UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: RADIOSHACK CORPORATION, *et. al.*,[1] *Debtors*.	Chapter 11 Case No. 15-10197 (BLS) (Jointly Administered)

MOTION OF THE AD HOC COMMITTEE OF U.S. DEALERS AND FRANCHISEES TO DELAY MARCH 16, 2015 PAYMENTS, ENFORCE PAYMENTS OF ADMINISTRATIVE EXPENSE CLAIMS AND REQUEST FOR RELATED RELIEF

The Ad Hoc Committee of U.S. Dealers and Franchisees (the "Ad Hoc Committee" [2]) of RadioShack Corporation ("RadioShack"), by and through undersigned counsel[3], requests this Court (this "Motion") to permit the DFs (defined below) to delay future payments to RadioShack, with the next payment date scheduled for March 16, 2015, provide for the payments of administrative expense claims and provide related relief. Unless and until RadioShack provides adequate protection and other assurances that it will satisfy the secured claims, recognize the recoupment rights and comply with its administrative expense obligations to the over 700 dealer and franchise store owners in the U.S. (the "DFs"), the Ad Hoc Committee on behalf of the DFs request this Court to allow the DFs to withhold all future payments to

[1] The Debtors are the following eighteen entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): RadioShack Corporation (7110); Atlantic Retail Ventures, Inc. (6816); Ignition L.P. (3231); ITC Services, Inc. (1930); Merchandising Support Services, Inc. (4887); RadioShack Customer Service LLC (8866); RadioShack Global Sourcing Corporation (0233); RadioShack Global Sourcing Limited Partnership (8723); RadioShack Global Sourcing, Inc. (3960); RS Ig Holdings Incorporated (8924); RSIgnite, LLC (0543); SCK, Inc. (9220); Tandy Finance Corporation (5470); Tandy Holdings, Inc. (1789); Tandy International Corporation (9940); TE Electronics LP (9965); Trade and Save LLC (3850); TRS Quality, Inc. (5417). The address of each of the Debtors is 300 RadioShack Circle, Fort Worth, Texas 76102.

[2] The Ad Hoc Committee is a committee of the following dealer/franchise store owners with various agreements and relationships with RadioShack Corporation and/or other affiliate debtors in this chapter 11 case: Ira Brezinsky (Chairman), Andy Cohen, Larry Cohen, Jason Freilinger, Paul Kruschel, Brandon Lucas, Craig Peck, Raleigh Peck, Jeff Pederson, and Linda Sibley.

[3] Undersigned counsel is in the process of locating and associating with Delaware counsel pursuant to Local Rule 9010-1(c). In the interim, undersigned counsel submits its pleadings to the Court pursuant to Local Rule 9010-1(d).

RadioShack. The Ad Hoc Committee further seeks assurances that RadioShack will pay all administrative expenses of the DFs and grant related relief. If the DFs make payments to RadioShack on or about March 16, without some protections in place for the DFs, their rights will be irrevocably lost. To the extent the relief requested herein implicates section 362 of the Bankruptcy Code, limited relief from the stay is warranted until such time as the DFs and RadioShack are able to resolve the claims and interests owing the DFs. In support of this Motion, the Ad Hoc Committee states as follows:

PRELIMINARY STATEMENT

As of this date it is unclear whether the various agreements between RadioShack and the DFs will be assumed or rejected. However, each of the members of the Ad Hoc Committee and likely all of the DFs hold secured setoff claims and recoupment rights and seek protection from this Court against losing such claims and rights if the DFs are required to make future payments to RadioShack, with the next scheduled payment due on March 16, 2015. The DFs secured claims for setoff[4] and/or recoupment defenses against RadioShack arise out of their historical and ordinary course setoff rights on account of, among other things, commissions, RadioShack branded credit cards, charge-backs, returned products (including product originally purchased at company stores), service claims, gift certificates and promotional freight credits due from RadioShack (collectively, the "DF Credits").

Prior to the bankruptcy case, the ordinary course of business between RadioShack and the DFs involved the regular accumulation of accounts running each way between the DFs and RadioShack. In many cases the DFs would have purchased goods and owe the purchase price to

[4] *See* 11 U.S.C. § 506(a)(1) (treating setoff as a secured claim).

