

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
CENTRAL DIVISION

In re:)	
)	
)	Chapter 11
NEW COUNTRY WIRELESS, LLC,)	
)	Case No. 16-42199 (CJP)
Debtor)	
)	

**DEBTOR'S ASSENTED-TO MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (A) AUTHORIZING USE OF CASH COLLATERAL;
(B) GRANTING CERTAIN LIENS AND SUPERPRIORITY CLAIMS; AND
(C) SCHEDULING A FINAL HEARING
*(REQUEST FOR EMERGENCY DETERMINATION AND LIMITATION OF NOTICE)***

New Country Wireless, LLC (the "Debtor"), the debtor-in-possession in the above-captioned chapter 11 case, hereby moves, pursuant section 363(c)(2)(B) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 4001-2 of the Local Rules for the United States Bankruptcy Court for the District of Massachusetts (the "MLBR"), for the entry of interim (the "Interim Order") and final orders (the "Final Order") authorizing use of cash collateral in accordance with the *Stipulation and Order Concerning Interim Use of Cash Collateral and Adequate Protection* (the "Stipulation") and accompanying budget (the "Budget"), by and between the Debtor and Northern Bank & Trust Company ("Northern Bank") attached hereto as Exhibit A. Northern Bank, which holds a lien on substantially all assets of the Debtor, has assented to entry of the Interim Order. **THIS MOTION SEEKS EMERGENCY RELIEF DESCRIBED IN MLBR 9013-1(g)(1) AND (2).** *In order to avoid irreparable harm to its bankruptcy estate, pursuant to MLBR 9013-1(g)(1) the Company requests an emergency hearing on this motion on January 5, 2017 at 10:00 a.m. The Company also requests relief*

from this Court, pursuant to MLBR 9013-1(g)(2) authorizing the Company to limit notice of this Motion as discussed herein.

In support of this motion, the Debtor states as follows:

1. On December 26, 2016 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).
2. The Debtor continues to operate and manage its business as debtor-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.
3. A creditors’ committee has not been appointed in this Chapter 11 case, and because the Debtor commenced this case as a small business debtor, appointment of a creditors’ committee is unlikely.
4. So as to utilize the expense-reduction procedures available in small business cases such as this, and not to be overwhelmed by administrative expenses, the Debtor will seek the cooperation of the parties and the assistance of this Court in reducing the number and complexity of documents, minimizing the number and extent of hearings, and taking other steps to reduce the cost of this case – in each instance consistent with the requirements of due process in the context of a small-business case.

Background

A. The Debtor’s Business

5. The Debtor is a Massachusetts limited liability company. The Debtor operates four Verizon Wireless retail locations in the Massachusetts towns of Holden, Wayland, Sudbury and Lunenburg (the “Stores”), where it sells cellular phones, other electronic devices, accessories, and Verizon Wireless cellular service and data plans to retail customers.

6. In 2015 the Debtor had total sales of \$3,566,811. As of the Petition Date the Debtor has twelve employees. These include Charbal (“Charlie”) M. Yousef, who is also the Debtor’s sole member, manager and president.

7. The Debtor operates the Stores pursuant to a Store Operator Agreement (the “Operator Agreement”) with Amcomm Wireless, Inc. (“Amcomm”) dated October 10, 2013. The Debtor also sub-leases the four Store locations from Amcomm pursuant to Sublet Agreements (the “Sublet Agreements”).

8. Generally, the Debtor earns revenue from customer purchases in two ways. First, the Debtor receives the customer’s cash and/or credit purchase amount at the point of sale. In addition, if the customer purchases a Verizon Wireless cellular service and data plan (“Verizon Service Contract”) from the Debtor, or the customer purchases a phone or other device on a Device Payment Agreement (an installment plan agreement), the Debtor earns reimbursements and commissions from Verizon Wireless (“Verizon Compensation”). When a customer buys a phone without agreeing to a Verizon Service Contract or Device Payment Agreement, the customer generally pays the Debtor the full retail price of the item, less any discount or incentive offered by the Debtor. If, however, the customer purchases a Verizon Service Contract or purchases the phone on a Device Payment Agreement, the customer pays the Debtor a discounted amount for the phone or device at the point of sale, and the Debtor is then entitled to Verizon Compensation in the form of reimbursements, rebates, and/or commissions. Verizon remits the Debtor’s Verizon Compensation to Amcomm on a monthly basis, which in turn is required to remit to the Debtor.

