

will hereafter provide notice of any such Additional Successful Bid(s) and additional successful bidder(s).

5. The Sale Hearing to consider approval of the sale of the AntennaCraft Assets to KPI, free and clear of all liens, claims and encumbrances, pursuant to the Motion will resume before the Honorable Brendan L. Shannon, Chief United States Bankruptcy Judge, 824 North Market Street, Wilmington, Delaware 19801 on **March 30, 2015 at 9:00 a.m. (prevailing Eastern Time)**. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by the filing of a Hearing Agenda noting such adjournment.

Dated: March 28, 2015
Wilmington, Delaware

PEPPER HAMILTON LLP

/s/ David M. Fournier
David M. Fournier (DE 2812)
Evelyn J. Meltzer (DE 4581)
Michael J. Custer (DE 4843)
Hercules Plaza, Suite 5100
1313 N. Market Street
P.O. Box 1709
Wilmington, Delaware 19899-1709
Telephone: (302) 777-6500
Facsimile: (302) 421-8390

-and-

David G. Heiman (OH 0038271)
JONES DAY
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

Gregory M. Gordon (TX 08435300)
JONES DAY
2727 N. Harwood Street
Dallas, Texas 75201
Telephone: (214) 220-3939
Facsimile: (214) 969-5100

Thomas A. Howley (TX 24010115)
Paul M. Green (TX 24059854)
JONES DAY
717 Texas Suite 3300
Houston, Texas 77002
Telephone: (832) 239-3939
Facsimile: (832) 239-3600

ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

PURCHASE AGREEMENT

among

RadioShack Corporation,

other Sellers party hereto

and

KPI Concepts Incorporated

Dated as of March 26, 2015

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PURCHASE AGREEMENT

PURCHASE AGREEMENT (this "Agreement"), dated as of the date set forth on the signature page hereto, among the entity identified on the signature page as Purchaser (the "Purchaser"), RadioShack Corporation, a Delaware corporation (the "Company"), and each of the Company's subsidiaries listed on the signature page (together with the Company, each a "Seller" and, collectively, the "Sellers").

RECITALS:

A. Sellers are debtors and debtors in possession under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), and filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on February 5, 2015 (the "Petition Date") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), where the Sellers' bankruptcy cases are jointly administered under Case No. 15-10197(KJC) (collectively, the "Bankruptcy Case");

B. Sellers desire to sell to Purchaser the Purchased Assets (defined below) and transfer to Purchaser the Assumed Liabilities (defined below) and Purchaser desires to purchase from Sellers the Purchased Assets and assume the Assumed Liabilities, in each case upon the terms and conditions hereinafter set forth;

C. The execution and delivery of this Agreement and Sellers' ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of the Sale Order (defined below) under, inter alia, Sections 363 and 365 of the Bankruptcy Code; and

D. The Parties desire to consummate the proposed transaction as promptly as practicable after the Bankruptcy Court enters the Sale Order.

NOW, THEREFORE, the parties hereto hereby agree as follows:

I. DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms, when used herein with initial capital letters, have the meanings specified in this Section 1.1 or in other Sections of this Agreement identified in Section 1.2:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Bidding Procedures Order" means the order of the Bankruptcy Court, entered on March 9, 2015, authorizing, among other things, the sale of the Purchased Assets and

assumption and assignment of the Assigned Contracts and the assumption of the Assumed Liabilities pursuant to the bid procedures set forth therein.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which commercial banks in New York, New York are authorized or required by Law to close.

“Code” means the Internal Revenue Code of 1986.

“Contract” means any contract, agreement, commitment, promise or undertaking (including any indenture, note, bond or other evidence of indebtedness, lease, instrument, license, lease, purchase order or other legally binding agreement) whether written or oral.

“Environmental Law” means any Law in effect at the relevant date or for the relevant period relating to the protection of human health and safety or the environment (including air, surface water, groundwater, land surfaces or subsurface strata) or natural resources, Releases of or exposure to Hazardous Material or the handling, generation, treatment, transportation, storage, use, arrangement for disposal or disposal, manufacture, distribution, formulation, packaging or labeling of Hazardous Materials, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. §§ 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.), the Clean Water Act (33 U.S.C. §§ 1251, et seq.), the Clean Air Act (42 U.S.C. §§ 7401, et seq.) the Toxic Substances Control Act (15 U.S.C. §§ 2601, et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136, et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651, et seq.), and analogous state and local Laws.

