter 11 Cases, liquidation under chapter 7 of the Bankruptcy Code, or the dismissal of the Chapter 11 Cases;
- I. Factors to Consider Before Voting: certain bankruptcy law considerations, risk factors related to the capital structure of the Reorganized Debtors, risk factors related to the Reorganized Debtors' business operations and financial conditions, and additional factors;
- J. Securities Law Matters: description of certain applicable U.S. federal and state securities laws considerations related to the issuance and transfer of securities distributed to Holders of Allowed Claims under the Plan in the event of a Restructuring;
- K. Certain U.S. Federal Income Tax Consequences of the Plan: certain U.S. federal income tax law consequences of the Plan with respect to the Debtors and voting Holders of certain Allowed Claims;
- L. Conclusion and Recommendation: the Debtors' recommendation that Holders of Claims entitled to vote on the Plan vote to accept the Plan; and
- M. Financial Information: the Debtors' financial projections and liquidation analysis.

The Disclosure Statement describes the parallel path of (i) the proposed debt-for-equity swap to be accomplished through a standalone Restructuring and (ii) the proposed Sale Transaction in accordance with the Bidding Procedures. Thus, the Disclosure Statement provides comprehensive information that will be relevant to Holders of Claims entitled to vote in determining whether to vote to accept or reject the Plan.⁵

⁵ To the extent necessary, the Disclosure Statement will be further revised in accordance with the Court's instruction following the hearing on this Motion, and filed on the docket as "Solicitation Version," so it is clear to recipients of Solicitation Packages (as defined below).

15. The Plan sets forth the distributions to creditors and interest holders both in the event of the standalone Restructuring, and in the event that the Sale Transaction is consummated and proceeds of the sale are distributed pursuant to the Plan. Specifically, the Plan provides for the following distributions:

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
N/A	General Administrative Claims	Except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim will be paid the full unpaid amount of such Allowed General Administrative Claim in Cash: (a) on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if a General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; <i>provided</i> that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' business during the Chapter 11 Cases shall be paid in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice; <i>provided, further</i> , that any Allowed General Administrative Claim that has been assumed by a Successful Bidder under the applicable Sale Transaction Documentation shall not be an obligation of the Debtors and shall not be entitled to any recovery from the Estates under the Plan. These Claims are unclassified under the Plan and Holders of General Administrative Claims are <u>not</u> entitled to vote on account of such claims.
N/A	Professional Fee Claims	All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred on and after the Petition Date and prior to or on the Effective Date must be Filed no later than 45 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. The Reorganized Debtors or the Plan Administrator, as applicable, shall pay Professional Fee Claims in Cash to such Retained Professionals in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
		<p>Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; <i>provided</i> that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors or Plan Administrator, as applicable, shall pay such amounts within ten (10) Business Days after entry of the order approving such Professional Fee Claims.</p> <p>No later than the Effective Date, the Reorganized Debtors or Plan Administrator, as applicable shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Retained Professionals pursuant to one or more orders of the Bankruptcy Court. These Claims are unclassified under the Plan, and Holders of Professional Fee Claims are <u>not</u> entitled to vote on account of such Claims.</p>
N/A	DIP Facility Claims	<p>Notwithstanding anything to the contrary in the Plan, in full and final satisfaction, settlement, release and discharge of and in exchange for release of all Allowed DIP Facility Claims, on the Effective Date, the unpaid Allowed DIP Facility Claims shall be (i) if the Restructuring is consummated, converted on a dollar-for-dollar basis into Rollover Exit Facility Loans and shall receive New Warrants in accordance with the Exit Facility Term Sheet, or (ii) if a Sale Transaction is consummated, unless otherwise agreed to by the Required DIP Lenders and Birch Grove, indefeasibly paid in full in Cash from Sale Transaction Proceeds. These Claims are unclassified under the Plan, and Holders of DIP Facility Claims are <u>not</u> entitled to vote on account of such Claims.</p>
N/A	Priority Tax Claims	<p>Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive, at the option of the Debtors, either (i) the full unpaid amount of such Allowed Priority Tax Claim in Cash on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Priority Tax Claim is due or as soon as reasonably practicable thereafter), or (ii) equal annual installment payments in Cash, of a total value equal to the Allowed amount of such Priority Tax Claim, over a period ending not later than five (5) years after the Petition Date; provided that (i) in the event</p>

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
		of a Restructuring, notwithstanding any provision of the Plan to the contrary, any Claim on account of a “use tax” assessed or assessable under applicable state law shall be assumed by and Reinstated against the applicable Reorganized Debtor and (ii) in the event of a Sale Transaction, any Allowed Priority Tax Claim that has been expressly assumed by a Successful Bidder under the Sale Transaction Documentation shall not be an obligation of the Debtors. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person. These Claims are unclassified under the Plan, and Holders of Priority Tax Claims are <u>not</u> entitled to vote on account of such Claims.
N/A	United States Trustee Statutory Fees	The Debtors, the Reorganized Debtors, or Plan Administrator, as applicable, shall pay all quarterly fees due to the United States Trustee under 28 U.S.C § 1930(a)(6), plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors’ or Reorganized Debtors’ business (or such amount agreed to with the United States Trustee or ordered by the Bankruptcy Court), for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first. These Claims are unclassified under the Plan and the United States Trustee is <u>not</u> entitled to vote on account of such Claims.
1	Other Priority Claims	On the Effective Date, except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor against which such Allowed Other Priority Claim is asserted agree to less favorable treatment for such Holder, in full satisfaction of each Allowed Other Priority Claim, each Holder thereof shall receive payment in full in Cash or other treatment rendering such Claim Unimpaired. Any Allowed Other Priority Claim that has been expressly assumed by the applicable Successful Bidder under the applicable Sale Transaction Documentation, shall not be an obligation of the Debtors. These Claims are Unimpaired under the Plan, and Holders of Class 1 Claims are <u>not</u> entitled to vote on account of such Claims (presumed to accept).
2	Other Secured Claims	On the Effective Date, except to the extent that a Holder of an Allowed Other Secured Claim and the Debtor against which such Allowed Other Secured Claim is asserted with the consent of the Required Consenting Lenders (not to be unreasonably withheld and after consulting with Birch Grove) agree to less favorable treatment for such Holder, each allowed Other Secured Claim shall, at the option of the applicable Debtor (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its Allowed Other Secured Claim, or (iii) receive any other treatment that would render such Claim Unimpaired. These Claims are

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
		Unimpaired under the Plan, and Holders of Class 2 Claims are <u>not</u> entitled to vote on account of such Claims (presumed to accept).
3	Prepetition Term Loan Claims	<p>On the Effective Date, the Prepetition Agent shall receive Cash in an amount sufficient to pay all outstanding unreimbursed fees and expenses, if any, and except to the extent that a Holder of an Allowed Prepetition Term Loan Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction of its Allowed Prepetition Term Loan Claim:</p> <ul style="list-style-type: none"> i. In the event of a Restructuring, its Pro Rata Share of the New Common Equity (subject to dilution by the Management Incentive Plan and New Warrants); or ii. In the event of a Sale Transaction, except as otherwise provided in and giving effect to any applicable Sale Order, its Pro Rata Share of (1) Cash held by the Debtors immediately following consummation less (2) without duplication, (a) the Cash to be distributed to Holders of Claims as provided herein, (b) the amount required to fund the Professional Fee Escrow Account, and (c) the Wind-Down Budget. <p>These Claims are Impaired under the Plan, and Holders of Class 3 Claims are entitled to vote on account of such Claims.</p>
4	General Unsecured Claims	<p>On the Effective Date, except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtor against which such Allowed General Unsecured Claim is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of its Allowed General Unsecured Claim:</p> <ul style="list-style-type: none"> i. In the event of Restructuring: <ul style="list-style-type: none"> a. Each Participating GUC Holder shall receive, in full and final satisfaction of its Allowed General Unsecured Claim, its Pro Rata Share of the greater of (a) \$250,000; and (b) the difference between (i) the amount of professional fees of the Debtor Professionals and Committee Professionals set forth in the Initial Budget minus (ii) the actual amount of professional fees and expenses Allowed to such Retained Professionals at any time, subject to a cap of \$2 million; and b. Each Non-Participating GUC Holder shall receive no consideration on account of its Allowed General Unsecured Claims. ii. In the event of a Sale Transaction: <ul style="list-style-type: none"> a. Each Participating GUC Holder shall receive, in full and final satisfaction of its Allowed General Unsecured Claim, its Pro Rata Share of the greatest of (a) \$250,000; (b) the difference between (i) the amount of professional fees of

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
		<p>the Debtor Professionals and Committee Professionals set forth in the Initial Budget minus (ii) the actual amount of professional fees and expenses Allowed to such Retained Professionals at any time, subject to a cap of \$2 million; and (c) except as otherwise provided in and giving effect to any applicable Sale Order, after the Holders of Allowed Prepetition Term Loan Claims and the Holders of Allowed Claims entitled to priority of payment under 11 U.S.C. § 507 have been satisfied in full in Cash, the amount of Cash, if any, to which Allowed General Unsecured Claims are legally entitled under the Bankruptcy Code; and</p> <p>b. Each Non-Participating GUC Holder shall receive, except as otherwise provided in and giving effect to any applicable Sale Order, after the Holders of Allowed Prepetition Term Loan Claims and the Holders of Allowed Claims entitled to priority of payment under 11 U.S.C. § 507 have been satisfied in full in Cash, the amount of Cash, if any, to which Allowed General Unsecured Claims are legally entitled under the Bankruptcy Code.</p> <p>These Claims are Impaired under the Plan, and Holders of Class 4 Claims are entitled to vote on account of such Claims.</p>
5	Intercompany Claims	<p>Notwithstanding any other provision of the Plan, on the Effective Date, except to the extent that a Holder of an Allowed Intercompany Claim and the Debtor against which such Allowed Intercompany Claim is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed Intercompany Claim shall receive, in full and final satisfaction of its Allowed Intercompany Claim:</p> <p>i. In the event of a Restructuring, Intercompany Claims shall receive no distribution under the Plan, and all Intercompany Claims shall be adjusted, Reinstated, or discharged in the applicable Debtor's discretion (with the consent of the Prepetition Agent; or</p> <p>ii. In the event of a Sale Transaction, Intercompany Claims shall receive no distribution under the Plan, and all Intercompany Claims shall be adjusted, Reinstated, or discharged in the applicable Debtor's discretion, unless otherwise agreed to by the Debtors and the applicable Successful Bidder in connection with one or more Sale Transactions.</p> <p>These Claims are either Impaired or Unimpaired under the Plan and in either case, Holders of Class 5 Claims are <u>not</u> entitled to vote on account of such Claims (presumed to accept or deemed to reject).</p>
6	Subordinated Claims	<p>On the Effective Date, except to the extent that a Holder of an Allowed Subordinated Claim and the Debtor against which such Allowed Subordinated Claim is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed Subordinated Claim shall receive, in full and final satisfaction of its Allowed Subordinated Claim:</p>

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
		<p>i. In the event of a Restructuring, Subordinated Claims shall receive no distribution under the Plan, and all Subordinated Claims shall be cancelled, released, discharged, and extinguished, as the case may be, and shall be of no further force or effect, whether surrendered for cancellation or otherwise); or</p> <p>ii. In the event of a Sale Transaction, except as otherwise provided in and giving effect to any applicable Sale Order, after the Holders of Allowed Prepetition Term Loan Claims, Holders of Allowed Claims entitled to priority of payment under 11 U.S.C. § 507, and Holders of Allowed Claims in Class 4 have been satisfied in full in Cash, Holders of Subordinated Claims shall receive the amount of Cash, if any, to which Subordinated Claims are legally entitled under the Bankruptcy Code.</p> <p>These Claims are Impaired under the Plan, and Holders of Class 6 Claims are <u>not</u> entitled to vote on account of such Claims (deemed to reject).</p>
7	Intercompany Interests	<p>On the Effective Date, except to the extent that a Holder of an Allowed Intercompany Interest and the Debtor against which such Allowed Intercompany Interest is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed Intercompany Interest shall receive, in full and final satisfaction of its Allowed Intercompany Interest:</p> <p>i. In the event of a Restructuring, Intercompany Interests shall receive no distribution under the Plan, and all Intercompany Interests shall be adjusted, Reinstated, or discharged in the applicable Debtor's discretion (with the consent of the Prepetition Agent; or</p> <p>ii. In the event of a Sale Transaction, Intercompany Interests shall receive no distribution under the Plan, and all Intercompany Interests shall be adjusted, Reinstated, or discharged in the applicable Debtor's discretion, unless otherwise agreed to by the Debtors and the applicable Successful Bidder in connection with one or more Sale Transactions.</p> <p>These Interests are either Impaired or Unimpaired under the Plan and in either case, Holders of Class 7 Interests are <u>not</u> entitled to vote on account of such Interests (presumed to accept or deemed to reject).</p>
8	Equity Interests	<p>On the Effective Date, except to the extent that a Holder of an Allowed Equity Interest and the Debtor against which such Allowed Equity Interest is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed Equity Interest shall receive, in full and final satisfaction of its Allowed Equity Interest:</p> <p>i. In the event of a Restructuring, Equity Interests shall receive no distribution under the Plan, and all Equity Interests shall be released, discharged, and extinguished, as the case may be, and shall be of no further force or effect, and such Holder shall receive no recovery on account of such Allowed Equity Interest.</p>

SUMMARY OF DISTRIBUTIONS UNDER THE PLAN

Class	Claim/Interest	Treatment of Claim/Interest
		<p>ii. In the event of a Sale Transaction, except as otherwise provided in and giving effect to any applicable Sale Order, after the Holders of Allowed Prepetition Term Loan Claims, Holders of Allowed Claims entitled to priority of payment under 11 U.S.C. § 507, and Holders of Allowed Claims in Class 4 and Class 6 have been satisfied in full in Cash, Holders of Allowed Equity Interests shall receive the amount of Cash, if any, to which Equity Interests are legally entitled under the Bankruptcy Code.</p> <p>These Interests are Impaired under the Plan, and Holders of Class 8 Interests are <u>not</u> entitled to vote on account of such Interests (deemed to reject).</p>

16. Under the Bidding Procedures, the Debtors propose to hold an auction on May 1, 2023, if more than one qualifying bid is received, and a hearing to consider approval of the successful bid, if any, on May 4, 2023, subject to the Court's availability. The proposed confirmation timeline is intended to run in tandem with the sale timeline and allow for expeditious confirmation of the Plan, regardless of whether the standalone Restructuring is pursued or a sale is consummated.

II. THE PROPOSED SOLICITATION AND CONFIRMATION PROCESS

17. In accordance with sections 1122 and 1123 of the Bankruptcy Code, the Plan contemplates classifying Holders of Claims and Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Prepetition Term Loan Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Interest	Status	Voting Rights
5	Intercompany Claims	Unimpaired or Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
6	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Intercompany Interests	Unimpaired or Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
8	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

18. Based on the foregoing and as discussed in greater detail below, (a) the Debtors are proposing to solicit votes to accept or reject the Plan only from Holders of Claims in Classes 3 and 4 (the “**Voting Classes**”), and (b) the Debtors are **not** proposing to solicit votes from Holders of Claims in Classes 1, 2, 5, 6, 7, and 8 (collectively, the “**Non-Voting Classes**”).

19. A chart listing certain dates and deadlines requested under the Proposed Order in order to achieve the milestones contained in the Restructuring Support Agreement and DIP Credit Agreement, subject to the availability and approval of the Court, is provided below.⁶

Event	Date/Deadline	Description
Voting Record Date	March 31, 2023	The date for determining (a) which Holders of Claims in the Voting Classes, as defined herein, are entitled to vote to accept or reject the Plan, and (b) whether Claims have been properly assigned or transferred to an assignee under Bankruptcy Rule 3001(e) such that the assignee or transferee, as applicable, can vote to accept or reject the Plan as the Holder of a Claim.
Solicitation Package Mailing Date	April 5, 2023 (or as soon as practicable thereafter)	The date by which the Debtors will commence service of the Solicitation Packages (as defined below).
Deadline to Publish Notice of Confirmation Hearing	Within five (5) business days after entry of the order approving the Disclosure	The date by which the Debtors will publish the Publication Notice (as defined below).

⁶ To the extent of any conflict between the dates in this chart and those in the Proposed Order, the dates in the Proposed Order shall control.

Event	Date/Deadline	Description
	Statement (or as soon as practicable thereafter)	
Rule 3018(a) Motion Deadline	April 12, 2023 at 5:00 p.m. (Prevailing Eastern Time)	The deadline for the filing and serving of motions pursuant to Bankruptcy Rule 3018(a).
Plan Supplement Filing Date	April 19, 2023	The date by which the Debtors will file the Plan Supplement.
Objection Deadline for Confirmation Hearing	May 3, 2023 at 5:00 p.m. (Prevailing Eastern Time)	The deadline by which objections to the Plan must be filed with the Court and served so as to be <u>actually received</u> by the appropriate notice parties.
Voting Deadline	May 3, 2023 at 5:00 p.m. (Prevailing Eastern Time)	The deadline by which all Ballots must be properly executed, completed, and delivered so that they are <u>actually received</u> by the Notice and Claims Agent.
Reply Deadline	May 8, 2023	The deadline by which replies to objections, if any, must be filed with the Court.
Confirmation Hearing	May 9, 2023, subject to the Court's availability	The date on which the Court will consider confirmation of the Plan.

BASIS FOR RELIEF

I. APPROVAL OF NOTICE OF DISCLOSURE STATEMENT HEARING

20. Bankruptcy Rule 3017(a) provides, in pertinent part:

After a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or committee appointed under the Code, the Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a).

21. In accordance with Bankruptcy Rule 3017(a), the Debtors have obtained from the Court a date and time for the hearing on the Disclosure Statement, which will be held at **10:00 a.m. prevailing Eastern Time on March 31, 2023** (the "**Disclosure Statement Hearing**").

22. Bankruptcy Rules 2002(b) and 2002(d) require notice by mail to all of a debtor's creditors and shareholders informing them of the time set for filing objections to, and the hearing to consider the approval of, a disclosure statement. Pursuant to Bankruptcy Rules 2002(b) and 2002(d), on or about the date of this Motion, the Debtors mailed or will mail a copy of such disclosure statement notice, attached to the Proposed Order as Exhibit 1 (the “**Disclosure Statement Notice**”), by first class mail to (a) all known holders of claims against the Debtors, (b) all known equity security holders of the Debtors, and (c) the parties listed in paragraph 23 below.