9. The Debtor and Northern Bank entered into certain loan arrangements prior to the Petition Date (the documents, instruments, and agreements evidencing such loan arrangements

are referred to herein collectively as the “Loan Documents”). As of the Petition Date, the Debtor owed Northern Bank approximately \$1,311,000.00 in indebtedness which is secured by first priority lien on all of the Debtor’s assets.¹ As of the Petition Date, the Debtor owed unsecured creditors approximately \$450,000.00.

B. Events Leading to Chapter 11

10. During the course of pre-petition dealing with Amcomm, the Debtor discovered discrepancies between what the Debtor was owed in Verizon Compensation and what the Debtor had been paid by Amcomm. The Debtor determined that on an ongoing basis, Amcomm was failing to pay the Debtor substantial amounts of the Debtor’s Verizon Compensation that Verizon had paid to Amcomm. Amcomm also claimed to be entitled to various fees under a purported exhibit to the Operator Agreement which it never provided the Debtor prior to executing the same.

11. The Debtor also determined that Amcomm failed to account for the total number of phones and devices sold by the Debtor, thus shorting the Debtor additional Verizon Compensation. In addition, Amcomm refused to allow the Debtor to obtain phones and devices from commercially available, wholesale distributors, and instead forced the Debtor to purchase phones and devices directly from Amcomm at inflated prices, or from certain approved vendors who did not carry the iPhone. In this way, Amcomm made itself the *de facto* sole vendor from which the Debtor could purchase the iPhone.

12. The Debtor confronted Amcomm. Amcomm responded with a letter alleging that the Debtor was in breach of the Operator Agreement. Then on May 22, 2015, the Friday before the Debtor’s busy Memorial Day sales weekend, Amcomm shut down the Debtor’s access to

¹ In addition, Ingram Micro Mobility North America may have a perfected lien on products it sold to the Debtor, but the Debtor did not have any as of the Petition Date.

computer systems necessary to complete sale transactions and Verizon device contracts and activations, disabling the Debtor from conducting any business whatsoever. The next day Amcomm posted “closed” signs on the Stores without the Debtor’s permission and indicated that customers should visit one of Amcomm’s non-Debtor affiliated retail locations.

13. Four days later the Debtor initiated a civil action against Amcomm and certain Amcomm officers, in the Massachusetts Superior Court, Worcester County, styled as New Country Wireless, LLC v. Amcomm Wireless, Inc., et al., Civil Action No. 15-0806D (the “Amcomm Litigation”), alleging, among other things, various breaches of the Operator Agreement and other unfair and deceptive practices by Amcomm against the Debtor. The Debtor estimates its claims against Amcomm to be several million dollars.²

14. On May 30, 2015 the Superior Court entered a Preliminary Injunction which, among other things, enjoined Amcomm from terminating the Operator Agreement. In so ruling, the Court concluded Amcomm’s actions showed a “deliberate pattern” to shut down the Debtor’s business, “clear evidence of interference, unfair dealing and bad faith” by Amcomm, and evidence of a material breach of the Operator Agreement by Amcomm. However, on December 19, 2016, a different Superior Court judge dissolved the Preliminary Injunction on the basis that the dispute between the Debtor and Amcomm concerned money damages, for which the Debtor had an adequate remedy at law.

15. On December 22, 2016, Amcomm sent the Debtor a letter providing the Debtor until December 27, 2016, to cure alleged defaults or else face termination of both the Sublet

² The Debtor has initiated discussions with Amcomm in the hope of reaching agreement on operating procedures during this case. It is also hoped that Amcomm will not oppose this motion. To assure that there is no misunderstanding, the Debtor hereby acknowledges that (a) Amcomm disputes certain of the allegations made in the Amcomm Litigation and certain findings of the Superior Court in entering the preliminary injunction, and (b) non-opposition by Amcomm to this motion shall not be construed as Amcomm’s agreement with any of the statements made herein.