“Excluded Matter” means the effect of: (i) any change in the United States or foreign economies or financial markets in general; (ii) any change that generally affects the businesses in which a Seller generally competes; (iii) any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions; (iv) any change in applicable Laws or accounting rules; (v) any actions taken or proposed to be taken by Purchaser or any of its Affiliates; (vi) any effect resulting from the public announcement of this Agreement; or (vii) any effect resulting from the filing of the Bankruptcy Case and a Seller’s inability to pay certain obligations as a result of the filing of the Bankruptcy Case; provided, however, that with respect to clauses (i) and (ii), such effects do not disproportionately adversely affect the business of Seller, taken as a whole, as compared to other companies operating in the industries in which a Seller operates.

“GAAP” means generally accepted accounting principles in the United States.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, or any agency, authority, department,

commission, board, bureau, official or instrumentality of such body, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator thereof (public or private) of competent jurisdiction.

“Hazardous Material” means any substance, material or waste which is regulated by any Governmental Body, including petroleum and its by-products, asbestos, and any material or substance which is defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “restricted hazardous waste,” “industrial waste,” “solid waste,” “contaminant,” “pollutant,” “toxic waste” or “toxic substance” or otherwise regulated under any provision of Environmental Law or for which Liability can be imposed under any Environmental Law.

“IRS” means the Internal Revenue Service.

“Knowledge of Sellers” means the actual knowledge of those officers of Sellers identified on Schedule 1.1(a).

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation or common law requirement.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

“Liability” means any debt, loss, liability, claim (including “claim” as defined in the Bankruptcy Code), commitment, undertaking, damage, expense, fine, penalty, cost, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, disclosed or undisclosed, express or implied, primary or secondary, direct or indirect, matured or unmatured, fixed, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, and whether in contract, tort or otherwise.

“Lien” as applied to any Person means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, restriction or encumbrance or any other similar encumbrance in respect of an asset of such Person, whether imposed by Law, Contract or otherwise.

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

“Ordinary Course of Business” means the ordinary and usual course of normal day-to-day operations of Sellers’ businesses as of March 17, 2015.

“Permitted Exceptions” means (i) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies or commitments of title insurance which have been made available to Purchaser, (ii) statutory Liens for Taxes not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings, (iii) mechanics’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the Ordinary Course of Business, (iv) zoning, entitlement and other land use and environmental regulations by any Governmental Body, (v) any other imperfections in title, charges, easements, restrictions, licenses and encumbrances that do not materially affect the value, use or transferability of the affected asset or property, (vi) Liens for Taxes that constitute Assumed Liabilities, and (vii) Liens that will be released by the Sale Order.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Purchaser Material Adverse Effect” means any event, change, effect, condition, state of facts or occurrence (regardless of whether such event, change, effect, condition, state of facts or occurrence constitutes a breach of any representation, warranty or covenant of Purchaser hereunder) which has had or would reasonably be expected to have, individually or when considered together with any other event, change, effect, condition, state of facts or occurrence, a material and adverse effect on the ability of Purchaser to consummate the transactions contemplated by this Agreement or perform its obligations under this Agreement.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal or leaching into the environment, or into or out of any property.

“Remedial Action” means all actions to (i) clean up, remove or treat any Hazardous Material, (ii) prevent the Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment, (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care, or (iv) to correct a condition of noncompliance with Environmental Laws.

“Representative” means, with respect to any Person, any and all directors, officers, partners, managers, employees, consultants, financial advisors, counsel, accountants and other agents, including potential financing sources of such Person.

“Sale Hearing” means the hearing before the Bankruptcy Court held pursuant to the Bidding Procedures Order to determine the highest or best bid for the Purchased Assets.