23. The Disclosure Statement Notice provides that objections or responses to the Disclosure Statement, if any, must: (a) be made in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and, if practicable, a proposed modification to the Disclosure Statement that would resolve such objection; and (d) be filed with this Court (contemporaneously with a proof of service), and be served so as to be **actually received** by each of the following parties (the “**Notice Parties**”) on or before 5:00 p.m. (prevailing Eastern time) on **March 23, 2023** (the “**Disclosure Statement Objection Deadline**”):

- a. Counsel to the Debtors: (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)), and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com));
- b. The U.S. Trustee: 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov));

- c. Counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent: (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street, 43rd Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)) and (2) 321 North Clark Street, 32nd Floor, Chicago, Illinois 60654 (Attn: Justin Bernbrock (JBernbrock@sheppardmullin.com), Bryan V. Uelk (BUelk@sheppardmullin.com) and Catherine Jun (CJun@sheppardmullin.com)), and (ii) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801 (Attn: L. Katherine Good (kgood@potteranderson.com)); and
- d. Counsel to any statutory committee appointed in the Chapter 11 Cases.

24. Requiring that objections to the Disclosure Statement be filed by the Disclosure Statement Objection Deadline will afford the Court and the Debtors sufficient time to consider such objections before the Disclosure Statement Hearing. The Debtors submit that the foregoing notice and objection procedures provide adequate notice of the Disclosure Statement Hearing and, accordingly, request that the Court deem such notice as having been adequate pursuant to Bankruptcy Rule 3017.

B. APPROVAL OF DISCLOSURE STATEMENT AS CONTAINING “ADEQUATE INFORMATION”

25. The Debtors submit that the Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code. Section 1125(b) prohibits postpetition solicitation of a chapter 11 plan unless the plan (or summary thereof) and “a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information” are transmitted to those persons whose votes are being solicited. The Debtors desire to commence solicitation of acceptances of the Plan and, accordingly, request that the Court approve the Disclosure Statement as providing adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code, which defines “adequate information” as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition

of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

26. The primary purpose of a disclosure statement is to provide all material information that voting creditors and interest holders (if any) need to make an informed decision whether to vote for the plan. *See, e.g., Century Glove, Inc. v. First Am. Bank of New York*, 860 F.2d 94, 100 (3rd Cir. 1988) (“§ 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote”); *In re Monnier Bros.*, 755 F.2d 1336, 1341 (8th Cir. 1985); *In re Phoenix Petroleum, Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001). Congress intended that such informed judgments would be needed both to negotiate the terms of and to vote on a plan of reorganization. *Century Glove*, 860 F.2d at 100.

27. Evaluating whether a disclosure statement provides “adequate information” is a flexible exercise based on the facts and circumstances of each case. 11 U.S.C. § 1125(a)(1) (“‘adequate information’ means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records”); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.3d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case”); *First Am. Bank of New York v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); S. Rep. No. 95-989, at 121 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5907 (“the information required will necessarily be governed by the circumstances of the case”).

28. Courts, including those within the Third Circuit, acknowledge that determining what constitutes “adequate information” for the purpose of satisfying section 1125 of the Bankruptcy Code resides within the broad discretion of the bankruptcy court. *See, e.g., In re PC Liquidation Corp.*, 383 B.R. 856, 865 (E.D.N.Y. 2008) (“The standard for disclosure is, thus, flexible and what constitutes ‘adequate disclosure’ in any particular situation is determined on a case-by-case basis, with the determination being largely within the discretion of the bankruptcy court”); *In re River Village Assoc.*, 181 B.R. 795, 804 (E.D. Pa. 1995) (same); *In re Phoenix Petroleum Co.*, 278 B.R. at 393 (same); *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (Bankr. D. N.J. 2005) (same).

29. The Debtors respectfully submit that the Disclosure Statement contains more than sufficient information for a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code. To the extent necessary, the Debtors will demonstrate at the Disclosure Statement Hearing that the Disclosure Statement addresses the information set forth above in a manner that provides Holders of Claims entitled to vote to accept or reject the Plan with adequate information within the meaning of section 1125 of the Bankruptcy Code. Therefore, the Debtors request that this Court approve the Disclosure Statement as containing “adequate information.”

C. CONFIRMATION SCHEDULE

30. Pursuant to Bankruptcy Rule 3020(b)(2), a court shall rule on confirmation of a plan after notice and a hearing. The Debtors request that this Court enter an order setting May 9, 2023 (or as soon thereafter as possible) as the hearing date to consider confirmation of the Plan (the “**Confirmation Hearing**”).

31. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” The Debtors request this Court to enter the

Proposed Order setting May 3, 2023 at 5:00 p.m. (prevailing Eastern time), as the deadline (the “**Confirmation Objection Deadline**”) for filing and serving objections to confirmation of the Plan (“**Confirmation Objections**”).

32. The Debtors request that the Court order that Confirmation Objections, if any, must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than the Confirmation Objection Deadline by the Notice Parties. Notwithstanding anything contained herein to the contrary, no objection shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objecting to confirmation of the Plan set forth in the Disclosure Statement Order.

33. The Debtors request this Court to enter the Proposed Order setting May 8, 2023, which is one (1) day before the proposed commencement of the Confirmation Hearing, as the deadline for the Debtors and any other party supporting the Plan to file any pleading in support of, or in response to any objection to, confirmation of the Plan.

D. ESTABLISHMENT OF VOTING RECORD DATE

34. Bankruptcy Rule 3018(a) provides that the “date the order approving the disclosure statement is entered or on another date fixed by the court, for cause, after notice and a hearing” is the record date for determining the “holders of stocks, bonds, debentures, notes and other securities” entitled to receive ballots and materials necessary for voting on the plan as specified in Bankruptcy Rule 3017(d). Bankruptcy Rule 3018(a) thus requires the record date to be set based on when the court enters the order approving the Disclosure Statement. Accordingly, the Debtors

request that the Court fix the date set for the Disclosure Statement Hearing (March 31, 2023), as the record date with respect to all Claims entitled to vote on the Plan (the “**Voting Record Date**”). The Debtors will use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages (as defined below), vote to accept or reject the Plan, and/or receive notice of the Confirmation Hearing. For the avoidance of doubt, Holders of Claims in Voting Classes filed after the Voting Record Date but before the General Bar Date⁷, to which no objections are interposed, shall be entitled to vote and will receive Solicitation Packages as soon as practicable after the General Bar Date.

E. APPROVAL OF SOLICITATION PROCEDURES

35. The Debtors request that the Court approve the solicitation, balloting, tabulation, and related activities to be undertaken in connection with solicitation of the Plan (collectively, the “**Solicitation Procedures**”).

1. Duties of Notice and Claims Agent

36. The Debtors have retained Kurtzman Carson Consultants LLC (“**KCC**”) as their notice, claims, and solicitation agent (the “**Notice and Claims Agent**”) to assist them with the solicitation and voting process in these Chapter 11 Cases. The Notice and Claims Agent will assist the Debtors in, among other things, (a) mailing Confirmation Hearing Notices and Notices of Non-Voting Status (as defined below) to Holders of Claims and Interests in Non-Voting Classes and other non-voting parties entitled to notice, as applicable; (b) mailing the Contract/Lease Notices to counterparties to the Debtors’ Executory Contracts and Unexpired Leases; (c) mailing Solicitation Packages to Holders of Claims in the Voting Classes; (d) soliciting votes on the Plan;

⁷ “General Bar Date” shall have the meaning set forth in the order to be entered by the Court (the “**Bar Date Order**”) on the *Motion of Debtors for Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(B)(9) of the Bankruptcy Code) and (B) Approving the Form and Manner of Notice Thereof*, filed contemporaneously herewith.

(e) receiving, tabulating, and reporting on Ballots cast for or against the Plan; (f) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan; and (g) if necessary, contacting creditors regarding the Plan and their Ballots.

2. Ballots

37. The Debtors request approval of the Ballots for voting on the Plan in substantially the forms attached as Exhibits 2A and 2B to the Proposed Order. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Form No. 314, only to “creditors and equity security holders entitled to vote on the plan.” Fed R. Bankr. P. 3017(d). The form for the Ballots is based on Official Form No. 314, but has been modified to address the particular aspects of these Chapter 11 Cases and includes certain additional information that the Debtors believe to be relevant and appropriate for such Classes of Claims. All Ballots will be accompanied by pre-addressed, postage prepaid return envelopes addressed to the Notice and Claims Agent.

3. Additional Notices

38. Notice of Non-Voting Status. Under the Plan, the Non-Voting Classes are (a) deemed to reject the Plan or (b) are “unimpaired” as defined in the Bankruptcy Code and are conclusively presumed to accept the Plan. Classes that are deemed to reject or presumed to accept the Plan are not entitled to vote. Accordingly, the Non-Voting Classes will not receive Solicitation Packages or Ballots. Rather, the Debtors will mail to the Non-Voting Classes and Holders of Unclassified Claims a notice, substantially in the form of Exhibit 3 attached to the Proposed Order (the “**Notice of Non-Voting Status**”), that gives (a) notice of the filing of the Plan, (b) notice that such party has been identified as the Holder of a Claim or Interest in a Non-Voting Class or an

Unclassified Claim, (c) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than a Ballot) free of charge, (d) detailed directions for filing objections to confirmation of the Plan, and (e) solely to Holders of Claims or Interests that are deemed to reject the Plan, an opportunity to opt-out of the Third-Party Release through a form attached to the Notice of Non-Voting Status (the “**Opt-Out Release Forms**”⁸).

39. **Contract/Lease Notice.** Parties to certain of the Debtors’ Executory Contracts and Unexpired Leases may not have scheduled Claims or Claims based upon filed Proofs of Claim pending the disposition of their contracts or leases by assumption or rejection. To ensure that such parties nevertheless receive notice of the Confirmation Hearing, they will receive a notice, substantially in the form of Exhibit 4 attached to the Proposed Order (the “**Contract/Lease Notice**”), that gives (i) notice of the filing of the Plan; (ii) notice that such party has been identified as a party to an Executory Contract or Unexpired Lease; (iii) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than a Ballot) free of charge; (iv) detailed directions for filing objections to confirmation of the Plan; (v) notice of the scheduled time, date, and location for the Confirmation Hearing; and (vi) an opportunity to opt-out of the Third-Party Release through the form attached to the Contract/Lease Notice as Exhibit A (the “**Conditional Opt-Out Form**”), *provided* that any contract counterparty that receives a Solicitation Package to vote to accept or reject the Plan on account of any General Unsecured Claim will not receive a Contract/Lease Notice.

40. Before solicitation, contract counterparties should have already received one or more additional notices from the Debtors pursuant to an order requested by the Debtors in

⁸ As used herein, “Opt-Out Release Forms” includes the Opt-Out Release Form, the Master Opt-Out Form and the Beneficial Holder Opt-Out Form, each in the form attached to the Notice of Non-Voting Status as Exhibit A, Exhibit B, and Exhibit C, respectively, and which will be distributed to the applicable Holders of Claims or Interests in the Non-Voting Classes that are deemed to reject the Plan.

connection with the *Motion of Debtors for Entry of Order (I) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Establishing Assumption and Assignment Procedures, and (III) Granting Related Relief* (the “**Contract Procedures Motion**”), filed contemporaneously herewith. As detailed in the Contract Procedures Motion, the Debtors are seeking to institute a single notice and objection process regarding their potential assumption (under the Plan) or assumption and assignment (under the Plan or under a 363 Sale Order) of Executory Contracts and Unexpired Leases. Because the Debtors’ marketing and auction process will move faster than the Plan confirmation process, the procedures contemplated by the Contract Procedures Motion will run their course on a separate timeline from the Solicitation Procedures. Accordingly, this Motion does not seek approval of redundant procedures from those outlined in the Contract Procedures Motion.

4. Content and General Transmittal of Solicitation Packages; Notice of Confirmation Hearing

41. Bankruptcy Rule 3017(d) specifies the materials to be distributed to all impaired creditors and equity security holders following approval of a disclosure statement. Pursuant to this Bankruptcy Rule, the Debtors propose to transmit or cause to be transmitted on or before April 5, 2023 (or as soon as practicable thereafter) (the “**Solicitation Mailing Date**”), subject to the limitations contained elsewhere in this Motion, by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the “**Solicitation Package**”) containing a printed version, or other electronic means (such as a flash drive to save unnecessary costs), as appropriate, of the following:

1. a notice of the Confirmation Hearing, the Confirmation Objection Deadline, and the Voting Deadline (as defined below) in substantially the form of the notice attached as Exhibit 5 to the Proposed Order (the “**Confirmation Hearing Notice**”), which the Debtors hereby request the Court to approve;
2. the Disclosure Statement;

3. the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement);
4. the Disclosure Statement Order, in its entered form (without exhibits attached);
5. a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan; and
6. to the extent applicable, a Ballot and/or notice, appropriate for the specific Holder, in substantially the forms attached to the Proposed Order (as may be modified for particular Classes and with instructions attached thereto).

42. To avoid duplication and reduce expenses, the Debtors will make every reasonable effort to ensure that any holder of a Claim who has filed duplicative Claims (whether against the same or multiple Debtors) that are classified under the Plan in the same Class will receive no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class.

43. In addition, the Debtors propose to file the Plan Supplement with the Court on or before April 19, 2023 (the “**Plan Supplement Filing Date**”), which is fourteen (14) days before the Voting Deadline and Confirmation Objection Deadline, as contemplated by the Plan, which filing shall be without prejudice to the Debtors’ rights to amend or supplement the Plan Supplement.

44. Supplemental Notice of Confirmation Hearing. Additionally, to ensure proper notice of the Confirmation Hearing, the Debtors propose to send the Confirmation Hearing Notice to all parties that received either the Disclosure Statement Notice, the Notice of Non-Voting Status, or the Contract/Lease Notice. Moreover, Bankruptcy Rule 2002(l) permits the Court to “order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement notice.” Fed. R. Bankr. P. 2002(l). The Debtors also propose to publish in the *Wall Street Journal* a notice of the Confirmation Hearing, the Confirmation Objection Deadline, and the Voting Deadline (as defined below) in substantially the form of the notice attached as Exhibit

6 to the Proposed Order (the “**Publication Notice**”), and the Debtors hereby request the Court to approve the form of Publication Notice. The Publication Notice would be published on or prior to April 5, 2023, or five (5) business days after entry of the Disclosure Statement Order, if later, which will provide approximately 34 days’ notice of the Confirmation Hearing. The Debtors believe that publication of this notice will give sufficient notice of the Confirmation Hearing to persons who do not otherwise receive notice by mail as provided for in the Disclosure Statement Order, as part of the Solicitation Package, or otherwise.

45. With respect to Holders of Equity Interests, the Debtors propose to send the Confirmation Hearing Notice to all Holders, including those reflected in the records maintained by the Depository Trust Company (“**DTC**”) as of the Voting Record Date. The Debtors realize, however, that the records maintained by DTC reflect the Nominees⁹ through which the beneficial owners hold the applicable securities. Accordingly, the Debtors request that the Court (a) authorize the Debtors to provide the Nominees with sufficient copies of the Confirmation Hearing Notice to forward to the Beneficial Holders¹⁰ and (b) require the Nominees to forward the Confirmation Hearing Notice or copies thereof, together with the Notice of Non-Voting Status and Beneficial Holder Opt-Out Form, to the Beneficial Holders within five (5) business days of the receipt by such Nominee of the Confirmation Hearing Notice. To the extent Nominees incur out-of-pocket expenses in connection with distribution of the Confirmation Hearing Notice, the Debtors request authority to reimburse such entities for their reasonable and customary expenses incurred in this regard.

⁹ A “**Nominee**” is the broker, dealer, commercial bank, trust company, savings and loan, financial institution, or other such party in whose name a Beneficial Holder’s beneficial ownership in Equity Interests is registered or held of record on the Beneficial Holder’s behalf as of the Voting Record Date.

¹⁰ A “**Beneficial Holder**” means an entity that beneficially owns Class 8 Equity Interests as of the Voting Record Date, as reflected in the records maintained by the applicable Nominee.

5. When No Notice or Transmittal Necessary

46. The Debtors propose that Solicitation Packages, individual solicitation materials, or other notices not be sent to creditors whose Claims are based solely on amounts scheduled by the Debtors but whose Claims already have been paid or satisfied in the full scheduled amount; *provided, however*, that if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that its Claim had been scheduled by the Debtors, then such creditor will be sent a Solicitation Package in accordance with the procedures set forth above. The Debtors request that they not be required to send Solicitation Packages, individual solicitation materials or other notices to (i) any creditor who filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid, (ii) any creditor on account of a clearly duplicative Claim, or (iii) the Holder of a Claim that has been disallowed in full by order of the Court.

47. Because sending Solicitation Packages and other notices to outdated or otherwise improper addresses results in needless expense, the Debtors also request authority not to give notice or service of any kind upon any person or entity to whom the Debtors mailed the Disclosure Statement Notice and had such notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, unless the Debtors have been informed in writing by such person of that person’s new address.

6. Electronic Voting

48. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Debtors request authorization to accept Ballots via electronic, online transmissions, solely through a customized online balloting portal on the Debtors’ case website to be maintained by the Notice and Claims Agent. Entities entitled to vote may cast an electronic

Ballot and electronically sign and submit the Ballot instantly by utilizing the online balloting portal (which allows a Holder to submit an electronic signature). Instructions for electronic, online transmission of Ballots are set forth on the forms of Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballots submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

F. VOTING DEADLINE AND PROCEDURES FOR VOTE TABULATION

49. Voting Deadline. Bankruptcy Rule 3017(c) requires the Court to fix a time within which holders of Claims in Voting Classes may vote to accept or reject the Plan. Pursuant to this Bankruptcy Rule, the Debtors request this Court set 5:00 p.m. (prevailing Eastern time) on May 3, 2023 (the “**Voting Deadline**”) as the last date and time by which Ballots accepting or rejecting the Plan, as well as elections to opt out of the Third-Party Release, if any, must be received by the Notice and Claims Agent in order to be counted. As the Debtors intend to distribute Solicitation Packages on or before April 5, 2023, creditors will have approximately 28 days to return their Ballots to the Notice and Claims Agent before the Voting Deadline.