RadioShack and the DF Credits would be owed back to the DFs by RadioShack.[5] The accounting of debits and credits between RadioShack and the DFs, however, is complex and sometimes, in the short term, inaccurate. Any additional reconciliations or corrections would appear on future monthly statements. Shortly after the petition date, however, RadioShack took steps to protect itself against the risk of shipping to the DFs on credit by not shipping goods and then demanding payment in advance from the DFs for new product. As a result of RadioShack's unilateral actions, the regular and ordinary protection of the DFs arising from the monthly reconciliation of debits and credits with RadioShack was abruptly terminated.

To date, RadioShack has not expressed any willingness to pay prepetition amounts that are due to the DFs except by way of credits to the March 16th payment. However, there is no way of knowing at this time the universe of prepetition credits and requiring payments by the DFs prior to a full reconciliation would impair the DFs right to ever be paid for prepetition credits that could have been offset against future payments to RadioShack. If payment to RadioShack is made prior to a full reconciliation, the collateral protecting the secured claims will have been eliminated and the DFs will be left with general unsecured claims and little hope of a recovery against RadioShack.

While the Ad Hoc Committee was pleased with the statements made by Debtor's counsel at the March 4, 2015 hearing that postpetition DF Credits would be paid in cash before or at the time of the anticipated sale, the Ad Hoc Committee remain concerned. First, if the DFs are now required to pay RadioShack in advance for inventory without any apparent means to assert their rights of recoupment or setoff, the DFs will be increasingly harmed as more credits accrue during the bankruptcy case. For example, RadioShack plans to stop honoring gift cards at the end of

[5] Some of the DFs may owe amounts to RadioShack relating to other aspects of their dealer/franchise contracts, including royalty payments and chargebacks. The relief requested herein incorporates all amounts allegedly owed to RadioShack and the DFs' respective rights relating to DF Credits.

March 2015, some of which may have been issued months or even years ago by the DFs or company stores. This could cause actual damage to the DFs if they are required to honor gift cards without credit from RadioShack. Also, even if the DFs are not required to honor gift cards, it will still cause damage to the goodwill of the DF stores if they do not honor the gift cards, because the DFs intend to remain in business after RadioShack liquidates. Similarly, the DFs will suffer actual harm with respect to returns of damaged goods that RadioShack will no longer stand behind. While the DFs were pleased with RadioShack's assurances at the March 4th hearing that it will honor all administrative expenses due the DFs, it does not appear to solve all of the potential problems faced by the DFs and the Ad Hoc Committee requests assurances that the RadioShack budget and winddown budget include funds sufficient to pay all accrued administrative expense claims of the DFs.

In order to protect the rights of the DFs, it is critical that all future payment from the DFs to RadioShack (next payment scheduled on or about March 16) be delayed to protect the DFs claims and defenses against RadioShack.[6] In addition, if any such payments are made, the Ad Hoc Committee requests this Court to direct RadioShack to establish a fund (e.g., setting aside payments received, operating cash flow, borrowings, or escrow of section 363 sale proceeds) dedicated to each DF that made such a payment and would be accessed solely to fund any setoffs and recoupments for prepetition amounts not otherwise satisfied.

RADIOSHACK'S RELATIONSHIP WITH THE DEALERS AND FRANCHISEES

1. RadioShack began the DF program decades ago to increase its footprint to small American towns where it was not economical to open company stores. The DFs consist of over 700 stores that are owned by business people across the country that have been supporting RadioShack for many years—in some cases for over 30 years. The DF program made it possible

[6] In addition to the monetary defaults that the DFs may claim, there may well be nonmonetary defaults as well that may not be susceptible of cure under the Bankruptcy Code.

for small entrepreneurs to establish RadioShack branded stores in areas where RadioShack would not otherwise reach and provide RadioShack with an outlet to sell its products to a "captive" market. The DF owners sign their own leases, employ their own employees and provide a longtime outlet for RadioShack's inventory. Some of the DFs are dealers and some are franchisees.

2. Even though RadioShack has been financially deteriorating for a long time now, many of the DFs have had RadioShack stores for decades and have done their best to enhance RadioShack's reputation, For at least the past year, however, availability of product to the DFs has not been balanced or plentiful and relatively few goods have been delivered to the DFs after RadioShack filed for bankruptcy.

3. The Ad Hoc Committee was formed because it would be impossible for each and every DF to be heard in this complex and incredibly fast paced bankruptcy case. Like all committees in bankruptcy cases, including official committees under Bankruptcy Code section 1102, the Ad Hoc Committee seeks to raise the issues and needs of the DFs[7].