“Sale Order” means an order entered by the Bankruptcy Court: (i) that was on appropriate notice to all parties entitled to notice of any motion relating to the Purchased Assets, this Agreement or the transactions contemplated hereby; (ii) that is not subject to a stay pending appeal; (iii) as to which the time to appeal from, or to seek review,

rehearing, reconsideration, amendment or petition for certiorari of, has expired without a pending appeal or application seeking review, rehearing, reconsideration, amendment or petition for certiorari; and (iv) that provides, at least, the following: (a) the Purchased Assets will be transferred to Purchaser free and clear of all Liens and all Liabilities of any kind or nature whatsoever, whether at law or in equity, including free and clear of any rights or claims based on theories of transferee or successor liability under any applicable Law, whether arising before or after the filing of the petitions for relief under chapter 11 of the Bankruptcy Code on the Petition Date, save and excepting only those Liabilities expressly assumed by Purchaser in writing under this Agreement and the Transferred Exceptions; (b) Purchaser has acted in “good faith” within the meaning of and is entitled to the protections of section 363(m) of the Bankruptcy Code; (c) this Agreement was negotiated, proposed and entered into by the parties hereto without collusion, in good faith and from arm’s length bargaining positions; and (d) this Agreement and the transactions contemplated hereby may, subject to the terms set forth herein, be specifically enforced against and binding upon, and not subject to rejection or avoidance by any Seller or their respective estates or any chapter 7 or chapter 11 trustee of the Sellers or other representative of their respective estates.

“Seller Material Adverse Effect” means any event, change, effect, condition, state of facts or occurrence (regardless of whether such event, change, effect, condition, state of facts or occurrence constitutes a breach of any representation, warranty or covenant of Sellers hereunder) which has had or would reasonably be expected to have, individually or when considered together with any other events, changes, effects, conditions, states of facts or occurrences, (i) a material adverse effect on or a material adverse change in or to the Purchased Assets, considered as a whole, (ii) a material and adverse effect on the ability of Sellers to consummate the transactions contemplated by this Agreement or perform their obligations under this Agreement or (iii) the effect of preventing or materially delaying the consummation of the transactions contemplated by this Agreement, other than in the case of clauses (i) and (iii) an event, change, effect, condition or occurrence resulting from an Excluded Matter.

“Tax Authority” means any government, or agency, instrumentality or employee thereof, charged with the administration of any Law or regulation relating to Taxes.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, (ii) any item described in clause (i) for which a taxpayer is liable as a transferee or successor, by reason of the regulations under Section 1502 of the Code, or by contract, indemnity or otherwise, and (iii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority in connection with any item described in clause (i) or (ii).

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes (including any attachments thereto or amendments thereof).

“Transferred Exceptions” means (i) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies or commitments of title insurance listed on Schedule 1.1(b), (ii) statutory Liens for Taxes not yet due, (iii) Liens consisting of zoning, entitlement and other land use and environmental regulations by any Governmental Body, (iv) title of a lessor under a capital or operating lease if such lease is a Purchased Contract, and (v) any other imperfections in title, charges, easements, restrictions, licenses and encumbrances that do not materially affect the value, use or transferability of the affected asset or property; provided that, in the case of each of clauses (i) – (v), none of such items secures any Indebtedness or Excluded Liabilities.

Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Allocation Notice of Objection	10.2(a)
Assumed Liabilities	2.3
Avoidance Actions	2.2(f)
Bankruptcy Case	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Cash Amount	3.1(a)
Chapter 11 Deposits	2.2(g)
Closing	4.1
Closing Date	4.1
Company	Preamble
Confidentiality Agreement	8.7
Deposit Amount	3.2
Deposits	2.1(b)(i)
Excluded Assets	2.2
Excluded Liabilities	2.4
Final Allocation Statement	10.2(a)
Necessary Consent	2.6(a)
Owned Real Property	2.1(b)(i)
Periodic Non-Income Taxes	10.3(a)
Petition Date	Recitals
Post-Closing Straddle Period	10.3(b)
Pre-Closing Straddle Period	10.3(b)
Proposed Allocation Statement	10.2(a)
Purchased Assets	2.1(b)
Purchase Price	3.1
Purchaser	Preamble
Related Party	4.6(b)
Seller or Sellers	Preamble
Straddle Period	10.3(b)
Termination Date	4.4(a)

<u>Term</u>	<u>Section</u>
Transfer Taxes	10.1

1.2 Other Definitional and Interpretive Matters. (a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action will be extended to the next succeeding Business Day.

Contracts. Reference to any Contract means such Contract as amended or modified and in effect from time to time in accordance with its terms.