50. Bankruptcy Rule 3018(a) provides, in relevant part, that, “notwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” The Debtors request that the Court, pursuant to section 105(a) of the Bankruptcy Code, (i) fix April 12, 2023 at 5:00 p.m. (Prevailing Eastern Time) (the “**Rule 3018(a) Motion Deadline**”), as the deadline for the filing and serving of motions pursuant to Bankruptcy Rule 3018(a) requesting temporary allowance of a movant's Claim for purposes of voting (the “**Rule 3018(a) Motion(s)**”), and (ii) require that such Rule 3018(a) Motions be filed with the Bankruptcy Court by no later than the Rule 3018(a) Motion Deadline; *provided* however, that if an objection to a

Claim is filed on or after the date that is seven (7) days before the Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such Claim, such that the Holder thereof shall have at least seven (7) days to file a Rule 3018(a) Motion after any objection is filed to such Holder's Claim. The Debtors propose that the Court consider only those Rule 3018(a) Motions that have been timely filed in accordance with the provisions of this paragraph.

51. The Debtors propose that any party timely filing and serving a Rule 3018(a) Motion be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan (assuming such Holder is in a Voting Class). If, and to the extent that, the Debtors and such party are unable to resolve the issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, then at the Confirmation Hearing, this Court shall determine whether the provisional Ballot should be counted as a vote on the Plan. To avoid uncertainty, provide guidance to the Debtors and the Notice and Claims Agent, and avoid the potential for inconsistent results, the Debtors request that the Court, pursuant to section 105(a) of the Bankruptcy Code, establish the guidelines set forth below for tabulating the vote(s) to accept or reject the Plan:

- Votes Counted. The Debtors propose that any timely received Ballot that contains sufficient information to permit the identification of the claimant and the amount of the Claim and is cast as an acceptance or rejection of the Plan will be counted and will be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan.¹¹ The foregoing general procedures will be subject to the following exceptions:
 - (1) if a Claim is deemed Allowed in accordance with the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
 - (2) if a Claim for which a Proof of Claim has been timely filed is identified as contingent, unliquidated, or disputed, and is not subject to a pending objection, the Debtors propose that such Claim be

¹¹ As set forth on the Ballots and in the voting instructions appended thereto, any Ballot that includes both a vote to accept the Plan and an attempt to opt out of the Third-Party Release will be treated as a Ballot accepting the Plan and granting said Third-Party Release.

temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;

- (3) if a Proof of Claim is filed as partially liquidated and partially unliquidated, the Debtors propose that such Claim be allowed, for voting purposes only, and not for purposes of allowance or distribution, in the liquidated amount;
- (4) if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- (5) if a Claim is not listed on the Debtors' schedules, or is scheduled at zero, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (i) timely filed by the deadline for filing Proofs of Claim, or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose that such Claim be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c); *provided, however*, that a Claim listed in the schedules as contingent, unliquidated, or disputed for which the bar date has not yet passed, including the Governmental Bar Date (as defined in the Bar Date Order), shall vote in the amount of \$1.00;
- (6) if an objection to a Claim or any portion thereof has been filed prior to the Voting Deadline, then the Debtors propose that such Claim be temporarily disallowed for voting purposes only and not for the purposes of the allowance or distribution, except to the extent and in the manner as may be set forth in the objection or an order granting such claimant's Rule 3018(a) Motion; and
- (7) any Ballot cast in an amount in excess of the Allowed amount of the relevant Claim, then the Debtors propose that such claim only be counted to the extent of such Allowed Claim.
- (8) Ballots shall be tabulated as if the Debtors' estates had been substantively consolidated; that is, Ballots shall not be tabulated on a Debtor-by-Debtor basis.
- (9) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be

treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

- Votes Not Counted. The Debtors further propose that the following Ballots not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:
 - (1) Any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
 - (2) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - (3) Any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
 - (4) Any Ballot that is properly completed, executed and timely filed, but (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) purports to partially accept and partially reject the Plan;
 - (5) Any Ballot submitted by telecopy, facsimile, e-mail, or other electronic means not using the Voting and Claim Agent's online balloting portal;
 - (6) Any unsigned Ballot;
 - (7) Any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Notice and Claims Agent), or the Debtors' financial or legal advisors; or
 - (8) Any Ballot otherwise not cast in accordance with the procedures approved in the Disclosure Statement Order.
- Duplicate Votes. Any duplicate Ballots will only be counted once.
- Changing Votes. Whenever two or more Ballots are cast which attempt to vote the same Claim prior to the Voting Deadline, the last Ballot received prior to the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior Ballots, and Holders will not be entitled to vote on account of Claims to the extent their Ballots have been superseded and/or amended by other Ballots filed by or on behalf of such Holders, regardless of whether the Debtors have objected to the earlier filed Claim, *provided, however*, that where an ambiguity exists as to which Ballot was the latest received, the Notice and Claims Agent reserves the right to contact the creditor and tabulate the vote according to such voter's stated intent, *provided, further*, that if a Holder timely

submits both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes. This procedure of counting the last Ballot is consistent with the practice under various state and federal corporate and securities laws.

- No Vote Splitting; Effect. The Debtors propose that the Court clarify that claim splitting is not permitted and order that creditors who vote must vote all of their Claims within a particular Class to either accept or reject the Plan.
- No Allowed Claims; Class Eliminated. Any Class that does not have a Holder of an Allowed Claim or a Claim temporarily Allowed by this Court as of the date of the Confirmation Hearing will be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

52. Unless waived, the Debtors propose that any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or this Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any of these incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of defective or irregular Ballots shall not be deemed to have been made until such defects or irregularities have been cured or waived. Ballots previously furnished (and as to which any defects or irregularities have not theretofore been cured or waived) shall not be counted.

53. The Debtors, in their discretion, and subject to any order of this Court directing otherwise, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice, *provided, however*, that any such waiver shall be documented in summary fashion in the voting results filed with this Court. Except as otherwise provided herein, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may, in their discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with

confirmation of the Plan by this Court; *provided, however*, that such invalid Ballots shall be documented in the voting results filed with this Court.

54. Finally, copies of the Plan and Disclosure Statement (and after the Plan Supplement Filing Date, the Plan Supplement) and all pleadings and orders of the Bankruptcy Court will be made publicly available, for a fee via PACER at: <http://www.deb.uscourts.gov>, or free of charge from the Notice and Claims Agent at <http://www.kccllc.net/Starry>. Such documents and pleadings may also be obtained by: (a) calling the Debtors' restructuring hotline at (866) 480-0830 or (781) 575-2040 (for international calls); (b) visiting the Debtors' restructuring website at: <http://www.kccllc.net/Starry>; and/or (c) sending an email to StarryInfo@kccllc.com.

G. MISCELLANEOUS

55. The Debtors request that they be authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Notice of Non-Voting Status, the Contract/Lease Notice, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Notice of Non-Voting Status, the Contract/Lease Notice, and related documents and any other materials in the Solicitation Package prior to their distribution and publication, as applicable.

BANKRUPTCY RULE 6004(H) SHOULD BE WAIVED

56. To implement the foregoing successfully, the Debtors seek a waiver of the 14-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is immediately necessary in order for the Debtors to be able to continue to operate their businesses and preserve the value of their estates. Accordingly, the Debtors submit that the requested waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h) is appropriate.

NOTICE

57. Notice of this Motion will be provided to (a) the Office of the United States Trustee for the District of Delaware; (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 United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors believe that no further notice is required.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: February 23, 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
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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

**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 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	Hearing Date: March 31, 2023 at 10:00 a.m. (ET)
	:	Objection Deadline: March 23, 2023, at 4:00 p.m. (ET)
	X	

NOTICE OF MOTION

TO: (A) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (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; (D) THE UNITED STATES ATTORNEY’S OFFICE FOR THE DISTRICT OF DELAWARE; (E) THE INTERNAL REVENUE SERVICE; (F) THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION; AND (G) ANY PARTY THAT HAS REQUESTED NOTICE PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that Starry Group Holdings, Inc. and its affiliated debtors and debtors in possession (together, the “Debtors”) have filed the attached *Motion of Debtors for Order (A) Approving the Disclosure Statement; (B) Establishing the Voting Record Date, and Other Dates; (C) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on the Plan and for Filing Objections to the Plan; (D) Approving the Manner and Forms of Notice and Other Related Documents; and (E) Granting Related Relief* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **March 23, 2023 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

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.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON MARCH 31, 2023 AT 10:00 A.M. (ET) BEFORE THE HONORABLE KAREN B. OWENS, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

[Remainder of page intentionally left blank]

Dated: February 23, 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)
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kcoyle@ycst.com
jmulvihill@ycst.com
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-and-

LATHAM & WATKINS LLP

Jeffrey E. Bjork (*pro hac vice* admission pending)
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Jeffrey T. Mispagel (*pro hac vice* admission pending)
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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., *et al.*,¹ : Case No. 23-10219 (KBO)
: :
Debtors. : (Jointly Administered)
: :
----- X **Re: Docket No.**

**ORDER (A) APPROVING THE DISCLOSURE STATEMENT; (B) ESTABLISHING
THE VOTING RECORD DATE, VOTING DEADLINE, AND OTHER DATES; (C)
APPROVING PROCEDURES FOR SOLICITING, RECEIVING, AND TABULATING
VOTES ON THE PLAN AND FOR FILING OBJECTIONS TO THE PLAN; (D)
APPROVING THE MANNER AND FORMS OF NOTICE AND OTHER RELATED
DOCUMENTS; AND (E) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the Debtors pursuant to sections 105, 363, 1125, and 1126 of the Bankruptcy Code, Bankruptcy Rules 2002, 3003, 3017, 3018, and 3020, and Local Rule 3017-1 for entry of an order (a) approving the Disclosure Statement; (b) establishing the Voting Record Date, Voting Deadline, Confirmation Objection Deadline, and other dates; (c) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; (d) approving the manner and forms of notice and other related documents in connection with confirmation of the Plan; and (e) granting related relief; and the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance

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.

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

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 it 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 upon all of the proceedings had before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

B. The notices attached to this Order (collectively, the “**Notices**”) contain sufficient information and are appropriate under the circumstances.

C. The Opt-Out Release Forms and Conditional Opt-Out Form are appropriate under the circumstances, satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules, and are approved.

D. The forms of the ballots attached to this Order (collectively, the “**Ballots**”) (i) are sufficiently consistent with Official Form No. 314, (ii) adequately address the particular needs of these Chapter 11 Cases, and (iii) are appropriate for the Classes of Claims entitled to vote under the Plan to accept or reject the Plan.

E. The time period set forth below during which the Debtors may solicit votes on the Plan is a reasonable period of time for creditors to make an informed decision as to whether to accept or reject the Plan.

F. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

G. All objections, responses, statements, and comments, if any, in opposition to the Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Disclosure Statement Hearing, shall be, and hereby are, overruled in their entirety for the reasons stated on the record and, notwithstanding the foregoing, no objection shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objecting to confirmation of the Plan set forth herein.

H. The notice and objection procedures provided in connection with the Disclosure Statement Hearing were reasonable and appropriate under the circumstances, and the Disclosure Statement Notice provided adequate notice of the Disclosure Statement Objection Deadline and the Disclosure Statement Hearing as required by Bankruptcy Rule 3017.

I. The procedures set forth below regarding the Confirmation Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

IT IS THEREFORE ORDERED THAT:

1. The Motion is GRANTED, as set forth herein.

I. APPROVAL OF THE DISCLOSURE STATEMENT

2. Pursuant to Bankruptcy Rule 3017(b), the Disclosure Statement [Docket No. 23] is approved as containing adequate information within the meaning of section 1125(a) of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement and Solicitation Package in order to solicit votes on, and pursue confirmation of, the Plan.

3. The Disclosure Statement Notice attached hereto as Exhibit 1 is approved pursuant to Bankruptcy Rules 2002 and 3017.

II. CONFIRMATION HEARING AND OBJECTIONS

4. Pursuant to Bankruptcy Rule 3020(b)(2), 9006(c) and Local Rule 9006-1(e), the Confirmation Hearing shall be set for May __, 2023 at [_____] prevailing Eastern Time; *provided, however*, that the Confirmation Hearing may be continued from time to time by this Court or the Debtors without further notice to creditors or other parties in interest, other than an announcement at or before the Confirmation Hearing or any adjourned Confirmation Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of these Chapter 11 Cases.

5. Pursuant to Bankruptcy Rule 3020(b)(1), the Confirmation Objection Deadline for filing and serving objections to confirmation of the Plan shall be May 3, 2023 at 5:00 p.m. (prevailing Eastern time), which deadline may be extended by the Debtors.

6. Any Confirmation Objections shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so as to be **actually received** by each of the following parties (the “**Notice Parties**”) on or before the Confirmation Objection Deadline:

- a. Counsel to the Debtors: (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)) and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com));

- b. The U.S. Trustee: 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov));
- c. Counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent: (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street, 43rd Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)) and (2) 321 North Clark Street, 32nd Floor, Chicago, Illinois 60654 (Attn: Justin Bernbrock (JBernbrock@sheppardmullin.com), Bryan V. Uelk (BUelk@sheppardmullin.com), and Catherine Jun (CJun@sheppardmullin.com)), and (ii) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801 (Attn: L. Katherine Good (kgood@potteranderson.com)); and
- d. Counsel to any statutory committee appointed in the Chapter 11 Cases.

7. The deadline for the Debtors and any other party supporting the Plan to file any pleading in support of, or in response to any objection to, confirmation of the Plan is May 8, 2023, one (1) day before the commencement of the Confirmation Hearing.

III. ESTABLISHMENT OF VOTING RECORD DATE AND DISALLOWANCE OF VOTES OF HOLDERS OF DISPUTED CLAIMS

8. Pursuant to Bankruptcy Rule 3017(d), March 31, 2023, shall be the record date (the “**Voting Record Date**”) with respect to all Claims. The Debtors shall use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages, vote to accept or reject the Plan, and receive notice of the Confirmation Hearing. For the avoidance of doubt, Holders of Claims in Voting Classes filed after the Voting Record Date but before the General Bar Date, to which no objections are interposed, shall be entitled to vote and will receive Solicitation Packages as soon as practicable after the General Bar Date.

9. Holders of Claims that are subject to a pending objection by the Debtors are not entitled to vote the disputed portion of their claim, unless such claim is temporarily allowed by this Court for voting purposes pursuant to Bankruptcy Rule 3018(a).

IV. APPROVAL OF SOLICITATION PROCEDURES

A. Duties of Notice and Claims Agent

10. The Notice and Claims Agent shall assist the Debtors in, among other things, (a) mailing Confirmation Hearing Notices and Notices of Non-Voting Status to Holders of Claims and Interests in Non-Voting Classes and other non-voting parties entitled to notice; (b) mailing the Contract/Lease Notices to counterparties to the Debtors' Executory Contracts and Unexpired Leases; (c) mailing Solicitation Packages to Holders of Claims in the Voting Classes; (d) soliciting votes on the Plan; (e) receiving, tabulating, and reporting on Ballots cast for or against the Plan by Holders of Claims against the Debtors; (f) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan; and (g) if necessary, contacting creditors regarding the Plan and their Ballots.

11. The Notice and Claims Agent is also authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The Notice and Claims Agent will not count or consider for any purpose in determining whether the Plan has been accepted or rejected any Ballot transmitted by telecopy, facsimile, e-mail, or other electronic means not using the Notice and Claims Agent's online balloting portal. The encrypted ballot data and audit trail created by electronic submission through the Notice and Claims Agent's online balloting portal shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

B. Notices and Ballots

12. The Notices and Ballots to be used in connection with the solicitation of votes on, and confirmation of, the Plan (as applicable) are hereby approved in full.

13. The Debtors shall cause Solicitation Packages and Ballots to be transmitted to all Holders of Claims in Classes 3 and 4.

14. Classes 1 and 2 are Unimpaired and, thus, the Holders of such Unimpaired Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Unimpaired Claims.

15. Classes 6 and 8 are Impaired and will receive no recovery under the Plan, and the Holders of such Claims and Interests are conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and the Debtors are not required to solicit their vote with respect to such Claims and Interests.

16. Classes 5 and 7 (and, together with Classes 1, 2, 6, and 8, the “**Non-Voting Classes**”) are either Unimpaired or Impaired, and the Holders of such Claims and Interests are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code or conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and the Debtors are not required to solicit their votes with respect to such Claims and Interests.

17. The Debtors shall not be obligated to deliver Solicitation Packages or Ballots to Holders of Claims and Interests in the Non-Voting Classes. Rather, in lieu thereof and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the Holders of Claims and Interests in the Non-Voting Classes, Holders of Unclassified Claims, and Holders of Claims that are subject to a pending objection by the Debtors, a notice, substantially in the form of Exhibit 3 attached hereto (the “**Notice of Non-Voting Status**”), *provided*, that only Holders of Claims and Interests in the Non-Voting Classes that are conclusively deemed to reject the Plan shall receive the applicable Opt-Out Release Forms, which shall be attached as Exhibit A thereto.

18. The Debtors shall not be required to deliver Ballots or Solicitation Packages to counterparties to the Debtors’ Executory Contracts and Unexpired Leases who do not have scheduled Claims and have not filed Proofs of Claim. Rather, in lieu thereof and in accordance

with Bankruptcy Rule 3017(d), the Debtors shall mail to such counterparties to the Debtors' Executory Contracts and Unexpired Leases a notice, substantially in the form of Exhibit 4 attached hereto (the "**Contract/Lease Notice**").

19. Nominees are required to forward a Notice of Non-Voting Status, a Beneficial Holder Opt-out Form, and a Confirmation Hearing Notice (together, the "**Beneficial Holder Notices**") to Beneficial Holders of Equity Interests in Class 8 within five (5) business days of receiving the Beneficial Holder Notices. To the extent the Nominees incur out-of-pocket expenses in connection with distribution of the Beneficial Holder Notices, the Debtors are authorized, but not directed, to reimburse such Nominees for their reasonable and customary expenses incurred in this regard.

20. A copy of the Confirmation Hearing Notice shall be distributed, together with the Notice of Non-Voting Status, to Holders, as of the Voting Record Date, of General Administrative Claims, Professional Fee Claims, Priority Tax Claims, and DIP Facility Claims, which are unclassified Claims under the Plan.