Agreements and Operator Agreement. If carried out, this threat would put the Debtor out of business. Moreover, Amcomm's actions had squeezed the Debtor's cash flow to the point where it had fallen behind in its obligations to creditors. For these reasons, the Debtor commenced this Chapter 11 case to preserve its rights under the Operator Agreement, and to obtain breathing room to prosecute (or, if possible, to settle) the Amcomm Litigation and to reorganize its business as a going concern.

Jurisdiction

16. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

17. The statutory predicates for the relief requested in this Motion are section 363(c)(2)(B), 363(b), of the Bankruptcy Code, Bankruptcy Rule 4001 and MLBR 4001-2.

Basis and Request for Relief

A. Use of Cash Collateral

18. As described above, Northern Bank holds an interest in the Debtor's assets that constituted cash collateral (the "Cash Collateral"). The Debtor requires the use of the Cash Collateral to fund its business operations, preserve the value of its assets and business and to avoid irreparable harm to the Debtor and its bankruptcy estate.

19. Pursuant to this Motion, the Debtor seeks this Court's approval for the use of Cash Collateral on the terms proposed below. Section 363(c)(2) of the Bankruptcy Code provides, in pertinent part, that a debtor-in-possession "may not use, sell or lease cash collateral under paragraph (1) of this subsection unless . . . (A) each entity that has an interest in such cash collateral consents; or (B) the Court, after noticing a hearing, authorizes such use, sale or lease in

accordance with the provisions of this section.” 11 U.S.C. § 363(c)(2)(A) and (B). A hearing on a debtor’s motion for use of cash collateral “may be a preliminary hearing or may be consolidated with a hearing under subsection (e) of this section, but shall be scheduled in accordance with the needs of the debtor.” 11 U.S.C. § 363(c)(3); Fed. R. Bankr. P. 4001(c)(2).

20. The Debtor needs this Court’s immediate authorization to use Cash Collateral in order to continue its operations. The Debtor needs cash to pay its vendors and suppliers, to pay its employee wages and benefits, and to pay other expenses necessary to maintain operations and preserve its assets and going concern value during the pendency of this case. The Debtor’s estate will be irreparably harmed unless the Debtor is granted the interim relief specified herein.

21. By way of interim relief pursuant to this Motion, the Debtor seeks authority to use Cash Collateral in order to fund (but only to the extent contained in the Budget, including as it may be updated from time to time, or permitted variances thereto, in each case as provided by the proposed form of Interim Order): (i) ongoing operations substantially in accordance with the Budget (including as it may be updated from time to time), through and including the date of entry of an order on this Motion at or after the final hearing (the “Final Entry Date”) and (ii) liabilities incurred before the Petition Date for gross payroll (including employer payroll taxes and related payroll obligations) and employee wages and benefits to the extent authorized by this Court.

22. Because this case was filed on an emergency basis in order to preserve the Operating Agreement and other assets of the Debtor, negotiation and drafting of the terms of the Stipulation and proposed orders took place after the Petition Date – hence the delay between commencement of the case and filing of this motion. Although the Stipulation does contain variations from MLBR 4001-2(c) as more specifically described below, its provisions are fairly

standard. For example, adequate protection is provided by a replacement lien on the same type of collateral that Northern Bank had before the Petition Date, with causes of action under chapter 5 of the Bankruptcy Code kept free of liens. And although the Debtor agrees to the amount of Northern Bank's claims and waives all claims against the bank, the rights of a creditors' committee or, if none, a chapter 7 trustee are preserved.

23. The Stipulation sets forth, in detail, the parties' agreement with respect to use of Cash Collateral during the Chapter 11 case. The principal provisions of the Stipulation are summarized below. The Debtor submits that the permitted use of Cash Collateral for these purposes during the pendency of this case should generate sufficient revenues with which to pay all administrative expenses of the Chapter 11 case.

B. Summary of Stipulation Terms³

24. Pursuant to the Stipulation, the Debtor has agreed to the following terms with Northern Bank concerning its use of Cash Collateral during this Chapter 11 case:

a. *Acknowledgement of Indebtedness* — Pursuant to Paragraph 1 of the Stipulation, the Debtor has acknowledged the amount of Northern Bank's prepetition Claim⁴ and acknowledged that Northern Bank's prepetition claim is secured by a valid, perfected, and unavoidable first priority security interest in the Collateral and shall constitute an allowed secured claim to the extent provided for under the Bankruptcy Code. **This provision varies from the requirements of MLBR 4001-2(c).**

³ The following is a summary of the terms of the Stipulation attached to this Motion as Exhibit A. Capitalized terms used but not defined in this section have the same meaning ascribed to such terms in the Interim Order. To the extent that this summary differs in any way from the terms set forth in the Interim Order, the terms of the Interim Order shall control.