4. The DFs are presently facing an uncertain future. While the DFs are continuing to operate the businesses as best they can, they have also been harmed in many ways by RadioShack's financial issues and the chapter 11 case, resulting in significant damage to the goodwill of the DF stores. Inventory availability and the mix of certain inventory have been decreased for the past year and have been very difficult to obtain since RadioShack filed for bankruptcy. In addition, the wide-spread and constant publicity about the financial difficulties and bankruptcy of RadioShack have harmed the reputation and goodwill of all of the businesses

[7] It would be a significant hardship for each of the DFs to locate and pay for their own counsel in this bankruptcy case. Therefore, some DFs decided to form an ad hoc committee that could express the common concerns of the DFs before the Court. Even this approach is difficult for many DFs who are incapable of paying their share of the Ad Hoc Committee expenses. Some can only put up $100 and some cannot provide any funding at all. As has been apparent at the hearings on February 25 and March 4, 2015, the issues critical to the DFs do not appear to have not been expressed as a top priority in the case. The Ad Hoc Committee asserts that it is imperative that the DFs have a voice in this case and believe that the estate should be covering the modest administrative costs of providing the DFs a voice in the case to avoid irreparable harm to this group.

operated by the DFs. RadioShack has failed to perform as anticipated pursuant to the DF contracts. As a result of such failures, some DFs have already been driven out of business.

5. On February 24, 2015, the DFs were abruptly told that their credit would be cut off as of February 25, 2015 and that all future purchases would be on a cash in advance basis. This would create substantial problems for any small town retailer, but the problem is exacerbated by the unbalanced and limited inventory that RadioShack has to sell. RadioShack made clear in open court on February 25, 2015 that there would be no additional shipments of inventory to dealers after the end of March. This abrupt change by RadioShack to require prepaid inventory is forcing the DFs to purchase inventory from alternative sources, sometimes at higher prices and lower margin. These changes in RadioShack's operations has had an immediate impact on the DFs ability to provide consistent product-mix, inventory levels and pricing. Additionally, for some of the DFs, these changes increase the percentage that they must provide to RadioShack under their agreements.

6. RadioShack is also on the verge of terminating its programs for tens of millions of dollars in gift certificates. It is not known what impact this will have on the DFs businesses. Such a decision will only further erode the RadioShack name and harm the goodwill of the DFs businesses. This is only one of the many blows to the goodwill of the RadioShack name and the DF stores. The sale pleadings filed in Court regarding the proposed sale to General Wireless, Inc. (the "Stalking Horse") are not at all clear as to what will happen with the DFs after the sale. The current filed version of the Asset Purchase Agreement with the Stalking Horse does not include the purchase of the division operating the DFs and does not yet provide for the assumption or rejection of any of the DFs agreements (to the extent they are executory contracts subject to assumption). The debtor has indicated at a conference call with counsel to the Ad Hoc Committee that this treatment might change. However, if the agreements are rejected, the

payment due on March 16 could be the only security the DFs have to cover the damages they will likely incur.

7. Similar problems exist with respect to DF Credits, including returns, product warranty obligations and gift certificates for which RadioShack must reimburse the DFs with commissions and other monies. If such claims are merely administrative expenses, it is very much unclear what provisions are being made to protect the payment of the DFs' administrative expense claims. If RadioShack intends to be administratively insolvent after the sale to the Stalking Horse, it would raise very serious concerns about the accruals of DF Credits through the date of the sale. Many types of credits will not even arise before the sale. For example, when a phone is sold and the service plan is later cancelled in the first three months after the sale, the cost to the DF can be often over $500. Without an ability to recover this cost from RadioShack (either through DF Credits or direct payments), the DFs face significant losses they should not be forced to absorb. Also, many of the DFs hold cell phone inventory from RadioShack that has not yet been sold to end-consumers. If the cell phones are not sold prior to the bankruptcy sale to General Wireless and no carrier agreement is in place to activate a commission due the DF, the DF is exposed as having sold the phone without a carrier agreement, generally resulting in hundreds of dollars in lost commission for each such transaction. Further, DF Credits are accruing every day from product returns and the other DF Credits may even continue after the sale. Protections are necessary to assure that the DFs will be paid for, or otherwise exercised as a setoff or recoupment against RadioShack.