C. Content and General Transmittal of Solicitation Packages; Notice of Confirmation Hearing

21. The Debtors are authorized to transmit, or cause to be transmitted, on or before April 5, 2023 (or as soon as reasonably practicable thereafter) (the "**Solicitation Mailing Date**"), by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the "**Solicitation Package**") containing a printed version, or other electronic means (such as a flash drive), of the following:

- (a) the Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 5;
- (b) the Disclosure Statement;
- (c) the Plan (which may be furnished as Exhibit A to the Disclosure Statement);

- (d) the Disclosure Statement Order (without exhibits attached);
- (e) a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan; and
- (f) a Ballot, appropriate for the specific holder, in substantially the form attached to this Order (as may be modified for particular classes and with instructions attached thereto).

22. To avoid duplication and reduce expenses, the Debtors will make every reasonable effort to ensure that any holder of a Claim who has filed duplicative Claims (whether against the same or multiple Debtors) that are classified under the Plan in the same Class will receive no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class.

23. Any timely received Ballot that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The foregoing general procedures shall be subject to the following exceptions:

- (a) if a Claim is deemed Allowed in accordance with the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- (b) if a Claim for which a Proof of Claim has been timely filed is identified as contingent, unliquidated, or disputed, and is not subject to a pending objection, by the Debtors, then such Claim is temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- (c) if a Proof of Claim is filed as partially liquidated and partially unliquidated, then such Claim will be allowed for voting purposes only, and not for purposes of allowance or distribution, in the liquidated amount;
- (d) if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- (e) if a Claim is not listed on the Debtors' schedules, or is scheduled at zero, in an unknown amount, or as unliquidated, contingent, or disputed, and a Proof of Claim was not (i) timely filed by the deadline for filing Proofs of Claim,

or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, such Claim is disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c); *provided, however*, that a Claim listed in the schedules as contingent, unliquidated, or disputed for which the bar date has not yet passed, including the Governmental Bar Date, shall vote in the amount of \$1.00;

- (f) if an objection to a Claim or any portion thereof has been filed prior to the Voting Deadline, then such Claim is temporarily disallowed for voting purposes only and not for the purposes of the allowance or distribution, except to the extent and in the manner as may be set forth in the objection or an order granting such claimant's Rule 3018(a) Motion; and
- (g) any Ballot cast in an amount in excess of the Allowed amount of the relevant Claim will only be counted to the extent of such Allowed Claim.

24. The Debtors shall file the Plan Supplement with the Court on or before April 19, 2023, which filing is without prejudice to the Debtors' rights to amend or supplement the Plan Supplement.

25. The Debtors shall publish the Publication Notice on or prior to April 5, 2023, or five (5) business days after entry of this Order, if later, in the *Wall Street Journal*.

26. Publication of the Publication Notice as described herein shall constitute sufficient notice of the Confirmation Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

V. VOTING DEADLINE AND PROCEDURES FOR VOTE TABULATION

27. Ballots for accepting or rejecting the Plan, as well as all Opt-Out Release Forms and Conditional Opt-Out Forms, must be received by the Notice and Claims Agent on or before 5:00 p.m. (prevailing Eastern time) on May 3, 2023 (the "**Voting Deadline**") to be counted.

28. Any timely received Ballot that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan; *provided, however*, that any timely received Ballot that is cast as an acceptance of the Plan but that

also purports to opt out of the Third-Party Release will be treated as a Ballot accepting the Plan and granting the aforementioned Third-Party Release.

29. The following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- (a) Any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
- (b) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- (c) Any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
- (d) Any Ballot that is properly completed, executed and timely filed, but (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
- (e) Any Ballot submitted by telecopy, facsimile, e-mail, or other electronic means not using the Notice and Claims Agent's online balloting portal;
- (f) Any unsigned Ballot;
- (g) Any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Notice and Claims Agent), or the Debtors' financial or legal advisors; or
- (h) Any Ballot not otherwise cast in accordance with the procedures approved in this Order.

30. Any duplicate Ballots will only be counted once. Ballots shall be tabulated as if the Debtors' estates had been substantively consolidated; that is, Ballots shall not be tabulated on a Debtor-by-Debtor basis.

31. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as

if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.

32. Whenever two or more Ballots are cast which attempt to vote the same Claim prior to the Voting Deadline, the last Ballot received by the Notice and Claims Agent prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots, and Holders will not be entitled to vote on account of Claims to the extent their Ballots have been superseded and/or amended by other Ballots filed by or on behalf of such Holders, regardless of whether the Debtors have objected to the earlier filed Claim, *provided, however*, that where an ambiguity exists as to which Ballot was the latest received, the Notice and Claims Agent reserves the right to contact the creditor and tabulate the vote according to such voter's stated intent, *provided, further*, that if a Holder timely submits both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes.

33. Claims splitting is not permitted and creditors who vote must vote all of their Claims within a particular Class to either accept or reject the Plan.

34. Each creditor shall be deemed to have voted the full amount of its Claim. Unless otherwise ordered by this Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Notice and Claims Agent and the Debtors, which determination shall be final and binding.

35. Notwithstanding anything contained herein to the contrary, the Notice and Claims Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.

36. Any Class that does not have a Holder of an Allowed Claim or a Claim temporarily Allowed by this Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.

37. If a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of Claims in such class.

38. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or this Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any of these incur any liabilities for failure to provide such notification. Unless otherwise directed by this Court, delivery of defective or irregular Ballots shall not be deemed to have been made until such defects or irregularities have been cured or waived. Ballots previously furnished (and as to which any defects or irregularities have not theretofore been cured or waived) shall not be counted.

39. The Debtors, in their discretion, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice, *provided, however*, that any such waiver shall be documented in summary fashion in the voting results filed with this Court. Except as otherwise provided herein, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may, in their discretion, reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by this Court; *provided, however*, that such invalid Ballots shall be documented in the voting results filed with this Court.

40. The Debtors shall retain the absolute right to reject any and all Ballots not proper in form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with

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the provisions of the Bankruptcy Code, the Bankruptcy Rules or this Disclosure Statement Order; *provided, however*, that such rejections shall be documented in summary fashion in the voting results filed with this Court.

VI. TEMPORARY ALLOWANCE OF CLAIMS FOR VOTING PURPOSES

41. April 12, 2023 at 5:00 p.m. (Prevailing Eastern Time) (the “**Rule 3018(a) Motion Deadline**”) shall be the deadline for filing and serving any motion requesting temporary allowance of a Claim for purposes of voting pursuant to Bankruptcy Rule 3018(a) (the “**Rule 3018(a) Motion(s)**”).

42. Rule 3018(a) Motions must be filed with the Court no later than the Rule 3018(a) Motion Deadline; *provided, however*, that if an objection to a Claim is filed on or after the date that is seven (7) days before the Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such Claim, such that the Holder thereof shall have at least seven (7) days to file a Rule 3018(a) Motion after service of the objection to such Claim.

43. Any party timely filing and serving a Rule 3018(a) Motion shall be provided a Ballot by no later than three (3) Business Days after the Rule 3018(a) Motion is filed and be permitted to cast a provisional vote to accept or reject the Plan if such party is in a Voting Class. If, and to the extent that, the Debtors and such party are unable to resolve the issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, then at the Confirmation Hearing, this Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

VII. MISCELLANEOUS

44. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth in this Order shall constitute adequate and sufficient notice of the Confirmation Hearing and the Confirmation Objection Deadline and no further notice is necessary.

45. The Debtors are not required to send Solicitation Packages, individual solicitation materials or other notices to (i) any creditor who filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid, (ii) any creditor on account of a clearly duplicative Claim, or (iii) the Holder of a Claim that has been disallowed in full by order of the Court.

46. With respect to addresses from which one or more prior notices served in these Chapter 11 Cases were returned as undeliverable or from which mailings made pursuant to this Order are returned as undeliverable, the Debtors are excused from distributing Confirmation Hearing Notices and Solicitation Packages, as applicable, to those entities listed at such addresses if the Debtors are not provided with an accurate address or forwarding address for such entities before the Solicitation Mailing Date, provided that the Debtors will promptly remit a Confirmation Hearing Notice and Solicitation Package (as applicable) if they are provided with a current address for the affected creditors following the Solicitation Mailing Date. Failure to attempt to re-deliver Confirmation Hearing Notices and Solicitation Packages, as applicable, to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline or a violation of Bankruptcy Rule 3017(d).

47. The Debtors are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Notice of Non-Voting Status, the Contract/Lease Notice, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Notice of Non-Voting Status, the Contract/Lease Notice, and related documents and any other materials in the Solicitation Package prior to their distribution and publication, as applicable.

48. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

49. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion.

50. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

51. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

52. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

EXHIBIT 1

**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 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

NOTICE OF DISCLOSURE STATEMENT HEARING

TO: ALL HOLDERS OF CLAIMS AGAINST STARRY GROUP HOLDINGS, INC. AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES

PLEASE TAKE NOTICE THAT on February 20, 2023, Starry Group Holdings, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), filed their (i) *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 22] (as it may be amended, modified or supplemented from time to time, the “**Plan**”), (ii) *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 23] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”). On February 23, 2023, the Debtors filed the *Motion of Debtors For Order (A) Approving the Disclosure Statement; (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates; (C) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on the Plan and for Filing Objections to the Plan; (D) Approving the Manner and Forms of Notice and Other Related Documents; and (E) Granting Related Relief* (the “**Disclosure Statement Motion**”).²

PLEASE TAKE FURTHER NOTICE THAT a hearing will be held before the Honorable Judge Karen B. Owens, United States Bankruptcy Judge, on **March 31, 2023 at 10:00 a.m. prevailing Eastern Time**, in the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801 (the “**Disclosure Statement Hearing**”), to consider approval of the Disclosure Statement and the other relief requested in the Disclosure Statement Motion. Please be advised that the Disclosure Statement Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by

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.

² Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, or related documents, you should contact Kurtzman Carson Consultants LLC (“**KCC**”), the Notice and Claims agent retained by the Debtors in these Chapter 11 Cases, by: (i) calling the Debtors’ restructuring hotline at (866) 480-0830 or (781) 575-2040 (for international calls); (ii) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/Starry>; and/or (iii) sending an email to StarryInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/Starry>.

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the adequacy of the Disclosure Statement or the relief sought in connection therewith **must**: (i) be made in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; (iii) state with particularity the legal and factual basis for the objection and, if practicable, a proposed modification to the Disclosure Statement that would resolve such objection; and (iv) be filed with the Bankruptcy Court (contemporaneously with a proof of service), and be served upon the following parties (the “**Notice Parties**”) on or before **5:00 p.m. prevailing Eastern Time on March 23, 2023** (the “**Objection Deadline**”):

- a. Counsel to the Debtors: (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)) and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)) and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com));
- b. The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov);
- c. Counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent: (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street, 43rd Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)) and (2) 321 North Clark Street, 32nd Floor, Chicago, Illinois 60654 (Attn: Justin Bernbrock (JBernbrock@sheppardmullin.com), Bryan V. Uelk (BUelk@sheppardmullin.com) and Catherine Jun (CJun@sheppardmullin.com)), and (ii) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801 (Attn: L. Katherine Good (kgood@potteranderson.com)); and
- d. Counsel to any statutory committee appointed in the Chapter 11 Cases.

PLEASE TAKE FURTHER NOTICE THAT only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court during the Disclosure Statement Hearing. If no objections to the Disclosure Statement Motion are timely and properly

filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order granting the Disclosure Statement Motion without further notice.

Dated: February 23, 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 2A

**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 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

BALLOT TO ACCEPT OR REJECT THE DEBTORS' PLAN

CLASS 3: PREPETITION TERM LOAN CLAIMS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 PM, EASTERN TIME, ON MAY [●], 2023 (THE “VOTING
DEADLINE”), UNLESS EXTENDED BY THE DEBTORS**

This ballot (the “**Ballot**”) is provided to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”) for Starry Group Holdings, Inc. (“**Starry**”) and certain of its affiliates (such affiliates, together with Starry, the “**Debtors**”).²

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of March [●], 2023 (the “**Voting Record Date**”), a holder (a “**Holder**”) of a Prepetition Term Loan Claim against the Debtors.

The Plan is attached as **Exhibit A** to the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you are receiving with this Ballot. The Disclosure Statement

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.

² Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

provides information to assist you in deciding whether to accept or reject the Plan. The recoveries described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package, you may obtain a copy (a) from Kurtzman Carson Consultants LLC (the “**Notice and Claims Agent**”) at no charge by: (i) visiting the Notice and Claims Agent’s website at <http://www.kccllc.net/Starry>, (ii) calling (781) 575-2040 (international) or (866) 480-0830 (domestic, toll free), or (iii) sending an electronic message to StarryInfo@kccllc.com with “Starry” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <http://www.deb.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Notice and Claims Agent *immediately* at the address, telephone number, or email address set forth below.

On February 20, 2023, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Notice and Claims Agent by the Voting Deadline.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 3

Claims in Class 3 consist of Prepetition Term Loan Claims.

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, the Prepetition Agent shall receive Cash in an amount sufficient to pay all outstanding unreimbursed fees and expenses, if any, and except to the extent that a Holder of an Allowed Prepetition Term Loan Claim agrees to less favorable treatment, each Holder of an Allowed Prepetition Term Loan Claim shall receive, in full and final satisfaction of its Allowed Prepetition Term Loan Claim:

- (i) In the event of a Restructuring, its Pro Rata Share of the New Common Equity (subject to dilution by the Management Incentive Plan and New Warrants); or
- (ii) In the event of a Sale Transaction, except as otherwise provided in and giving effect to any applicable Sale Order, its Pro Rata Share of (1) Cash held by the Debtors immediately following consummation less, (2) without duplication, (a) the Cash to be distributed to Holders of Claims as provided herein, (b) the amount required to fund the Professional Fee Escrow Account, and (c) the Wind-Down Budget.

PLEASE READ THE DISCLOSURE STATEMENT AND THE PLAN FOR MORE DETAILS.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claim. The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a Prepetition Term Loan Claim in the aggregate unpaid principal amount inserted into the box below, without regard to any accrued but unpaid interest.

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Item 2. Votes on Plan. Please vote either to accept or to reject the Plan with respect to your Prepetition Term Loan Claim below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Prior to voting on the Plan, please note the following:

If you vote to accept the Plan, you shall be deemed to have consented to the Third-Party Release, injunction, and exculpation provisions set forth in Articles IX.C, D, and E of the Plan.

If you vote to reject the Plan or do not vote to accept or reject the Plan and do not affirmatively opt out of the Third-Party Release by checking the box in Item 3 below, you will be deemed to have granted the Third-Party Release set forth in Article IX.C of the Plan.

Please also be advised that the Debtor Release contained in Article IX.B of the Plan will be included in the Confirmation Order and that it is separate from and independent of the Third-Party Release.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Articles IX.C, D, and E of the Plan, respectively.

Vote of Holder of Prepetition Term Loan Claim on the Plan. The undersigned Holder of a Prepetition Term Loan Claim votes to (check one box):

☐ **Accept the Plan**

☐ **Reject the Plan**

Item 3. Optional Release Election. If you voted to reject the Plan in Item 2 above or did not vote to accept or reject the Plan in Item 2 above, check this box if you elect not to grant the release contained in Article IX.C of the Plan. Election to withhold consent to the releases contained in Article IX.C of the Plan is at your option. If you submit your Ballot without this box checked, you will be deemed to consent to the releases contained in Article IX.C of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan in Item 2 above, (i) you will be deemed to consent to the releases contained in Article IX.C of the Plan to the fullest extent permitted by applicable law and (ii) if you checked this box, your election not to grant the releases will not be counted.

- ☐ The undersigned elects **not** to grant the releases contained in Article IX.C of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the Prepetition Term Loan Claim described in Item 1 as of the Voting Record Date, (iii) it has not submitted any other Ballots for other Prepetition Term Loan Claims held in other accounts or other record names, or if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan, and (iv) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted as a vote on the Plan.

Name of Holder

Signature

Name of Signatory and Title

Name of Institution (if different than Holder)

Street Address

City, State, Zip Code

Telephone Number

Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Starry Group Holdings, Inc. Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of your Ballot, please send an email to StarryInfo@kccllc.com and provide the anticipated date and time of your delivery.

OR

Submit your Ballot via the Notice and Claims Agent's online portal at <http://www.kccllc.net/Starry>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Unique E-Ballot Pin: _____

The Notice and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Holders of Prepetition Term Loan Claims who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

<p>IF THE NOTICE AND CLAIMS AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS CLASS BALLOT ON OR BEFORE <u>MAY [●], 2023</u>, AT 5:00 PM, EASTERN TIME (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.</p>
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IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT BY CALLING (781) 575-2040 (INTERNATIONAL) OR (866) 480-0830 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO STARRYINFO@KCCLLC.COM WITH “STARRY” IN THE SUBJECT LINE.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Complete the Ballot by providing all the information requested. Any Ballot that is illegible, contains insufficient information to identify the holder, or does not contain an original signature will not be counted. You may return the Ballot by either of the following two methods:

Use of Hard Copy Ballot. To ensure that your hard copy Ballot is counted as a vote on the Plan, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed, pre-paid envelope via first class mail, or via overnight courier or hand delivery, to the following address:

**Starry Group Holdings, Inc. Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245**

Use of Online Ballot Portal. To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <http://www.kccllc.net/Starry>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

The Notice and Claims Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.

2. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; and/or (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
3. You must vote all your Prepetition Term Loan Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Prepetition Term Loan Claims, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly

executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

4. If you elect not to grant the releases contained in Article IX.C of the Plan, check the box in Item 3. Election to withhold consent to the releases contained in Article IX.C of the Plan is at your option. If you submit your Ballot without the box in Item 3 checked, you will be deemed to consent to the Third-Party Release set forth in Article IX.C of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan in Item 2 above, (i) you will be deemed to consent to the releases contained in Article IX.C of the Plan to the fullest extent permitted by applicable law and (ii) if you checked this box, your election not to grant the releases will not be counted.
5. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest.
6. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and/or opt-out of the Third-Party Release.
7. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Notice and Claims Agent will supersede and revoke any prior Ballot, *provided* that, if a Holder timely submits both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot.
8. If a Holder holds a Claim in a Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder has a Claim in that Class.
9. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.
10. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
11. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

13. PLEASE RETURN YOUR BALLOT PROMPTLY TO THE NOTICE AND CLAIMS AGENT IN THE ENVELOPE PROVIDED OR SUBMIT YOUR E-BALLOT VIA THE ONLINE PORTAL.
14. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE NOTICE AND CLAIMS AGENT AT (781) 575-2040 (INTERNATIONAL) OR (866) 480-0830 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO STARRYINFO@KCCLLC.COM WITH “STARRY” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.
15. THE NOTICE AND CLAIMS AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

Exhibit 1

Releases, Discharges, Injunctions, and Exculpations

If you are entitled to vote on the Plan and you submit a Ballot and do not affirmatively opt out of the Third-Party Release by checking the box in Item 3 above, you shall be deemed to have granted the release provisions set forth in Article IX.C of the Plan. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation. Capitalized terms used in this Exhibit that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE.

IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing provided, that, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“**Releasing Party**” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS

B. *Release by the Debtors*

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection

with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements,

instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing

exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

EXHIBIT 2B

**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 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	

BALLOT TO ACCEPT OR REJECT THE DEBTORS' PLAN

CLASS 4: GENERAL UNSECURED CLAIMS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS
5:00 PM, EASTERN TIME, ON MAY [*], 2023 (THE “VOTING
DEADLINE”), UNLESS EXTENDED BY THE DEBTORS**

This ballot (the “**Ballot**”) is provided to you to solicit your vote to accept or reject the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”) for Starry Group Holdings, Inc. (“**Starry**”) and certain of its affiliates (such affiliates, together with Starry, the “**Debtors**”).²

Please use this Ballot to cast your vote to accept or reject the Plan if you are, as of March [*], 2023 (the “**Voting Record Date**”), a holder (a “**Holder**”) of a General Unsecured Claim against the Debtors.

The Plan is attached as **Exhibit A** to the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”), which was included in the package (the “**Solicitation Package**”) you are receiving with this Ballot. The Disclosure Statement provides information to assist you in deciding whether to accept or reject the Plan. The recoveries

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.

² Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

described in the Disclosure Statement are subject to confirmation of the Plan. If you do not have the Solicitation Package, you may obtain a copy (a) from Kurtzman Carson Consultants LLC (the “**Notice and Claims Agent**”) at no charge by: (i) visiting the Notice and Claims Agent’s website at <http://www.kccllc.net/Starry>, (ii) calling (781) 575-2040 (international) or (866) 480-0830 (domestic, toll free), or (iii) sending an electronic message to StarryInfo@kccllc.com with “Starry” in the subject line and requesting a copy be provided to you; or (b) for a fee via PACER at <http://www.deb.uscourts.gov>. You should review the Disclosure Statement and the Plan before you vote. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Notice and Claims Agent *immediately* at the address, telephone number, or email address set forth below.

On February 20, 2023, the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds of the aggregate principal amount and more than one-half in number of the Claims voted in each Impaired Class, and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under the Bankruptcy Code. **If the requisite acceptances are not obtained, the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan, and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or if you vote to reject the Plan.** To have your vote counted, you must complete, sign, and return this Ballot to the Notice and Claims Agent by the Voting Deadline.

PLEASE READ THE DISCLOSURE STATEMENT AND THE PLAN FOR MORE DETAILS.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 4

Claims in Class 4 consist of General Unsecured Claims. For administrative convenience, each Holder of General Unsecured Claims must provide the full amount of such claim on the Ballot as set forth in the instructions below.

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtor against which such Allowed General Unsecured Claim is asserted agree to less favorable treatment for such Holder, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of its Allowed General Unsecured Claim:

(i) In the event of a Restructuring:

(1) Each Participating GUC Holder shall receive in full and final satisfaction of its General Unsecured Claim, its Pro Rata Share of the greater of (a) \$250,000; and (b) the difference between (i) the amount of professional fees of the Debtor Professionals and Committee Professionals set forth in the Initial Budget minus (ii) the actual amount of professional fees and expenses Allowed to such Retained Professionals at any time, subject to a cap of \$2 million; and

(2) Each Non-Participating GUC Holder shall receive no consideration on account of its General Unsecured Claims.

(ii) In the event of a Sale Transaction:

(1) Each Participating GUC Holder shall receive in full and final satisfaction of its Allowed General Unsecured Claim, its Pro Rata Share of the greatest of (a) \$250,000; (b) the difference between (i) the amount of professional fees of the Debtor Professionals and Committee Professionals set forth in the Initial Budget minus (ii) the actual amount of professional fees and expenses Allowed to such Retained Professionals at any time, subject to a cap of \$2 million; and (c) except as otherwise provided in and giving effect to any applicable Sale Order, after the Holders of Allowed Prepetition Term Loan Claims and the Holders of Allowed Claims entitled to priority of payment under 11 U.S.C. § 507 have been satisfied in full in Cash, the amount of Cash, if any, to which Allowed General Unsecured Claims are legally entitled under the Bankruptcy Code; and

(2) Each Non-Participating GUC Holder shall receive, except as otherwise provided in and giving effect to any applicable Sale Order, after the Holders of Allowed Prepetition Term Loan Claims and the Holders of Allowed Claims entitled to priority of payment under 11 U.S.C. § 507 have been satisfied in full in Cash, the amount of Cash, if any, to which Allowed General Unsecured Claims are legally entitled under the Bankruptcy Code.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 4. IF THIS BALLOT HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR VOTE MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Principal Amount of Claim. The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory of such Holder) of a General Unsecured Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

\$ _____
Debtor: _____

Item 2. Votes on Plan. Please vote either to accept or to reject the Plan with respect to your General Unsecured Claim below. Any Ballot not marked either to accept or reject the Plan, or marked both to accept and to reject the Plan, shall not be counted in determining acceptance or rejection of the Plan.

Prior to voting on the Plan, please note the following:

If you vote to accept the Plan, you shall be deemed to have consented to the Third-Party Release, injunction, and exculpation provisions set forth in Articles IX.C, D, and E of the Plan.

If you vote to reject the Plan or do not vote to accept or reject the Plan and do not affirmatively opt out of the Third-Party Release by checking the box in Item 3 below, you will be deemed to have granted the Third-Party Release set forth in Article IX.C of the Plan.

Please also be advised that the Debtor Release contained in Article IX.B of the Plan will be included in the Confirmation Order and that it is separate from and independent of the Third-Party Release.

The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation provisions in Articles IX.C, D, and E of the Plan, respectively.

Vote of Holder of General Unsecured Claim on the Plan. The undersigned Holder of a General Unsecured Claim votes to (check one box):

☐ **Accept the Plan**

☐ **Reject the Plan**

Item 3. Optional Release Election. If you voted to reject the Plan in Item 2 above or did not vote to accept or reject the Plan in Item 2 above, check this box if you elect not to grant the release contained in Article IX.C of the Plan. Election to withhold consent to the releases contained in Article IX.C of the Plan is at your option. If you submit your Ballot without this box checked, you will be deemed to consent to the releases contained in Article IX.C of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan in Item 2 above, (i) you will be deemed to consent to the releases contained in Article IX.C of the Plan to the fullest extent permitted by applicable law and (ii) if you checked this box, your election not to grant the releases will not be counted.

- ☐ The undersigned elects **not** to grant the releases contained in Article IX.C of the Plan.

Item 4. Acknowledgments. By signing this Ballot, the Holder (or authorized signatory of such Holder) acknowledges receipt of the Plan, the Disclosure Statement, and the other applicable solicitation materials, and certifies that (i) it has the power and authority to vote to accept or reject the Plan, (ii) it was the Holder (or is entitled to vote on behalf of such Holder) of the General Unsecured Claim described in Item 1 as of the Voting Record Date, (iii) it has not submitted any other Ballots for other General Unsecured Claims held in other accounts or other record names, or if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan, (iv) the Holder understands and acknowledges that if multiple Ballots are submitted voting the claim set forth in Item 1, only the last properly completed Ballot voting the claim and received by the Notice and Claims Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Notice and Claims Agent, and (v) all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that an otherwise properly completed, executed, and timely returned Ballot failing to indicate either acceptance or rejection of the Plan, or indicating both acceptance and rejection of the Plan, will not be counted as a vote on the Plan.

 Name of Holder

 Signature

 Name of Signatory and Title

 Name of Institution (if different than Holder)

 Street Address

 City, State, Zip Code

 Telephone Number

 Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Starry Group Holdings, Inc. Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245**

If you would like to coordinate hand delivery of your Ballot, please send an email to StarryInfo@kccllc.com and provide the anticipated date and time of your delivery.

OR

Submit your Ballot via the Notice and Claims Agent's online portal at <http://www.kccllc.net/Starry>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

Unique E-Ballot Pin: _____

The Notice and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Holders of General Unsecured Claims who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

<p>IF THE NOTICE AND CLAIMS AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS BALLOT ON OR BEFORE <u>MAY [*], 2023</u>, AT 5:00 PM, EASTERN TIME (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.</p>
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IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT BY CALLING (781) 575-2040 (INTERNATIONAL) OR (866) 480-0830 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO STARRYINFO@KCCLLC.COM WITH “STARRY” IN THE SUBJECT LINE.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. Complete the Ballot by providing all the information requested. Any Ballot that is illegible, contains insufficient information to identify the holder, or does not contain an original signature will not be counted. You may return the Ballot by either of the following two methods:

Use of Hard Copy Ballot. To ensure that your hard copy Ballot is counted as a vote on the Plan, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed pre-addressed, pre-paid envelope via first class mail, or via overnight courier or hand delivery, to the following address:

**Starry Group Holdings, Inc. Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245**

Use of Online Ballot Portal. To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <http://www.kccllc.net/Starry>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**

The Notice and Claims Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.

2. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; and/or (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan.
3. You must vote all your General Unsecured Claims under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different General Unsecured Claims, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly

executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

4. If you elect not to grant the releases contained in Article IX.C of the Plan, check the box in Item 3. Election to withhold consent to the releases contained in Article IX.C of the Plan is at your option. If you submit your Ballot without the box in Item 3 checked, you will be deemed to consent to the Third-Party Release set forth in Article IX.C of the Plan to the fullest extent permitted by applicable law. If you voted to accept the Plan in Item 2 above, (i) you will be deemed to consent to the releases contained in Article IX.C of the Plan to the fullest extent permitted by applicable law and (ii) if you checked this box, your election not to grant the releases will not be counted.
5. The Ballot does not constitute, and shall not be deemed to be, a proof of claim or interest or an assertion or admission of a Claim or Interest.
6. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and/or opt-out of the Third-Party Release.
7. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Notice and Claims Agent will supersede and revoke any prior Ballot, provided that, if a Holder timely submits both a paper Ballot and electronic Ballot on account of the same Claim, the electronic Ballot shall supersede the paper Ballot.
8. If a Holder holds a Claim in a Class against multiple Debtors, a vote on their Ballot will apply to all Debtors against whom such Holder has a Claim in that Class.
9. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single Holder in a particular Class will be aggregated and treated as if such Holder held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such Holder held one Claim in such Class, and the vote of each affiliated entity will be counted separately as a vote to accept or reject the Plan.
10. In the event that (i) the Debtors revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
11. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtors will not resolicit votes for acceptance or rejection of the Plan.
12. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

13. PLEASE RETURN YOUR BALLOT PROMPTLY TO THE NOTICE AND CLAIMS AGENT IN THE ENVELOPE PROVIDED OR SUBMIT YOUR E-BALLOT VIA THE ONLINE PORTAL.
14. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE NOTICE AND CLAIMS AGENT AT (781) 575-2040 (INTERNATIONAL) OR (866) 480-0830 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO STARRYINFO@KCCLLC.COM WITH “STARRY” IN THE SUBJECT LINE. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.
15. THE NOTICE AND CLAIMS AGENT IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

Exhibit 1

Releases, Discharges, Injunctions, and Exculpations

If you are entitled to vote on the Plan and you submit a Ballot and do not affirmatively opt out of the Third-Party Release by checking the box in Item 3 above, you shall be deemed to have granted the release provisions set forth in Article IX.C of the Plan. The Disclosure Statement and the Plan must be referenced for a complete description of the release, injunction, and exculpation. Capitalized terms used in this Exhibit that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE.

IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing provided, that, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“**Releasing Party**” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS

B. *Release by the Debtors*

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection

with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements,

instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing

exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

EXHIBIT 3

**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 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

NOTICE OF NON-VOTING STATUS

TO: ALL HOLDERS OF UNCLASSIFIED CLAIMS AND CLAIMS OR INTERESTS IN CLASSES 1, 2, 5, 6, 7, and 8

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

PLEASE TAKE NOTICE THAT on [●], 2023, Starry Group Holdings, Inc. and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), filed solicitation versions of their (i) *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).²

PLEASE TAKE FURTHER NOTICE THAT on [●], 2023, after a hearing (the “**Disclosure Statement Hearing**”) to consider whether the Disclosure Statement contains adequate information and whether to approve the solicitation procedures contemplated by the Disclosure Statement (the “**Solicitation Procedures**”), the Court entered an order approving the disclosure provided in the Disclosure Statement and approving the Solicitation Procedures (the “**Disclosure Statement Order**”) [Docket No. [●]].

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “**Confirmation Hearing**”) to consider final approval and confirmation of the Plan will be held before The Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, **on May [●], 2023 at [●]:[●] [●] .m. (prevailing Eastern time)**. The Confirmation Hearing may be continued from time

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.

² Capitalized terms used but otherwise not defined herein have meanings ascribed to such terms in the Disclosure Statement or the Plan, as applicable.

to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Bankruptcy Court. The Plan may be amended, supplemented, or modified from time to time, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

ENTITLEMENT TO VOTE ON THE PLAN

In accordance with the terms of the Plan and the Bankruptcy Code, General Administrative Claims, Professional Fee Claims, Priority Tax Claims, and DIP Facility Claims (collectively, the “**Unclassified Claims**”) are unclassified and are not entitled to vote on the Plan. Also, Holders of Claims in Classes 1, 2, 5, 6, 7, and 8 under the Plan (collectively, the “**Non-Voting Classes**”) are (i) conclusively deemed to have accepted or rejected the Plan, as applicable, and (ii) not entitled to vote to accept or reject the Plan, as further described below. You are receiving this notice because you are either (i) a Holder of an Unclassified Claim and, therefore, not entitled to vote on the Plan; or (ii) a Holder of a Claim or Interest in a Class that is conclusively deemed to accept or reject the Plan and, therefore, not entitled to vote on the Plan.

Your rights are described more fully in the Disclosure Statement and Plan. If you would like to review the Plan and Disclosure Statement, you may contact Kurtzman Carson Consultants LLC (“**KCC**”), the voting and claims agent retained by the Debtors in these Chapter 11 Cases, by: (1) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/Starry>; (2) sending an email to StarryInfo@kccllc.com; and/or (3) calling the Debtors’ restructuring hotline at (866) 480-0830 (or (781) 575-2040 for international calls). You may also obtain these documents and any other pleadings filed in the Debtors’ Chapter 11 Cases (for a fee) via PACER at <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/Starry>.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

The Plan proposes to modify the rights of certain creditors of the Debtors. The classification of Claims under the Plan is described generally below.

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Prepetition Term Loan Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Unimpaired or Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
6	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Interest	Status	Voting Rights
7	Intercompany Interests	Unimpaired or Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

Notwithstanding the fact that you are not entitled to vote to accept or reject the Plan, you nevertheless may be a party in interest in these Chapter 11 Cases and you, therefore, may be entitled to participate in these Chapter 11 Cases, including by filing objections to Confirmation of the Plan. Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so as to be **actually received** by each of the following parties (the “**Notice Parties**”) on or before **May [●], 2023 at 5:00 p.m. (prevailing Eastern time)** (the “**Objection Deadline**”):

- a. Counsel to the Debtors: (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)) and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)) and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com));
- b. The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov);
- c. Counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent: (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street, 43rd Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)) and (2) 321 North Clark Street, 32nd Floor, Chicago, Illinois 60654 (Attn: Justin Bernbrock (JBernbrock@sheppardmullin.com), Bryan V. Uelk (BUelk@sheppardmullin.com), and Catherine Jun (CJun@sheppardmullin.com)), and (ii) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801 (Attn: L. Katherine Good (kgood@potteranderson.com)); and
- d. Counsel to any statutory committee appointed in the Chapter 11 Cases.

Objections not timely filed and served in the manner set forth in the Disclosure Statement Order shall not be considered and shall be deemed overruled.

OBJECTIONS TO CONFIRMATION OF THE PLAN NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article IX of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party)..

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing *provided, that*, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“Releasing Party” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS

B. *Release by the Debtors*

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages,

actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote,

consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold

Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Plan and Disclosure Statement are on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk's office at any time during regular business hours or by (a) visiting the Debtors' case website (<http://www.kccllc.net/Starry>); (b) telephoning KCC, the voting and claims agent retained by the Debtors in these chapter 11 cases, at (866) 480-0830 (or (781) 575-2040 for international calls); or (c) sending an email to StarryInfo@kccllc.com. In addition, copies of the Plan and Disclosure Statement may be obtained at or viewed on the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY AND, IN THE CASE OF HOLDERS OF CLAIMS OR INTERESTS THAT ARE CONCLUSIVELY DEEMED TO REJECT THE PLAN, TO PROVIDE YOU WITH THE ATTACHED OPT-OUT RELEASE FORM WITH RESPECT TO THE THIRD-PARTY RELEASE PROVIDED IN THE PLAN. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT.

PLEASE BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SCHEDULING ORDER.

Dated: _____, 2023 **YOUNG CONAWAY STARGATT & TAYLOR, LLP**
Wilmington, Delaware

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-and-

LATHAM & WATKINS LLP

Jeffrey E. Bjork (*pro hac vice* admission pending)
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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT 3A

OPTIONAL: OPT-OUT RELEASE FORM

What is this form? This optional form gives you the opportunity to opt out of granting the Third-Party Release described below.

Who should fill out this form? You should only consider filling out this form if you have a Claim against, or Interest in, the Debtors, and are deemed to reject the Plan. If you are unsure whether you hold such a Claim or Interest, you should consult your own attorney.

What is the Third-Party Release? If you have a Claim against, or Interest in, the Debtors, you are by default deemed to grant the Third-Party Release. That means you will release, that is, waive or give up, certain legal claims you might have against the parties identified as the “Released Parties” on this form. If you are unsure whether you have any such claims against the Released Parties, you should consult your own attorney.

How do I opt out of the Third-Party Release? Complete this form and return it as instructed below. If you are unsure how to complete the form, you should consult your own attorney.