⁴ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Stipulation.

b. *Waiver of Claims by the Debtor* — Pursuant to Paragraph 2 of the Stipulation, the Debtor has acknowledged and agreed that it has no offsets, defenses, claims, or counterclaims against the Lender, or the Lender's officers, directors, employees, attorneys, representatives, parent, affiliates, predecessors, successors, or assigns with respect to Northern Bank's pre-petition indebtedness, or otherwise, and that upon entry of the Stipulation as an Order of the Bankruptcy Court, any and all challenges by the Debtor (i) to the validity, sufficiency, priority, or amount of the Claim; (ii) the perfection of the Lender's security interests and liens in the Collateral; and (iii) any and all transfers received by the Lender pre-petition, including but not limited to, claims or challenges pursuant to §§ 506(c), 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code shall be forever barred. **This provision varies from the requirements of MLBR 4001-2(c).**

c. *Bar Date/Challenge Period* — Pursuant to Paragraph 3 of the Stipulation any subsequently appointed creditors' committee or trustee, may file an objection to the amount of the Lender's Claim or file (or seek authority to file, as the case may be) a complaint on behalf of the estate under §§ 544, 547, 548, 549, 550 or 553 of the Bankruptcy Code challenging the validity, priority, or extent of the Lender's security interest in the Collateral or otherwise seeking to avoid or recover any transfers received by the Lender. If no such objection or complaint (as applicable) is filed: (a) by the creditors' committee on or before sixty (60) days after Bankruptcy Court approval of the retention of counsel to the creditors' committee, or if no such committee has been formed then (b) by a trustee on or before sixty (60) days after the appointment of a trustee, any and all challenges by any party to the Claim, the Lender's security interest or liens against the Collateral or transfers received by the Lender including, but not limited to, those

under §§ 506(c), 544, 547, 548, 549, 550 and 553 of the Bankruptcy Code shall be forever barred. **This provision varies from the requirements of MLBR 4001-2(c).**

d. *Adequate Protection*—pursuant to Paragraph 5 of the Stipulation the Debtor has agreed to provide Northern Bank with the following adequate protection for any diminution in the value of Northern Bank's Cash Collateral:

- i. Post-Petition Lien: Northern Bank is granted a security interest to the extent of any diminution in the value of the Lender's cash and non-cash Collateral in all of the Debtor's post-petition assets, including, but not limited to, accounts, inventory, equipment, general intangibles, and goods, motor vehicles, real estate, and leasehold interest as well as all products and proceeds thereof (collectively, the "Post-Petition Collateral"). The post-petition grant of the security interest shall be supplemental of, and in addition to, the security interest, which the Lender possesses pursuant to the Loan Documents. Notwithstanding anything contained herein, the Post-Petition Collateral shall not include any cause of action or proceeds thereof recovered pursuant to Chapter 5 of the Bankruptcy Code.
- ii. The lien and security interest shall continue in full force and effect until the Claim has been paid in full, including all principal and, to the extent authorized by §506(b) of the Bankruptcy Code, such interest, fees, costs, and expenses, including reasonable attorneys' fees, whether currently existing or hereafter accrued and incurred, as provided for by the Loan Documents.
- iii. The lien and security interest granted and created herein and the priorities of same shall not be affected by the incurrence of indebtedness pursuant §364 of the Bankruptcy Code, or otherwise. **This provision varies from the requirements of MLBR 4001-2(c).**
- iv. The Debtor acknowledges and agrees that no expenses of administration of the Debtor's estate shall be charged pursuant to §506(c) of the Bankruptcy Code, or otherwise, against the Collateral or the Post-Petition Collateral, provided, however, that this waiver shall not be binding upon any subsequently appointed Trustee. Nothing contained in the Stipulation shall be deemed to be the consent by the Lender, whether express or implied, to any claims against the Collateral or the Post-Petition Collateral under § 506(c) of the Bankruptcy Code. **This provision varies from the requirements of MLBR 4001-2(c).**
- v. If and to the extent (i) the Collateral used by the Debtor *less* (ii) the reduction in the Pre-Petition Indebtedness exceeds the value of the Post-