RELIEF REQUESTED

8. The DFs have a payment due under their contracts on or about March 16, 2015. It would be highly inequitable to require the DFs to make that payment and lose their offset and recoupment rights until such time as it is finally ascertained what claims the DFs may have

against RadioShack. If the DFs are required to pay they would be forfeiting a secured setoff claim without any adequate protection. Any payments due RadioShack should be used to offset amounts due from RadioShack to the DFs or otherwise placed in abeyance until an accounting ultimately sorts out the extent of the debits and credits. This is consistent with RadioShack's approach on requiring prepayment for inventory. RadioShack felt it needed protection from the risk of the DFs nonpayment of inventory. Here, the DFs have every right to be concerned that their secured claims will be extinguished and rights of setoff and recoupment lost if RadioShack has not adequately provided for accrued amounts due after March 28, 2015.

9. RadioShack has not appropriately provided for the claims and rights of the DFs. The DFs have no adequate assurances that their administrative expenses claims will be timely paid. While it was a positive development in the case when RadioShack confirmed in Court on March 4, 2015 that all administrative expenses owing the DFs would be paid (either as part of the DIP budget or under the wind down account), significant concerns remain because the full extent of the DF Credits may not be known prior to the sale closing.

A. The DFs Secured Claims Must Be Protected.

10. A significant number of the DFs hold secured claims against RadioShack due to the DF Credits. Bankruptcy Code section 553 governs setoff, and provides that except as provided in section 363 "this title does not affect any right of a creditor to offset a mutual debt owing by such creditor to the debtor that arose before the commencement of the case under this title against a claim of such creditor against the debtor that arose before the commencement of the case. . . ." 11 U.S.C. § 553(a). Thus, Bankruptcy Code section 553 codifies a creditor's right of offset. *See* 11 U.S.C. § 553(a); *see e.g., In re Garden Ridge Corp.*, 338 B.R. 627, 633 (Bankr. D. Del. 2006) (noting that "[s]ection 553(a) recognizes and preserves rights of setoff where four

conditions exist").[8] It is without dispute that the DFs hold valid secured claims as a result of their setoff rights. *See Capital Concepts Properties 85-1 v. Mutual First, Inc.*, 35 F.3d 170, 175 (recognizing equitable setoff "adjust[s] the demands between the parties and allow[s] a recovery only on the balance that is due" (internal citations omitted)). Prior to RadioShack's change to cash in advance purchases, it would ship inventory on credit to the DFs, and the DFs accrued DF Credits. A creditor with a right of setoff has an allowed secured claim to the extent of the amount subject to setoff. *See* 11 U.S.C. § 506(a)(1); *see also Lee v. Schweiker*, 739 F.2d 870, 875 (3d. Cir. 1984) (the effect of a setoff is to elevate "an unsecured claim to secured status, to the extent that the debtor has a mutual, pre-petition claim against the creditor").

11. The DFs setoff rights, and thus its secured claim, will be irreparably harmed if the DFs are forced to make any payment prior to determining and setting off the secured claims. To the extent the Court requires the DFs to make any payments to RadioShack, the DFs must receive adequate protection. *See* 11 U.S.C. § 363(e) ("[N]otwithstanding any other provision of this section…the court, with or without a hearing, shall prohibit or condition such use, sale or lease as is necessary to provide adequate protection of such interest."). Adequate protection safeguards a secured creditor's Fifth Amendment property rights. S*ee In re 354 E. 66th St. Realty Corp.*, 177 B.R. 776, 782 (Bankr. E.D.N.Y. 1995) (adequate protection payments are to maintain the status quo for that creditor and to protect the creditor from diminution or loss of the value of its collateral); *In re DeSardi*, 340 B.R. 790, 797 (Bankr. S.D.Tex. 2006) (noting function, citing legislative history); *In re N.J. Affordable Homes Corp.*, 2006 WL 2128624, *14 (Bankr. D.N.J. June 29, 2006) ("The concept of adequate protection finds its basis in the Fifth Amendment's protection of property interests").

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[8] The four conditions are "(1) the creditor holds a claim against the debtor arose before the commencement of the case; (2) the creditor owes a debt to the debtor that also arose before the commencement of the case; (3) the claim and the debt are mutual; and (4) the claim and debt are each valid and enforceable." *In re Garden Ridge Corp.*, 338 B.R. at 633 (internal citations omitted). These criteria do not limit recoupment rights as discussed herein.