Will this affect my treatment under the Plan? No. Whether you choose to opt out of the Third-Party Release or not will have no effect on your treatment under the Plan. If you have received this Opt-Out Release Form, you are not entitled to any distribution under the Plan.

What am I being asked to do? You have the option of opting out of granting the Third-Party Release. If you do not wish to opt out, you do not need to do anything, and you will be deemed to grant the Third-Party Release. If you are uncertain as to whether you should opt out, you should consult your own attorney.

When is the deadline to submit this form? If you wish to opt out, this form must be actually received by the Notice and Claims Agent by May [*], 2023, at 5:00 p.m. Eastern Time, as set forth on the following page.

<p>You should read the rest of this form thoroughly. This summary is qualified in all respects by the information set forth below. If you have any questions regarding what this form does, you should consult your own attorney.</p>
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You are receiving this opt out form (the “**Opt-Out Release Form**”) because the Debtors’ books and records indicate you are or may be a Holder of a Claim or Interest that is deemed to reject the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Plan**”).¹ Holders of such Claims and Interests are deemed to grant the Third-Party Release set forth below unless a Holder affirmatively opts out on or before the Opt-Out Release Deadline (as defined below).

If you believe you are a Holder of a Claim or Interest with respect to Starry Group Holdings or any of its Debtor affiliates and choose to opt out of the Third-Party Release set forth in Article IX.C of the Plan, please complete, sign, and date this Opt-Out Release Form and return it promptly via first class mail (in the enclosed reply envelope provided), overnight courier, or hand delivery to Kurtzman Carson Consultants LLC (“**KCC**” or the “**Notice and Claims Agent**”) at the address set forth below, or via the Notice and Claims Agent’s E-Ballot Portal:

Starry Group Holdings Ballot Processing c/o KCC LLC,

222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.

THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIMS AGENT BY MAY [*], 2023, AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE “OPT-OUT RELEASE DEADLINE**”). IF THE OPT-OUT RELEASE FORM IS RECEIVED AFTER THE OPT-OUT RELEASE DEADLINE, IT WILL NOT BE COUNTED OR EFFECTIVE.**

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. The Plan is attached as **Exhibit A** to, and described in greater detail in, the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).

Item 1. Amount of Claim or Interest.

The undersigned hereby certifies that, as of March [*], 2023 (the “**Voting Record Date**”), the undersigned was the Holder of a Claim or Interest in one or more of the following classes: (a) Class 5 Intercompany Claims, (b) Class 6 Subordinated Claims, (c) Class 7 Intercompany Interests, (d) Class 8 Equity Interests (insert amount in box below) and in each case, is deemed to reject the Plan. For the avoidance of doubt, each entity should only submit one Opt-Out Release Form for all Claims and/or Interests it holds.

Class 5 Intercompany Claims Amount \$_____

OR

Class 6 Subordinated Claims Amount \$_____

OR

Class 7 Intercompany Interests Amount \$_____

OR

Class 8 Existing Equity Interests Amount _____

Item 2. Important information regarding the Third-Party Release.

Pursuant to Article IX of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION**A. *Defined Terms***

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing *provided, that*, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“Releasing Party” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS**B. *Release by the Debtors***

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the **“Debtor Release”**) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown,

foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to

have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in

connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

IMPORTANT INFORMATION REGARDING THE RELEASES:

YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE IX.C OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASES CONTAINED IN ARTICLE IX.C OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN ONLY IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-OUT RELEASE FORM BY THE OPT-OUT RELEASE DEADLINE. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION. PLEASE BE ADVISED THAT IF YOU WOULD OTHERWISE FALL WITHIN THE DEFINITION OF A “RELEASED PARTY” AND

OPT OUT OF THE THIRD-PARTY RELEASE, YOU WILL NO LONGER BE A “RELEASED PARTY”

☐ **By checking this box, you elect to opt out of the Third-Party Release.**

PLEASE BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

Item 3. Certifications.

By signing this Opt-Out Release Form, the undersigned certifies that:

- (a) as of the Voting Record Date, either: (i) the Holder is the Holder of the Claims or Interests set forth in Item 1; or (ii) the Holder is an authorized signatory for an entity that is a Holder of the Claims or Interests set forth in Item 1;
- (b) the Holder has received a copy of the *Notice of Non-Voting Status* and that this Opt-Out Release Form is made pursuant to the terms and conditions set forth therein;
- (c) for a Holder of Claims or Interests, the Holder has submitted the same respective election concerning the releases with respect to all Claims or Interests set forth in Item 1; and
- (d) no other Opt-Out Release Form with respect to the amount(s) of Claims or Interests identified in Item 1 have been submitted or, if any other Opt-Out Release Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt-Out Release Forms are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

IF YOU WISH TO OPT OUT, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT RELEASE FORM AND RETURN IT TO THE NOTICE AND CLAIMS AGENT (I) VIA KCC'S E-BALLOT PORTAL OR (II) BY MAIL, OVERNIGHT OR HAND DELIVERY TO:

**STARRY GROUP HOLDINGS BALLOT PROCESSING
C/O KCC LLC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245**

THE OPT-OUT RELEASE DEADLINE IS MAY [*], 2023 AT 5:00 P.M. (PREVAILING EASTERN TIME).

If Submitting Your Opt-Out Release Form through the E-Balloting Portal

KCC will accept Opt-Out Release Forms if properly completed through the E-Balloting Portal. To submit your Opt-Out Release Form via the E-Balloting Portal, visit <http://www.kccllc.net/Starry>, click on the "Submit E-Ballot" section of the website, and follow the instructions to submit your Opt-Out Release Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Opt-Out Release Form:

Unique ID#: _____

Unique PIN: _____

KCC's E-Balloting Portal is the sole manner in which Opt-Out Release Form will be accepted via electronic or online transmission. Opt-Out Release Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

Each ID# is to be used solely for voting only those Claims or Interests described in Item 1 of your Opt-Out Release Form. Please complete and submit an electronic Opt-Out Release Form for each ID# you receive, as applicable. Holders of Claims or Interests who submit an Opt-Out Release Form using the E-Balloting Portal should NOT also submit a paper Opt-Out Release Form.

If your Opt-Out Release Form is not received by KCC on or before the Opt-Out Release Deadline, and such Opt-Out Release Deadline is not extended by the Debtors as noted above, your vote will not be counted.

EXHIBIT 3B

**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-_____ (____)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	X	

**MASTER OPT-OUT FORM FOR
CLASS 8 – EQUITY INTERESTS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
THIS MASTER OPT-OUT FORM CAREFULLY BEFORE COMPLETING THIS MASTER
OPT-OUT FORM.

**THIS MASTER OPT-OUT FORM MUST BE COMPLETED, EXECUTED AND
RETURNED SO AS TO BE ACTUALLY RECEIVED BY KURTZMAN CARSON
CONSULTANTS LLC (THE “NOTICE AND CLAIMS AGENT”) ON OR BEFORE 5:00
P.M. PREVAILING EASTERN TIME ON MAY [*], 2023 (THE “OPT-OUT
DEADLINE”).**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”) as set forth in the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).²

As set forth in the Notice of Non-Voting Status accompanying this opt-out form (the “**Master Opt-Out Form**”), you are receiving this Master Opt-Out Form because you are a bank, broker, or other financial institution (each, a “**Nominee**”) that holds equity securities in Starry

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.

² Capitalized terms used but otherwise not defined herein have meanings ascribed to such terms in the Disclosure Statement or the Plan, as applicable.

Group Holdings, Inc. (the “**Equity Interests**”) in “street name” on behalf of a Beneficial Holder³ of such Equity Interests as of March [*], 2023 (the “**Voting Record Date**”), or you are a Nominee’s agent.

Pursuant to the terms of the Plan, Holders of Equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, Beneficial Holders of Class 8 Equity Interests are deemed to reject the Plan. Beneficial Holders of Class 8 Equity Interests, however, have the right to, subject to the limitations set forth herein, affirmatively opt out of the release contained in Article IX.C of the Plan (the “**Third-Party Release**”), if they so choose. Nominees or their agents should use this Master Opt-Out Form to convey the election of such Beneficial Holders to opt-out of the Third-Party Release.

This Master Opt-Out Form may not be used for any purpose other than conveying Beneficial Holder clients’ elections to opt out of the Third-Party Release. If you believe you have received this Master Opt-Out Form in error, or if you believe that you have received the wrong Master Opt-Out Form, please contact the Notice and Claims Agent immediately at the address, email address, or telephone number set forth below. Nothing contained herein or in the enclosed documents shall render you or any other entity an agent of the Debtors or the Notice and Claims Agent or authorize you or any other entity to use any document or make any statements on behalf of any of the Debtors with respect to the Plan, except for the statement contained in the documents enclosed herewith.

You are required to distribute the Beneficial Holder Opt-Out Form contained herewith to your Beneficial Holder clients holding Equity Interests in Class 8 – Equity Interests as of the Voting Record Date within five (5) business days of your receipt of the Notice of Non-Voting Status in which this Master Opt-Out Form was included. With respect to the Beneficial Holder Opt-Out Forms returned to you, you must (A) execute this Master Opt-Out Form so as to reflect the Third-Party Release elections set forth in such Beneficial Holder Opt-Out Forms and (B) forward this Master Opt-Out Form to the Notice and Claims Agent in accordance with the Master Opt-Out Form Instructions (as defined below) accompanying this Master Opt-Out Form. **Any election delivered to you by a Beneficial Holder shall not be counted unless you complete, sign, and return this Master Opt-Out Form to the Notice and Claims Agent so that it is actually received by the Opt-Out Deadline.**

Before completing this Master Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Master Opt-Out Form” carefully to ensure that you complete, execute and return this Master Opt-Out Form properly.

Item 1. Certification of Authority to Make Elections.

The undersigned certifies that as of the Voting Record Date, the undersigned:

³ A “Beneficial Holder” means an entity that beneficially owns Class 8 Equity Interests as of the Voting Record Date, as reflected in the records maintained by the Nominee.

- ☐ Is a Nominee for the Beneficial Holders in the number of Class 8 – Equity Interests listed in Item 2 below, or
- ☐ Is acting under a power of attorney or agency (a copy of which will be provided upon request) granted by a Nominee for the Beneficial Holders in the number of Class 8 – Equity Interests listed in Item 2 below, or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a Nominee for the Beneficial Holders (or the Beneficial Holders itself/themselves) in the number of Class 8 – Equity Interests listed in Item 2 below;

and accordingly has full power and authority to convey decisions to opt out of the Third-Party Release on behalf of the Beneficial Holders of the Class 8 – Equity Interests described in Item 2.

Item 2. Optional Third-Party Release Election.

The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the Beneficial Holders of Class 8 – Equity Interests, as identified by their respective account numbers, that made a decision to opt out of the Third-Party Release via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary means of conveying such information.

Indicate in the appropriate column below the Beneficial Holder/Account Number of each Beneficial Holder that completed and returned the Beneficial Holder Opt-Out Form and the aggregate number of Class 8 – Equity Interests held by such Beneficial Holder/Account Number electing to opt out of the Third-Party Release or attach such information to this Master Opt-Out Form in the form of the following table.

Please complete the information requested below (add additional sheets if necessary):

Beneficial Holder/Account Number	Amount of Class 8 – Equity Interests Holders Electing to Opt-Out of Third-Party Release
1.	
2.	
3.	
4.	
5.	
TOTAL	

Item 3. Additional Certifications.

By signing this Master Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned has received a completed Beneficial Holder Opt-Out Form from each Beneficial Holder of Class 8 – Equity Interests listed in Item 2 of this Master Opt-Out Form, or (ii) an e-mail, recorded telephone call, internet transmission, facsimile, voting instruction form, or other customary means of communication conveying a decision to opt out of the releases from each Beneficial Holder of Class 8 – Equity Interests;
- b. that the undersigned is a Nominee (or agent of the Nominee) of the Class 8 – Equity Interests; and
- c. that the undersigned has properly disclosed for each Beneficial Holder who submitted a Beneficial Holder Opt-Out Form or opt-out decision via other customary means: (A) the respective number of the Class 8 – Equity Interests owned by each Beneficial Holder and (B) the customer account or other identification number for each such Beneficial Holder.

Institution: _____ <div style="text-align: right;">(Print or Type)</div> DTC Participant Number: _____ Signature: _____ Name of Signatory: _____ Title: _____ Address: _____ _____ _____ Date Completed: _____	
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If your address or contact information has changed, please note the new information here.

PLEASE COMPLETE, SIGN AND DATE THIS MASTER OPT-OUT FORM AND RETURN IT PROMPTLY VIA FIRST CLASS MAIL, OVERNIGHT COURIER, EMAIL OR HAND DELIVERY TO:

Starry Group Holdings, Inc. Ballot Processing
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Email: StarryInfo@kccllc.com

If you have any questions on the procedures for voting on the Plan, please call the Notice and Claims Agent at: (917) 281-4800 (international) or (877) 499-4509 (domestic, toll free).

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM ON OR BEFORE 5:00 P.M. PREVAILING EASTERN TIME ON MAY [*], 2023, THE ELECTIONS TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

MASTER OPT-OUT FORMS OR BENEFICIAL HOLDER OPT-OUT FORMS SENT BY FACSIMILE OR TELECOPY WILL NOT BE ACCEPTED. MASTER OPT-OUT FORMS MAY BE SUBMITTED BY EMAIL TO:
StarryInfo@kccllc.com

Class 8 – Equity Interests

1. Capitalized terms used in the Master Opt-Out Form or in these instructions (the “**Master Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or Disclosure Statement, as applicable.
2. **Distribution of the Beneficial Holder Opt-Out Forms:**
 - You should immediately distribute the Beneficial Holder Opt-Out Forms accompanied by pre-addressed, postage-paid return envelopes to all Beneficial Holders of Class 8 – Equity Interests as of the Voting Record Date and take any action required to enable each such Beneficial Holder to make a timely opt-out election. You must include a pre-addressed, postage-paid return envelope or must certify that your Beneficial Holder clients that did not receive return envelopes were provided with electronic or other means (consented to by such Beneficial Holder clients) of returning their Beneficial Holder Opt-Out Forms in a timely manner.
 - Any election delivered to you by a Beneficial Holder shall not be effective until you complete, sign, and return this Master Opt-Out Form to the Notice and Claims Agent, so that it is actually received by the Opt-Out Deadline.
3. You should solicit elections from your Beneficial Holder clients via the (a) delivery of duly completed Beneficial Holder Opt-Out Forms or (b) conveyance of their decision to opt out of the releases via e-mail, telephone, internet application, facsimile, voting instruction form, or other customary and approved means of conveying such information.
4. With regard to any Beneficial Holder Opt-Out Forms returned to you by a Beneficial Holder, you must: (a) compile and validate the elections and other relevant information of each such Beneficial Holder on the Master Opt-Out Form using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Opt-Out Form; and (c) transmit the Master Opt-Out form to the Notice and Claims Agent.
5. **Return of Master Opt-Out Form:** The Master Opt-Out Form must be returned to the Notice and Claims Agent so as to be **actually received** by the Notice and Claims Agent on or before the Opt-Out Deadline, which is 5:00 p.m. prevailing Eastern Time on May [*], 2023.
6. If a Master Opt-Out Form is received by the Notice and Claims Agent after the Opt-Out Deadline, it will not be effective unless the Debtors have granted an extension of the Opt-Out Deadline in writing with respect to such Master Opt-Out Form. Additionally, the following Opt-Out Forms will **NOT** be counted:
 - ANY MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE BENEFICIAL HOLDER(S) OF THE EQUITY INTEREST;

- ANY MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT-OUT OF THE THIRD-PARTY RELEASE;
 - ANY MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS' AGENTS/REPRESENTATIVES (OTHER THAN THE NOTICE AND CLAIMS AGENT), OR THE DEBTORS' FINANCIAL OR LEGAL ADVISORS;
 - ANY UNSIGNED MASTER OPT-OUT FORM; OR
 - ANY MASTER OPT-OUT FORM NOT COMPLETED IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.
7. The method of delivery of Master Opt-Out Forms to the Notice and Claims Agent is at the election and risk of the Nominee. Except as otherwise provided herein, such delivery will be deemed made to the Notice and Claims Agent only when the Notice and Claims Agent **actually receives** the originally executed Master Opt-Out Form. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Nominees use an overnight or hand delivery service. In all cases, Nominees should allow sufficient time to assure timely delivery.
 8. Multiple Master Opt-Out Forms may be completed and delivered to the Notice and Claims Agent. Elections reflected by multiple Master Opt-Out Forms will be deemed valid. If two or more Master Opt-Out Forms are submitted, please mark the subsequent Master Opt-Out Form(s) with the words "**Additional Election**" or such other language as you customarily use to indicate an additional election that is not meant to revoke an earlier election.
 9. The Master Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to transmit elections to opt out of the Third-Party Release. Holders of Class 8 – Equity Interests should not surrender certificates (if any) representing their Class 8 – Equity Interests at this time, and neither the Debtors nor the Notice and Claims Agent will accept delivery of any such certificates transmitted together with a Master Opt-Out Form.
 10. This Master Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of interest or (b) an assertion or admission of an Equity Interest.
 11. Please be sure to sign and date your Master Opt-Out Form. If you are signing a Master Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Notice and Claims Agent, the Debtors, or the Bankruptcy Court, you must submit proper evidence to the requesting party of your authority to so act on behalf of such party. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Master Opt-Out Form.

12. No fees or commissions or other remuneration will be payable to any broker, bank, dealer or other person in connection with this solicitation. Upon written request, however, the Debtor will reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Holder Opt-Out Forms to your client(s).

PLEASE RETURN YOUR MASTER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER OPT-OUT FORM OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT:

(781) 575-2040 (international) or (866) 480-0830 (domestic, toll free)

Or via email: StarryInfo@kccllc.com

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER OPT-OUT FORM FROM YOU BEFORE THE OPT-OUT DEADLINE, WHICH IS 5:00 P.M. PREVAILING EASTERN TIME ON MAY [*], 2023 THEN THE ELECTION(S) TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE NOTICE OF NON-VOTING STATUS MAILED HERewith.

THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article IX of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE.

IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing provided, that, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“Releasing Party” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS

B. *Release by the Debtors*

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the **“Debtor Release”**) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i)

the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors,

assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. Injunction

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from

and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

EXHIBIT 3C

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

----- X
In re: : Chapter 11
: :
STARRY GROUP HOLDINGS, INC., *et al.*,¹ : Case No. 23-____ (____)
: :
Debtors. : (Joint Administration Requested)
: :
----- X

**BENEFICIAL HOLDER OPT-OUT FORM FOR
CLASS 8 – EQUITY INTERESTS**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
THIS BENEFICIAL HOLDER OPT-OUT FORM CAREFULLY BEFORE COMPLETING
THIS BENEFICIAL HOLDER OPT-OUT FORM.

**UNLESS YOU CHECK THE BOX ON THIS BENEFICIAL HOLDER OPT-OUT FORM
BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER
RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.**

**THIS BENEFICIAL HOLDER OPT-OUT FORM MUST BE COMPLETED,
EXECUTED AND RETURNED TO YOUR NOMINEE IN SUFFICIENT TIME TO
ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER
OPT-OUT FORM AND RETURN TO KURTZMAN CARSON CONSULTANTS LLC
(THE “NOTICE AND CLAIMS AGENT”) SO THAT IS ACTUALLY RECEIVED ON
OR BEFORE 5:00 P.M. PREVAILING EASTERN TIME ON MAY [*], 2023 (THE
“OPT-OUT DEADLINE”).**

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.

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”) as set forth in the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).²

As set forth in the Notice of Non-Voting Status accompanying this opt-out form (the “**Beneficial Holder Opt-Out Form**”), you are receiving this Beneficial Holder Opt-Out Form because you are a Beneficial Holder of Equity Interests in Class 8 (Equity Interests) as of the Voting Record Date. Pursuant to the terms of the Plan, Holders of Equity Interests in Class 8 are not entitled to receive or retain any recovery under the Plan and, therefore, pursuant to section 1126(g) of the Bankruptcy Code, you are deemed to reject the Plan. Accordingly, this Beneficial Holder Opt-Out Form is being provided to Beneficial Holders of Equity Interests in Class 8 solely for the purpose of allowing such Beneficial Holders to affirmatively opt out of the Third-Party Release (defined herein) set forth in the Plan, if they so choose. Even though you are deemed to reject the Plan, you will nevertheless be deemed to consent to and to grant the Third-Party Release set forth in Article IX.C of the Plan unless you clearly indicate your decision to opt out of the Third-Party Release by checking the box in Item 1 of this Beneficial Holder Opt-Out Form.

This Beneficial Holder Opt-Out Form may not be used for any purpose other than opting out of the Third-Party Release contained in the Plan. If you believe you have received this Beneficial Holder Opt-Out Form in error, or if you believe that you have received the wrong opt-out form, please contact the Notice and Claims Agent immediately at the address, email address, or telephone number set forth below.

Before completing this Beneficial Holder Opt-Out Form, please read and follow the enclosed “Instructions for Completing this Beneficial Holder Opt-Out Form” carefully to ensure that you complete, execute, and return this Beneficial Holder Opt-Out Form properly.

Item 1. Optional Third-Party Release Election.

Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article IX.C of the Plan.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES:

² Capitalized terms used but otherwise not defined herein have meanings ascribed to such terms in the Disclosure Statement or the Plan, as applicable.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BENEFICIAL HOLDER OPT-OUT FORM. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

IF YOU SUBMIT THIS BENEFICIAL HOLDER OPT-OUT FORM OR YOUR NOMINEE SUBMITS THE MASTER OPT-OUT FORM ON YOUR BEHALF WITHOUT THIS BOX CHECKED, THEN YOU WILL BE DEEMED TO CONSENT TO AND TO GRANT THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE IX.C OF THE PLAN. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD-PARTY RELEASE.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

☐ OPT OUT ELECTION: The undersigned elects to opt out of the Third-Party Release contained in Article IX.C of the Plan.

Item 2. Certifications.

By signing this Beneficial Holder Opt-Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Beneficial Holder of Class 8 – Equity Interests, or (ii) the undersigned is an authorized signatory for an Entity or Person that is Beneficial Holder of Class 8 – Equity Interests;
- b. that the undersigned (or in the case of an authorized signatory, the Beneficial Holder) has received a copy of the Notice of Non-Voting Status, including instructions to access the Disclosure Statement, and that this Beneficial Holder Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- c. that the undersigned has made the same election with respect to all Class 8 – Equity Interests; and
- d. that no other opt-out form with respect to the Beneficial Holder’s Class 8 – Equity Interests have been cast or, if any other opt-out form have been cast with respect to such Equity Interests in the Debtors, such opt-out forms are hereby revoked.

By signing this Beneficial Holder Opt-Out Form, the undersigned authorizes and instructs its Nominee (a) to furnish the election information in a Master Opt-Out Form to be transmitted to the

Notice and Claims Agent and (b) to retain this Beneficial Holder Opt-Out Form and related information in its records for at least one year after the Effective Date of the Plan.

Institution: _____	
	(Print or Type)
Social Security or Federal Tax Identification	
Number: _____	
Signature: _____	
Name of	
Signatory: _____	
	(If other than Beneficial Holder)
Title: _____	
Address: _____	

Date	
Completed: _____	

YOUR RECEIPT OF THIS BENEFICIAL HOLDER OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR EQUITY INTEREST HAS BEEN OR WILL BE ALLOWED.

If your address or contact information has changed, please note the new information here.

PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER OPT-OUT FORM AND RETURN IT TO YOUR NOMINEE IN SUFFICIENT TIME TO ALLOW YOUR NOMINEE TO PROCESS YOUR INSTRUCTIONS ON A MASTER OPT-OUT FORM AND RETURN TO THE NOTICE AND CLAIMS AGENT SO THAT IT IS ACTUALLY RECEIVED ON OR PRIOR TO THE OPT-OUT DEADLINE.

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM ON OR BEFORE 5:00 P.M. PREVAILING EASTERN TIME ON MAY [*], 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

BENEFICIAL HOLDER OPT-OUT FORMS SENT DIRECTLY TO THE NOTICE AND CLAIMS AGENT BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.

Class 8 – Equity Interests

INSTRUCTIONS FOR COMPLETING THIS FORM

1. Capitalized terms used in the Beneficial Holder Opt-Out Form or in these instructions (the “**Beneficial Holder Opt-Out Form Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan or Disclosure Statement, as applicable.
2. To ensure that your election is counted, you must complete the Beneficial Holder Opt-Out Form and take the following steps: (a) clearly indicate your decision to “opt out” of the Third-Party Release set forth in the Plan in Item 1 above; (b) make sure that the information required by Item 2 above has been correctly inserted; and (c) sign, date and return an original of your Beneficial Holder Opt-Out Form to your Nominee in accordance with paragraph 3 directly below.
3. **Return of Beneficial Holder Opt-Out Form:** Your Beneficial Holder Opt-Out Form MUST be returned to your Nominee in sufficient time to allow your Nominee to process your instructions on a Master Opt-Out Form and return to the Notice and Claims Agent so as to be **actually received** by the Notice and Claims Agent on or before the Opt-Out Deadline, which is 5:00 p.m. prevailing Eastern Time on May [*], 2023.
4. If a Master Opt-Out Form is received by the Notice and Claims Agent after the Opt-Out Deadline, it will not be effective, unless the Debtors have granted an extension of the Opt-Out Deadline in writing with respect to such Master Opt-Out Form. Additionally, the following Opt-Out Forms will NOT be counted:
 - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM THAT IS ILLEGIBLE OR CONTAINS INSUFFICIENT INFORMATION TO PERMIT THE IDENTIFICATION OF THE BENEFICIAL HOLDER OF THE EQUITY INTEREST;
 - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM CAST BY OR ON BEHALF OF AN ENTITY THAT IS NOT ENTITLED TO OPT OUT OF THE THIRD-PARTY RELEASE;
 - ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM SENT TO THE DEBTORS, THE DEBTORS’ AGENTS/REPRESENTATIVES (OTHER THAN THE NOTICE AND CLAIMS AGENT), OR THE DEBTORS’ FINANCIAL OR LEGAL ADVISORS;
 - ANY BENEFICIAL HOLDER OPT-OUT FORM TRANSMITTED BY FACSIMILE, TELECOPY OR ELECTRONIC MAIL (UNLESS THE AFOREMENTIONED IS PRE-AUTHORIZED BY THE NOMINEE);
 - ANY UNSIGNED BENEFICIAL HOLDER OR MASTER OPT-OUT FORM; OR

➤ ANY BENEFICIAL HOLDER OR MASTER OPT-OUT FORM NOT CAST IN ACCORDANCE WITH THE PROCEDURES APPROVED IN THE DISCLOSURE STATEMENT ORDER.

5. The method of delivery of Beneficial Opt-Out Forms to your Nominee is at the election and risk of each Beneficial Holder of an Equity Interest. Except as otherwise provided herein, such delivery will be deemed made to the Notice and Claims Agent only when the Notice and Claims Agent **actually receives** a Master Opt-Out Form from your Nominee. Instead of effecting delivery by first-class mail, it is recommended, though not required, that your Nominee use an overnight or hand delivery service. In all cases, Beneficial Holders, or their Nominees, should allow sufficient time to assure timely delivery.
6. If multiple Beneficial Holder Opt Out Forms are received from the same Beneficial Holder of a Class 8 Equity Interest with respect to the same Class 8 Equity Interest prior to the Opt-Out Deadline, the last Beneficial Holder Opt-Out Form timely received will supersede and revoke any earlier received Beneficial Holder Opt Out Forms.
7. The Beneficial Holder Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than to opt out of the Third-Party Release. Accordingly, at this time, Beneficial Holders of Equity Interests should not surrender certificates or instruments representing or evidencing their Equity Interests, and neither the Debtors nor the Notice and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Opt-Out Form.
8. This Beneficial Holder Opt-Out Form does not constitute, and shall not be deemed to be, (a) a proof of interest or (b) an assertion or admission of an Equity Interest.
9. Please be sure to sign and date your Beneficial Holder Opt-Out Form. If you are signing a Beneficial Holder Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Notice and Claims Agent, the Debtors, or the Bankruptcy Court, you must submit proper evidence to the requesting party of your authority to so act on behalf of such Beneficial Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Opt-Out Form.

PLEASE RETURN YOUR BENEFICIAL HOLDER OPT-OUT FORM PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER OPT-OUT FORM OR THE INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT:

(781) 575-2040 (international) or (866) 480-0830 (domestic, toll free)

Or via email: StarryInfo@kccllc.com

IF THE NOTICE AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER OPT-OUT FORM FROM YOUR NOMINEE BEFORE THE OPT-OUT DEADLINE, WHICH IS 5:00 P.M. PREVAILING EASTERN TIME ON MAY [*], 2023, THEN YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE DOCUMENTS MAILED HEREWITH.

THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article IX of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE.

IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants,

representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing provided, that, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“Releasing Party” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS

B. *Release by the Debtors*

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the **“Debtor Release”**) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support

Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and

properties (the “**Third-Party Release**”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation

of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

EXHIBIT 4

**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 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

**NOTICE TO CONTRACT AND LEASE COUNTERPARTIES OF (A) PROPOSED
CONFIRMATION OF CHAPTER 11 PLAN, (B) NON-VOTING STATUS, AND (C)
CONTINGENT OPT-OUT ELECTION**

PLEASE TAKE NOTICE THAT you are receiving this notice because you or one of your affiliates is a counterparty to an executory contract or unexpired lease with one or more of the Debtors.

PLEASE TAKE NOTICE THAT on [●], 2023, Starry Group Holdings, Inc. and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), filed solicitation versions of their (i) *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”) and (ii) *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).²

PLEASE TAKE FURTHER NOTICE THAT on [●], 2023, after a hearing (the “**Disclosure Statement Hearing**”) to consider whether the Disclosure Statement contains adequate information and whether to approve the solicitation procedures contemplated by the Disclosure Statement (the “**Solicitation Procedures**”), the Court entered an order approving the disclosure provided in the Disclosure Statement and approving the Solicitation Procedures (the “**Disclosure Statement Order**”) [Docket No. [●]].

PLEASE TAKE FURTHER NOTICE THAT a hearing (the “**Confirmation Hearing**”) to consider confirmation of the Plan will be held before The Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, **on May [●], 2023 at [●]:[●] [●].m. (prevailing Eastern time).** The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Bankruptcy

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.

² Capitalized terms used but otherwise not defined herein have meanings ascribed to such terms in the Disclosure Statement or the Plan, as applicable.

Court. The Plan may be amended, supplemented, or modified from time to time, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

PLEASE TAKE FURTHER NOTICE THAT this notice pertains to certain rights you may have or wish to assert in connection with the proposed Confirmation of the Plan. This process is related to, but distinct from, the potential assumption or assumption and assignment of your Executory Contract or Unexpired Lease with the Debtors, about which you previously received a notice from the Debtors pursuant to the Bankruptcy Court's *Order (I) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Establishing Assumption Procedures, and (III) Granting Related Relief* [Docket No. [●]]. You should review this notice, notwithstanding your receipt and review of that prior notice or any action you may have taken in response to that prior notice.

ENTITLEMENT TO VOTE ON THE PLAN

PLEASE TAKE NOTICE THAT, strictly in your capacity as a counterparty to an Executory Contract or Unexpired Lease with one or more of the Debtors, you are **not** entitled to vote to accept or reject the Plan. To the extent your Executory Contract or Unexpired Lease is ultimately rejected by the Debtors, Allowed Claims, if any, arising in respect of such rejection will be placed in "Class 4 – General Unsecured Claims," which Class is Impaired under the Plan and is entitled to vote on the Plan. However, unless you timely file a Proof of Claim on account of any rejection damages Claim, you will not receive a Solicitation Package and will not be entitled to vote on the Plan.

Your rights are described more fully in the Disclosure Statement and Plan. If you would like to review the Plan and Disclosure Statement, you may contact Kurtzman Carson Consultants LLC ("**KCC**"), the Notice and Claims Agent retained by the Debtors in these Chapter 11 Cases, by: (1) visiting the Debtors' restructuring website at: <http://www.kccllc.net/Starry>; (2) sending an email to StarryInfo@kccllc.com; and/or (3) calling the Debtors' restructuring hotline at (866) 480-0830 (or (781) 575-2040 for international calls). You may also obtain these documents and any other pleadings filed in the Debtors' Chapter 11 Cases (for a fee) via PACER at <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/Starry>.

PLEASE TAKE FURTHER NOTICE THAT you may conditionally opt out of the Third-Party Release, although your election to opt out of the Third-Party Release will not be effective unless your Executory Contract or Unexpired Lease has been rejected. Attached hereto is the Conditional Opt-Out Form (as defined below), and instructions relating to the same. If you subsequently file a timely Proof of Claim, please use only the opt-out release associated with your Ballot, which will govern whether you have validly opted out of the Third-Party Release in the event of any conflict.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY, INCLUDING THE THIRD-PARTY RELEASE IN ARTICLE IX.C. PURSUANT TO THE TERMS OF THE PLAN, IN ORDER TO CONDITIONALLY OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASE ON A CONTINGENT BASIS BY COMPLETING THE FORM ATTACHED AS EXHIBIT A HERETO (THE "CONDITIONAL OPT-OUT FORM") AND SUBMITTING THE CONDITIONAL OPT-OUT FORM SO AS TO BE ACTUALLY RECEIVED BY KCC AT OR BEFORE MAY [●], 2023.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE.

IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

PLEASE TAKE NOTICE THAT the Plan proposes to modify the rights of certain creditors of the Debtors. The classification of Claims and Interests under the Plan is described generally below.

SUMMARY OF STATUS AND VOTING RIGHTS

Class	Claim/Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Prepetition Term Loan Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Unimpaired or Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
6	Subordinated Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Intercompany Interests	Unimpaired or Impaired	Not Entitled to Vote (Presumed to Accept or Deemed to Reject)
8	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

OBJECTIONS TO CONFIRMATION OF THE PLAN

PLEASE TAKE NOTICE THAT, notwithstanding the fact that you are not entitled to vote to accept or reject the Plan, you nevertheless may be a party in interest in these Chapter 11 Cases and you, therefore, may be entitled to participate in these Chapter 11 Cases, including by filing objections to Confirmation of the Plan. Objections, if any, shall (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, (c) set forth the name of the objector and the nature and amount of any Claim or Interest asserted by the objector against or in the Debtors, (d) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so as to be **actually received** by each of the following parties (the “**Notice Parties**”) on or before **May [●], 2023 at 5:00 p.m. (prevailing Eastern time)** (the “**Objection Deadline**”):

- a. Counsel to the Debtors: (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)) and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)) and (ii) Young Conaway Stargatt

& Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com));

- b. The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov);
- c. Counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent: (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street, 43rd Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)) and (2) 321 North Clark Street, 32nd Floor, Chicago, Illinois 60654 (Attn: Justin Bernbrock (JBernbrock@sheppardmullin.com), Bryan V. Uelk (BUelk@sheppardmullin.com), and Catherine Jun (CJun@sheppardmullin.com)), and (ii) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801 (Attn: L. Katherine Good (kgood@potteranderson.com)); and
- d. Counsel to any statutory committee appointed in the Chapter 11 Cases.

[Remainder of page left intentionally blank]

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article IX of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing *provided, that*, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“Releasing Party” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS

B. *Release by the Debtors*

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages,

actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote,

consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold

Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

<p>THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE NOTICE AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE.</p>
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Dated: _____, 2023 **YOUNG CONAWAY STARGATT & TAYLOR, LLP**
Wilmington, Delaware

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-and-

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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT 4A

OPTIONAL: CONDITIONAL OPT-OUT FORM

What is this form? This optional form gives you the opportunity to opt out of granting the Third-Party Release described below. This opt out is conditional and will only be effective if the Debtors decide to reject your Executory Contract or Unexpired Lease and you have a Claim against the Debtors.

Who should fill out this form? You should only consider filling out this form if you have, or may in the future have, a Claim against, or Interest in, the Debtors. If you are unsure whether you do or will hold such a Claim or Interest, you should consult your own attorney.

What is the Third-Party Release? If you have a Claim against, or Interest in, the Debtors, you are by default deemed to grant the Third-Party Release. That means you will release, that is, waive or give up, certain legal claims you might have against the parties identified as the “Released Parties” on this form. If you are unsure whether you have any such claims against the Released Parties, you should consult your own attorney.

How do I opt out of the Third-Party Release? Complete this form and return it as instructed below. If you are unsure how to complete the form, you should consult your own attorney.