Petition Collateral (the “Post-Petition Shortfall”), then the Lender shall have a claim under §503(b) of the Bankruptcy Code in the amount of the Post-Petition Shortfall which shall, pursuant to §507(b) of the Bankruptcy Code, have priority over all other claims entitled to priority under §507(a)(2), with the sole exception of quarterly fees due to the United States Trustee pursuant to 28 U.S.C. §1930.

- vi. The Debtor shall maintain all necessary insurance, including, without limitation, fire, hazard, comprehensive, public liability, and workmen’s compensation as may be currently in effect, naming the Lender as loss payee with respect thereto and with respect to any other such insurance the Debtor elects to obtain. The Debtor shall provide the Lender, upon entry of the Stipulation as an Order of the Bankruptcy Court, with proof of all such coverage, as well as prompt notification of any change in such coverage which may hereafter occur.
- vii. The Lender shall have the right to inspect the Collateral as well as the Debtor’s books and records during normal business hours.
- viii. In order to enhance the Lender’s ability to monitor the Collateral, the Debtor shall at all times maintain its bank accounts with the Lender.
- ix. On the fifteenth (15th) day of each month commencing on January 15, 2017, the Debtor shall make payments to the Lender in the amount equal to one month’s interest accrued on outstanding principal balance of the Pre-Petition Indebtedness at the applicable non-default rate, which payments shall be applied to the Pre-Petition Indebtedness in accordance with the terms and conditions of the Loan Documents (and which payments shall be subject to reallocation by this Court after notice and a hearing).

e. *Automatic Perfection* — Pursuant to Paragraph 6 of the Stipulation, the Debtor agrees that the Stipulation and the Loan Documents shall be sufficient and conclusive evidence of the priority, perfection, attachment, and validity of all of the Bank’s security interests in, and liens on, the Post-Petition Collateral and the liens and security interests granted and created herein shall, by virtue of this Stipulation, constitute valid, automatically perfected and unavoidable security interests, with the priorities granted hereunder, without the necessity of creating, filing, recording, or serving any financing statements or other documents that might otherwise be required under federal or state law in any jurisdiction or the taking of any other

action to validate or perfect (i) the security interests and liens granted to the Bank under this Stipulation, or (ii) the adequate protection replacement liens and security interests granted herein to the Bank, for all purposes, including, without limitation, the payment of all principal, interest, and other fees, including reasonable attorneys' fees and expenses of the Bank in connection with the Debtor's use of cash Collateral.

f. *Financial Reporting* — Pursuant to Paragraph 7 of the Stipulation, the Debtor shall furnish to the Lender such financial and other information as the Lender shall reasonably request including, but not limited to, the following:

- i. By Tuesday of each week, commencing January 10, 2017, each of the following financial reports:
 1. A report which sets forth in reasonable detail: (i) total sales for the prior week; (ii) total collections for the prior week; (iii) comparison of the Debtor's actual performance during the prior week with the Budget and the projections contained therein; (iv) a schedule of all outstanding checks or payments issued by the Debtor; and (v) a statement of the value at cost of all categories of the Debtor's inventory; and
 2. An accounts receivable aging as of the close of business on Friday of the prior week;
- ii. Any financial information and pleadings filed with the Bankruptcy Court shall be served upon the Lender and its counsel within one (1) business day after such information or pleading has been filed with the Bankruptcy Court. Electronic service through the Court's ECF system will suffice for this purpose.
- iii. All other financial information and reports prepared by the Debtor in the ordinary course of its business, including any financial information required by the Bankruptcy Court or by the Operating Guidelines and Reporting Requirements of the United States Trustee's Office, including a monthly profit and loss statement.
- iv. All other reports and financial information required by the Loan Agreement or historically provided to the Lender, and any additional reports as may be reasonably requested by the Lender from time to time.