12. Any requirement that the DFs make payments to RadioShack without adequate protection for their setoff claims will significantly diminish the DFs protected property rights. RadioShack has not offered any basis in which the DFs will be adequately protected if they make payments to RadioShack and, in essence, convert their secured claims to unsecured claims. *In re Mosello*, 195 B.R. 277, 292 (Bankr. S.D.N.Y. 1996) ("[A]dequate protection should be premised on facts, or on projections grounded in a firm evidentiary basis"); *In re Windsor Hotel, L.L.C.*, 295 B.R. 307, 314 (Bankr. C.D. Ill. 2003) (same). RadioShack has already suggested that it is unlikely that general creditors will receive any meaningful distribution in this case. Thus, RadioShack will be unable to meet its burden of proof to establish on a "firm evidentiary basis" that the DFs secured claims will be adequately protected from the diminution in value of their respective collateral caused by the payments to RadioShack.

B. <u>The DFs Right to Recoupment Must Be Preserved</u>.

13. An essential component of the DFs agreements with RadioShack is the ability to apply DF Credits against the DFs respective monthly statements for amounts due RadioShack. Now that RadioShack changed its policy to require all DFs to purchase inventory with cash in advance of shipment, RadioShack's action may diminish or even wipe out the DFs' recoupment rights. In order to preserve DFs recoupment right against RadioShack, all future payments form the DFs to RadioShack must be delayed until the DFs and RadioShack reconcile the credits and debits due each other under their respective agreements.

14. Recoupment is an equitable remedy which permits the offset of mutual debts when the respective obligations are based on the same transaction or occurrence.[9] In *University Medical*, the Third Circuit defined the equitable doctrine of recoupment as follows:

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[9] Unlike the remedy of setoff, recoupment is not limited in terms of the setoff requirement that prepetition debts may only be set of against prepetition debts or postpetition debts may only be set off against postpetition debts. *See, e.g., Am. Remanufacturers, Inc*., 451 B.R. at 372 ("Credits arising pre-petition are recouped against purchases post-

> Recoupment is the setting up of a demand *arising from the same transaction* as the plaintiff's claim or cause of action, strictly for the purpose of abatement or reduction of such claim.

University Medical Center, 973 F.2d at 1079 (*quoting* 4 Collier on Bankruptcy § 553.03, at 553–15–17) (emphasis in original). *See, also, Anes v. Dehart (In re Anes),* 195 F.3d 177, 182 (3d Cir.1999); *University Med. Ctr. v. Sullivan (In re University Med. Ctr.),* 973 F.2d 1065, 1081 (3d Cir.1992); *In re HQ Global Holdings, Inc.*, 290 B.R. 78, 80 (Bankr. D. Del. 2003). The recoupment doctrine "is essentially a defense to the debtor's claim against the creditor rather than a mutual obligation, and application of the limitations in setoff in bankruptcy would be inequitable." *Lee v. Schweiker,* 739 F.2d at 875. Recoupment allows creditors to extinguish mutual claims in bankruptcy, so long as both claims arose from the same transaction. *See, e.g., Anes,* 195 F.3d at 182; *see also Bray v. Bray,* No. 04-98-00633-CV, 1999 Tex. App. LEXIS (Tex. App. San Antonio June 16, 1999) (recoupment is recognized as a matter of common law).

15. Recoupment does not require an exact "match" of accounts receivable for the credits to be recouped against open accounts. *See In re Am. Remanufacturers, Inc.,* 451 B.R. 349, 371 (Bankr. D. Del. 2011). The *American Remanufacturers* case is instructive to this case. There, AutoZone and the debtor had a longstanding relationship that provided for numerous credits to flow between the parties under their underlying contracts. AutoZone asserted its rights to recoupment, which the trustee denied claiming that the credits did not arise out of the same transaction relating to the accounts receivables due from AutoZone to the debtor's estate. Judge Walsh held that AutoZone was not required to match credits to specific goods previously sold to

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petition where the credits 'are party of the overall dealing between' the parties and therefore 'aris[e] out of the same transaction.'") (internal citations omitted); *Ashland Petroleum Co. v. Appel (In re B & L Oil Co.)*, 782 F.2d 155, 156 (10th Cir. 1986) (holding that creditor was permitted to apply prepetition overpayments that it made to the debtor against what it owed the debtor for purchases after the commencement of the debtor's case where all of the events arose under the same oil division order).