Will this affect my treatment under the Plan? Yes. If you choose to opt out of the Third-Party Release and your Executory Contract or Unexpired Lease is rejected, you will receive no distribution on account of any General Unsecured Claim you may have in the event of a Restructuring (as defined in the Plan). If you are unsure what distribution, if any, you are entitled to under the Plan in the absence of opting out, you should consult your own attorney.

What am I being asked to do? You have the option of opting out of granting the Third-Party Release. If you do not wish to opt out, you do not need to do anything, and you will be deemed to grant the Third-Party Release. If you are uncertain as to whether you should opt out, you should consult your own attorney.

When is the deadline to submit this form? If you wish to opt out, this form must be actually received by the Notice and Claims Agent by May [*], 2023, at 5:00 p.m. Eastern Time, as set forth on the following page.

You should read the rest of this form thoroughly. This summary is qualified in all respects by the information set forth below. If you have any questions regarding what this form does, you should consult your own attorney.

You are receiving this opt out election form (the “**Conditional Opt-Out Form**”) because you are or may be a counterparty to an Executory Contract or Unexpired Lease and may in the future become a Holder of a General Unsecured Claim under the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Plan**”)¹.

As of the Effective Date of the Plan, certain release, injunction, exculpation and discharge provisions set forth in Article IX of the Plan will become effective. These provisions are set forth below. You may choose to opt out of granting the Third-Party Release set forth in Article IX.C of the Plan by following the instructions set forth in this Conditional Opt-Out Form.

If you believe you are or may become a Holder of a Claim with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article IX.C of the Plan, please complete, sign, and date this Conditional Opt-Out Form and return it promptly via first class mail (in the enclosed reply envelope provided), overnight courier, or hand delivery to Kurtzman Carson Consultants LLC (“**KCC**” or the “**Notice and Claims Agent**”) at the address set forth below, or via the Notice and Claims Agent’s E-Ballot Portal:

Starry Group Holdings Ballot Processing c/o KCC LLC,

222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245.

THIS CONDITIONAL OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE NOTICE AND CLAIMS AGENT BY MAY [*, 2023, AT 5:00 P.M. (PREVAILING EASTERN TIME) (THE “CONDITIONAL OPT-OUT RELEASE DEADLINE”). IF THE CONDITIONAL OPT-OUT FORM IS RECEIVED AFTER THE CONDITIONAL OPT-OUT RELEASE DEADLINE, IT WILL NOT BE COUNTED OR EFFECTIVE.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. The Plan is attached as Exhibit A to, and described in greater detail in, the *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).

PLEASE COMPLETE THE FOLLOWING:

Item 1. Conditional Opt Out Release Election.

UNLESS YOU ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE IX.C OF THE PLAN, YOU WILL BE DEEMED A “NON-DEBTOR RELEASING PARTY” UNDER THE PLAN AND TO PROVIDE THE RELEASE CONTAINED IN ARTICLE IX.C OF THE PLAN SET FORTH BELOW

To the extent the undersigned holds an Allowed General Unsecured Claim as of the Effective Date of the Plan, the undersigned:

☐ Elects to opt out of granting the Third-Party Release contained in Article IX.C of the Plan.

Please be advised that by checking the box above you elect NOT to grant the Third-Party Release against the “Released Parties” as that term is defined in the Plan, and set forth at the end of this notice, in each and every capacity in which you hold a Claim against, or Interest in, any of the Debtors. You must affirmatively check the box above in order to opt out of the Third-Party Release.

Please also be advised that the Debtor Release contained in Article IX.B of the Plan is separate from and independent of the Third-Party Release. If you object to the Debtor Release, you must file a separate objection with the Bankruptcy Court in accordance with the procedures described in the Disclosure Statement Order. Please note that if you opt out, you are ineligible to be a Released Party.

Item 2. Certifications.

By signing this Conditional Opt-Out Form, the undersigned certifies that:

- (a) the undersigned is either (i) a non-Debtor counterparty to an Executory Contract or Unexpired Lease that has not been rejected as of the date of signing of the Conditional Opt-Out Form or (ii) an authorized signatory for an Entity that is a non-Debtor counterparty to an Executory Contract or Unexpired Lease that has not been rejected as of the date of execution of this Conditional Opt-Out Form;
- (b) the undersigned has received a Contract/Lease Notice and the Conditional Opt-Out Form and that the Conditional Opt-Out Form is submitted pursuant to the terms and conditions set forth therein;
- (c) the undersigned had the ability to review the Plan and Disclosure Statement;
- (d) the undersigned has submitted the same election with respect to all potential General Unsecured Claims which may arise upon rejection of the Executory Contract(s) and/or Unexpired Lease(s) to which the undersigned is a non-Debtor counterparty; and

- (e) no other Conditional Opt-Out Form with respect to the undersigned's potential General Unsecured Claim has been submitted or, if any other Conditional Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Conditional Opt-Out Forms are hereby revoked.

YOUR RECEIPT OF THE CONDITIONAL OPT-OUT FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title of Signatory:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO OPT OUT OF GRANTING THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE IX.C OF THE PLAN, PLEASE COMPLETE, SIGN, AND DATE THIS CONDITIONAL OPT-OUT FORM AND RETURN IT TO THE NOTICE AND CLAIMS AGENT (I) VIA KCC'S E-BALLOT PORTAL OR (II) BY MAIL, OVERNIGHT OR HAND DELIVERY TO:

**STARRY GROUP HOLDINGS BALLOT PROCESSING
C/O KCC LLC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245**

THE CONDITIONAL OPT-OUT RELEASE DEADLINE IS MAY [*], 2023 AT 5:00 P.M. (PREVAILING EASTERN TIME).

If Submitting Your Conditional Opt-Out Form through the E-Balloting Portal

KCC will accept Conditional Opt-Out Forms if properly completed through the E-Balloting Portal. To submit your Conditional Opt-Out Form via the E-Balloting Portal, visit <http://www.kccllc.net/Starry>, click on the "Submit E-Ballot" section of the website, and follow the instructions to submit your Conditional Opt-Out Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Conditional Opt-Out Form:

Unique ID#:_____

Unique PIN:_____

KCC's E-Balloting Portal is the sole manner in which the Conditional Opt-Out Form will be accepted via electronic or online transmission. Conditional Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

Counterparties to Executory Contracts or Unexpired Leases who submit a Conditional Opt-Out Form using the E-Balloting Portal should NOT also submit a paper Conditional Opt-Out Form.

If your Conditional Opt-Out Form is not received by KCC on or before the Conditional Opt-Out Release Deadline, and such Conditional Opt-Out Release Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Item 2. Important information regarding the Third-Party Release.

Pursuant to Article IX of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION**A. *Defined Terms***

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing *provided, that*, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“Releasing Party” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS**B. *Release by the Debtors***

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the **“Debtor Release”**) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown,

foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to

have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in

connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

EXHIBIT 5

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

-----X
:
In re: : Chapter 11
:
STARRY GROUP HOLDINGS, INC., *et al.*,¹ : Case No. 23-10219 (KBO)
:
Debtors. : (Jointly Administered)
:
-----X

**NOTICE OF (A) APPROVAL OF DISCLOSURE STATEMENT, (B) PLAN CONFIRMATION
HEARING AND (C) DEADLINE TO VOTE ON AND OBJECT TO CONFIRMATION OF PLAN**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOUR RIGHTS
MAY BE AFFECTED BY THE PLAN. THEREFORE, YOU SHOULD READ
THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU
DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**TO: ALL HOLDERS OF CLAIMS AGAINST STARRY GROUP HOLDINGS, INC. AND ITS
AFFILIATE DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES
IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES**

PLEASE TAKE NOTICE THAT on [●], 2023, Starry Group Holdings, Inc. and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), filed the solicitation version of their (i) their *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”), (ii) *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).² On [●], 2023, the Bankruptcy Court entered an order [Docket No. [●]] (the “**Disclosure Statement Order**”) that, among other things, approved the Disclosure Statement, established (i) [●], 2023, at 5:00 p.m. (prevailing Eastern time) as the deadline for objecting to confirmation of the Plan (the “**Confirmation Objection Deadline**”), (ii) May [●], 2023, at 5:00 p.m. (prevailing Eastern time) as the deadline for voting to accept or reject the Plan (the “**Voting Deadline**”), and (iii) May [●], 2023, at [●]:[●]:[●].m. (prevailing Eastern time) as the date and time of the hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”).

PLEASE TAKE FURTHER NOTICE THAT, if you wish to review the Plan, you may receive a copy of the Plan free of charge from Kurtzman Carson Consultants LLC (“**KCC**”), the voting and claims

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.

² Capitalized terms used but otherwise not defined herein have meanings ascribed to such terms in the Disclosure Statement or the Plan, as applicable.

agent retained by the Debtors in these Chapter 11 Cases, by (i) calling the Debtors' restructuring hotline at (866) 480-0830 (or (781) 575-2040 for international calls); (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/Starry>; and/or (iii) sending an email to StarryInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/Starry>. Please be advised that KCC is authorized to answer questions and provide additional copies of solicitation materials but may **not** advise you as to whether you should object to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Interests if, after approval of the Disclosure Statement and the solicitation of votes to accept or reject the Plan, it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Interests whether or not a particular Holder was entitled to vote, voted, or affirmatively voted to reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Confirmation Hearing to consider confirmation of the Plan will commence at [●]:[●]:[●].m. (**prevailing Eastern time**) on **May [●], 2023**, before the Honorable Judge [●], United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom [●], Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to section 1127 of the Bankruptcy Code, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

PLEASE BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

Confirmation Objection Deadline. The deadline for filing objections to the Plan is **May [●], 2023 at 5:00 p.m. (prevailing Eastern time).**

Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim against or Interest in the Debtors; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and

served so that it is **actually received** no later than the Confirmation Objection Deadline by the parties listed below. CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

- a. Counsel to the Debtors: (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)) and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)) and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com));
- b. The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov);
- c. Counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent: (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street, 43rd Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)) and (2) 321 North Clark Street, 32nd Floor, Chicago, Illinois 60654 (Attn: Justin Bernbrock (JBernbrock@sheppardmullin.com), Bryan V. Uelk (BUelk@sheppardmullin.com), and Catherine Jun (CJun@sheppardmullin.com)), and (ii) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801 (Attn: L. Katherine Good (kgood@potteranderson.com)); and;
- d. Counsel to any statutory committee appointed in the Chapter 11 Cases.

ADDITIONAL INFORMATION

THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

RELEASES, DISCHARGES, INJUNCTIONS AND EXCULPATIONS

Pursuant to Article IX of the Plan, the Debtors seek approval of the following release, injunction, and exculpation provisions.

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

“Exculpated Party” means (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b) and (c), solely to the extent they are estate fiduciaries, each such Entity’s current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including *ex officio* members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants,

representatives, and other professionals, each in their capacity as such on or after the Petition Date and prior to or on the Effective Date.

“Non-Debtor Releasing Parties” means (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not “opt out” of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not “opt out” of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not “opt out” of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).

“Released Party” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agent and the Prepetition Agent; (d) the DIP Lenders and the Prepetition Lenders; (e) any Successful Bidder, if any; and (f) the respective Related Persons for each of the foregoing *provided, that*, any party identified in clauses (a) through (e) hereof shall not be a Released Party unless such party is also a Releasing Party.

“Releasing Party” means, collectively, Debtor Releasing Parties and Non-Debtor Releasing Parties, including each Related Person of each Entity for which such Entity is legally entitled to bind such Related Person to the releases contained in the Plan under applicable law.

ARTICLE IX RELEASE, INJUNCTION AND RELATED PROVISIONS

B. *Release by the Debtors*

Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release, to the maximum extent permitted by law, to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Debtor Releasing Parties) and their respective assets and properties (the **“Debtor Release”**) from any and all claims, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the

Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually, collectively, or on behalf of any Holder of a Claim or Equity Interest) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article IX.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

C. *Third-Party Release*

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party, on behalf of itself and any affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, Representatives, consultants, agents, and any other Persons that might seek to claim under or through them, will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full release to each of the Released Parties (and each such Released Party so released shall be deemed forever released by the Non-Debtor Releasing Parties) and their respective assets and properties (the “Third-Party Release”) from any and all claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state statutory or common laws, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, based on or relating to, or in any manner arising from, in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement, the Restructuring Documents, or the Sale Process; (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan; (iii) the business or contractual

arrangements between any Debtor and any Released Parties; (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, any Sale Transaction Documentation, or any agreements, instruments or other documents related to any of the foregoing; (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases; (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors; and/or (vii) the Confirmation or consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third-Party Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of such Non-Debtor Releasing Party to enforce the Plan, any Sale Transaction Documentation and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or any Sale Transaction or assumed pursuant to the Plan or any Sale Transaction or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person, and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third-Party Release.

D. *Exculpation*

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with, or related to, the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and consummation of the Plan, making Distributions, the Disclosure Statement, the Sale Process, the Sale Order, or the solicitation of votes for, or Confirmation of, the Plan; the occurrence of the Effective Date; the administration of the Plan or the property to be distributed under the Plan; the issuance of securities under or in connection with the Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions or documentation in furtherance of any of the foregoing, including but not limited to the Restructuring Support Agreement; or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article IX.D shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments,

demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

E. *Injunction*

Except as otherwise provided in the Plan or the Confirmation Order (and, for the avoidance of doubt, subject to Article III.C), all entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (a) are subject to compromise and settlement pursuant to the terms of the Plan; (b) have been released pursuant to Article IX.B of the Plan; (c) have been released pursuant to Article IX.C of the Plan, (d) are subject to exculpation pursuant to Article IX.D of the Plan (but only to the extent of the exculpation provided in Article IX.D of the Plan), or (e) are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner, any action or other proceeding, including on account of any claims, interests, Causes of Action, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of, or in connection with or with respect to, any discharged, released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities.

Dated: _____, 2023 **YOUNG CONAWAY STARGATT & TAYLOR, LLP**
Wilmington, Delaware

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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT 6

**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> , ¹	:	Case No. 23-10219 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

**NOTICE OF (A) APPROVAL OF DISCLOSURE STATEMENT, (B) PLAN CONFIRMATION
HEARING AND (C) DEADLINE TO VOTE ON AND OBJECT TO CONFIRMATION OF PLAN**

PLEASE TAKE NOTICE THAT on [●], 2023, Starry Group Holdings, Inc. and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (together, the “**Debtors**”), filed the solicitation version of their (i) their *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Plan**”), (ii) *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. [●]] (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).² On [●], 2023, the Bankruptcy Court entered an order [Docket No. [●]] (the “**Disclosure Statement Order**”) that, among other things, approved the Disclosure Statement, established (i) **May [●], 2023, at 5:00 p.m. (prevailing Eastern time)** as the deadline for objecting to confirmation of the Plan (the “**Confirmation Objection Deadline**”), (ii) **May [●], 2023, at 5:00 p.m. (prevailing Eastern time)** as the deadline for voting to accept or reject the Plan (the “**Voting Deadline**”), and (iii) **May [●], 2023, at [●]:[●][●].m. (prevailing Eastern time)** as the date and time of the hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”). The Confirmation Hearing will take place before the Honorable Judge [●], United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), located at 824 Market Street, 6th Floor, Courtroom [●], Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Disclosure Statement Order, the Bankruptcy Court approved certain procedures for soliciting votes to accept or reject the Plan, which are attached to the Disclosure Statement Order as **Exhibit A**. Only Holders of Class 3 Prepetition Term Loan Claims and Class 4 General Unsecured Claims as of the Voting Record Date (i.e., [●], 2023) are entitled

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.

² Capitalized terms used but otherwise not defined herein have meanings ascribed to such terms in the Disclosure Statement or the Plan, as applicable.

to receive a ballot for casting a vote on the Plan (a “**Ballot**”). Holders of Claims and Interests in all other Classes under the Plan are either deemed to accept the Plan because they are Unimpaired by the Plan or deemed to reject the Plan because they are Impaired and are receiving no recovery under the Plan. For a vote to accept or reject the Plan to be counted, a Ballot must be completed and returned in accordance with the instructions provided on the Ballot and the Solicitation Procedures so that it is actually received by the Noticing and Claims Agent by the Voting Deadline.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. FOR THE SPECIFIC TERMS AND CONDITIONS OF ALL THE RELEASES, EXCULPATIONS, AND INJUNCTIONS PROVIDED FOR IN THE PLAN, PLEASE REFER TO THE SPECIFIC TERMS OF THE PLAN, WHICH CAN BE OBTAINED AS DESCRIBED BELOW. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

PLEASE BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

If you are entitled to vote on the Plan, are deemed to reject the Plan, or are a counterparty to an Executory Contract or Unexpired Lease, you may be entitled to opt out of the Third-Party Release and should refer to the Disclosure Statement for more information.

PLEASE TAKE FURTHER NOTICE THAT, if you wish to review the Plan, you may receive a copy of the Plan free of charge from Kurtzman Carson Consultants LLC (“**KCC**”), the voting and claims agent retained by the Debtors in these Chapter 11 Cases, by (i) calling the Debtors’ restructuring hotline at (866) 480-0830 (or (781) 575-2040 for international calls); (ii) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/Starry>; and/or (iii) sending an email to StarryInfo@kccllc.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/Starry>. Please be advised that KCC is authorized to answer questions and provide additional copies of solicitation materials but may **not** advise you as to whether you should object to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Interests if, after approval of the Disclosure Statement and the solicitation of votes to accept or reject the Plan, it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Interests whether or not a particular Holder was entitled to vote, voted, or affirmatively voted to reject the Plan.

PLEASE TAKE FURTHER NOTICE THAT any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim against or Interest in the Debtors; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the

Bankruptcy Court and served so that it is **actually received** no later than the Confirmation Objection Deadline by the parties listed below. CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

(i) Counsel to the Debtors: (a) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)) and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)) and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com)); (ii) the U.S. Trustee: 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman); (iii) counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent: (a) Sheppard, Mullin, Richter & Hampton LLP (Attn: Justin Bernbrock, Kyle J. Mathews, Bryan V. Uelk, and Catherine Jun), and (b) Potter Anderson & Corroon LLP (Attn: L. Katherine Good); and (iv) counsel to any statutory committee appointed in the Chapter 11 Cases.

OBJECTIONS NOT TIMELY FILED AND SERVED AS DESCRIBED ABOVE MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE DEEMED OVERRULED WITHOUT FURTHER NOTICE.

Dated: February __, 2023

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