g. *Termination of Use of Cash Collateral* — Pursuant to Paragraphs 10 & 11 of the Stipulation, the Debtor's right to use its assets, sell its inventory, and use the Lender's cash and non-cash Collateral shall terminate ("Termination") upon the earliest of: (1) January 31, 2017; (2) the Debtor's failure to maintain all necessary insurance as required by paragraph 5(f); or (3) at the Lender's option, upon the occurrence of any Termination Events. Upon Termination, the Lender shall be entitled to a hearing on a Motion for Relief from the Automatic Stay upon an expedited basis. **(This provision varies from the requirements of MLBR 4001-2(c)).** Upon Termination, the Debtor shall immediately cease using the Lender's cash Collateral and noncash Collateral, and the Debtor shall cause all funds received to be deposited in a segregated account provided, however, nothing herein shall be deemed a waiver of the Debtor's right to seek authority to use cash Collateral in accordance with Sections 361 and 363 of the Bankruptcy Code. The occurrence of any one or more of the following shall constitute a Termination Event:

- i. The material breach by the Debtor of any of the terms, conditions, or covenants of this Stipulation, which is not cured to the reasonable satisfaction of the Lender within three (3) business days of receipt by the Borrower of written notice of such breach from the Lender;
- ii. If, commencing the week ending January 23, 2017 as shown on the Budget, and continuing for each week thereafter, the Debtor's actual weekly sales on a cumulative basis are less than eighty percent (80%) of the projected weekly sales on a cumulative basis, as set forth in the Budget for such period;
- iii. The Debtor shall not suffer a loss on an accrual basis during any month as measured by the profit and loss statement provided by the Debtor to the Lender pursuant to this Stipulation;
- iv. The filing of an objection to the Lender's Claim or the filing by the Debtor of a complaint against the Lender concerning the Pre-Petition Indebtedness in the Bankruptcy Court;

- v. If the Debtor conducts any sales or discounts any inventory out of the ordinary course of its business;
- vi. The cancellation or termination of the Debtor's agreements with Amcomm;
- vii. The return by the Debtor of any material portion of the Debtor's inventory pursuant to § 546(g) of the Bankruptcy Code without the prior written consent of the Lender;
- viii. The appointment of a Trustee for the Debtor pursuant to § 1104 of the Bankruptcy Code;
- ix. The conversion of this Case to a case under Chapter 7 of the Bankruptcy Code;
- x. The dismissal of this Case;
- xi. The appointment of an examiner with any of the powers of a Trustee for the Debtor; or
- xii. The allowance of a Motion for Relief from the Automatic Stay allowing a creditor of the Debtor to foreclose upon any material asset of the Debtor.

Certain of the above provisions concerning Termination Events vary from the requirements of MLBR 4001-2(c).

Basis for Emergency Treatment

25. Because the Debtor requires use of Cash Collateral to pay expenses necessary to pay employees, maintain business operations, preserve its assets, and preserve its going concern value during the bankruptcy proceeding, it will otherwise be irreparably harmed unless it is authorized immediately to use Cash Collateral for these purposes and other purposes set forth herein, *the Debtor respectfully requests that this Court consider this Motion on an emergency basis and, schedule this Motion for an emergency hearing to take place on January 5, 2017 at 10:00 a.m.*

Notice

26. No trustee, examiner or creditors' committee has been appointed in this Chapter 11 case. The Debtor will cause notice of this Motion to be served by this Court's ECF System, facsimile or electronic mail, upon (a) the United States Trustee, (b) the 20 largest creditors, (c) all creditors known to assert a lien on assets of the Debtor, (d) all parties that have entered an appearance or have filed a request for service of all pleadings and notices in this Chapter 11 case, and (e) the Internal Revenue Service and Massachusetts Department of Revenue. The Debtor submits that such notice is appropriate notice as to all parties in interest in the particular circumstances, including the nature of relief requested herein.

WHEREFORE, the Debtor, as a debtor-in-possession in the above-captioned Chapter 11 Case, respectfully request that this Court enter an order, substantially in the form attached hereto as Exhibit B, (a) granting the relief requested in this Motion, (b) scheduling a final hearing on the Motion, and (c) granting to the Debtor such other and further relief as the Court deems just and proper.

Respectfully submitted,

NEW COUNTRY WIRELESS, LLC,

By its attorneys,

/s/ Jonathan M. Horne

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Dated: January 4, 2017

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