AutoZone since the giving and receiving of credits was part and parcel of the parties' agreements and was an essential component of the parties' longstanding integrated transaction. *See Am. Remanufacturers, Inc*., 451 B.R. at 372; *see also In re Hechinger Inv. Co. of Del.,* Case No. 99–2261, Walsh, J. (Bankr.D.Del. May 4, 2000) (allowing recoupment where the parties' overall relationship was governed by a series of contracts and addenda because the credits were part of the overall dealings between the parties). As stated in the *Commc'n Dynamics* case:

> the credits were an integral part of the parties' overall relationship under the Agreement and the parties certainly intended that they be applied against future sales of equipment. If [the creditor] were not permitted to recoup the sales credit against future equipment sales, that credit would be worthless. Thus, we conclude that the sales credits and equipment purchases are both part of a single integrated business transaction and are sufficiently related to one another to permit recoupment.

In re Commc'n Dynamics, Inc., 300 B.R. 220, 226–27 (Bankr.D.Del.2003).

16. Given the historical, ordinary transactions between the DFs and RadioShack, it is likely that the DFs hold significant recoupment claims against RadioShack, which must be preserved until the parties have had an opportunity to complete a full accounting of credits and debits. The DFs recoupment claims may be worthless if they are not permitted to delay payments to RadioShack.

C. <u>The DFs Should Not Be Compelled to Perform Until the Setoff Claims and Recoupment Rights are Resolved.</u>

17. At this stage in the case, there are significant uncertainties whether this case will remain administratively solvent. Equity strongly favors permitting a delay of the DFs payments to RadioShack until such time as RadioShack satisfies its obligations to the DFs or until such time as there has been a full accounting of the debits and credit. There will be significant harm to hundreds of small business owners if RadioShack can force the DFs to pay without giving

credit to the secured setoff claim and rights for recoupment. The facts of this case provide ample cause for the limited relief requested to delay payments until these issues are resolved.

This Court's equity is required to protect the DFs from near certain harm if they are required to make payments to RadioShack until such time as (a) RadioShack assumes the DF contracts and pays all cures and compensates for all damages, or (b) the completion of the accounting of all debits and credits. Any requirement that payments be made would ignore RadioShack's postpetition defaults in its failure to ship, provide credit, and diminishment of good will. Here, there are continuing postpetition defaults that would ordinarily relieve the nondebtor from the requirement to perform, not just prepetition defaults.

18. The DFs are only seeking to defer payments until such time as RadioShack and the DFs are able to complete an accounting, resolve their dispute and provide assurances to this Court that RadioShack will satisfy all administrative expenses to the DFs. The relief requested is specific to the DFs and will not cause material harm to RadioShack.

19. The Ad Hoc Committee has been in dialogue with counsel to RadioShack and intend to continue their dialogue with RadioShack to see if they are able to resolve the issues raised herein prior to any hearing on this Motion.

WHEREFORE, the Ad Hoc Committee requests this Court to:

(A) Allow this Motion;

(B) Allow the DFs to delay making the March 16, 2015 payment, or any future payment until such time as RadioShack and the DFs are given appropriate consideration for the DF credits;

(B) Require assurances that RadioShack has adequately provided for all setoff and recoupment rights of the DFs;

(C) Require RadioShack to provide adequate protection for the DFs secured setoff claims;

(D) Require assurance that all administrative expenses of the DFs have been provided for, particularly those that are unknown at the time of sale;

(E) Because there are over 700 DF stores, that if any DFs pays RadioShack before the issues raised in this pleading are decided then RadioShack be required to segregate those funds in an account separate from the other funds of the estate and subject to the setoff and recoupment rights of the respective DFs who made such payments, to the same extent as if the payments had not been made;

(F) Require RadioShack to set aside sufficient funds (from available cash, borrowings or the sale to General Wireless or another buyer) to satisfy all administrative expense claims of the DFs;

(G) Grant limited relief from Bankruptcy Code section 362 (to the extent applicable) to carry out the relief requested herein; and

(F) Such other and further relief as is just.

Date: March 10, 2015
Wilmington, Delaware

Respectfully submitted,

/s/ *Richard E. Mikels*

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