Dollars. Any reference in this Agreement to \$ will mean U.S. dollars.

Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Agreement.

GAAP. Terms used herein which are defined in GAAP are, unless specifically defined herein, used herein as defined in GAAP.

Gender and Number. Any reference in this Agreement to gender will include all genders, and words imparting the singular number only will include the plural and vice versa.

Headings. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any Article, Section, Recital, Exhibit or Schedule are to the corresponding Article, Section, Recital, Exhibit or Schedule of or to this Agreement unless otherwise specified.

Herein. The words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word “including” or any variation thereof means “including, without limitation” and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

Law. Reference to any Law means such Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including any successor legislation thereto and any rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

II. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. (a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will purchase, acquire and accept from the applicable Seller, and each Seller will sell, transfer, convey and deliver to Purchaser, all of such Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens (other than those Liens created by Purchaser and the Transferred Exceptions) and Excluded Liabilities.

(b) The term "Purchased Assets" means all of the following properties, assets and rights of any Seller (other than the Excluded Assets) existing as of the Closing:

(i) all rights of any Seller with respect to the real property described in Schedule 2.1(b)(i), including all facilities, improvements, fixtures and other appurtenances thereto and rights in respect thereof owned by a Seller (the "Owned Real Property");

(ii) all tangible personal property listed on Schedule 2.1(b)(ii) owned by a Seller that is located on or at the Owned Real Property (collectively, the "Tangible Personal Property");

(iii) all warranties, guarantees and similar rights related to the Purchased Assets, including warranties and guarantees made by suppliers, manufacturers and contractors under the Purchased Assets; and

(iv) all rights, claims, causes of action and credits owned by a Seller to the extent relating to any Purchased Asset or Assumed Liability, including any such item arising under any guarantee, warranty, indemnity, right of recovery, right of set-off or similar right in favor of such Seller in respect of any Purchased Asset or Assumed Liability.

2.2 Excluded Assets. Nothing herein contained will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers will retain all right, title and interest to, in and under the Excluded Assets. The term "Excluded Assets" means all assets, properties and rights of any Seller other than the Purchased Assets, including:

- (a) all cash and cash equivalents;
- (b) all accounts receivable;
- (c) all rights, claims, causes of action and credits to the extent relating to any Excluded Asset or Excluded Liability, including any such item to the extent arising under any guarantee, warranty, indemnity or similar right in favor of a Seller in respect of an Excluded Asset or Excluded Liability;
- (d) any shares of capital stock or other equity interest of any of the Sellers or any of their subsidiaries or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any of the Sellers or any of their subsidiaries;
- (e) any minute books, stock ledgers, corporate seals and stock certificates of Sellers or any of their subsidiaries, and other similar books and records that Sellers are required by Law to retain or that Sellers determine are necessary or advisable to retain, including Tax Returns and financial statements; provided, however, that Purchaser will have the right to make copies of any portions of such retained books and records that relate to the Purchased Assets;
- (f) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code, including any proceeds thereof (collectively, the "Avoidance Actions"), except as provided in Section 2.1(b)(ix);
- (g) all postpetition adequate assurance deposits provided to utilities and any deposits provided to suppliers or service providers to Sellers on a prepetition or postpetition basis (collectively, the "Chapter 11 Deposits") unless specifically provided for under a Purchased Contract, in which case it will be a Purchased Asset;
- (h) refunds, credits and rebates of Taxes for any period or portion thereof prior to or ending on the Closing Date; and
- (i) all rights in or to assets leased by Sellers.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser will assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms, the following Liabilities existing as of the Closing Date (collectively, the "Assumed Liabilities"):

(a) all Liabilities arising from the ownership or operation of the Purchased Assets by Purchaser after the Closing; and

(b) subject to Section 10.1, 50% of any Transfer Taxes; and

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Purchaser will not assume and will be deemed not to have assumed, and Sellers will remain liable with respect to, the Excluded Liabilities. "Excluded Liabilities" means any and all Liabilities of Sellers arising out of, relating to or otherwise in respect the Purchased Assets prior to the Closing, and all other Liabilities of any Seller, other than the Assumed Liabilities.

2.5 Non-Assignment of Assets. (a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset if (i) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto (each such action, a "Necessary Consent"), would constitute a breach, default or violation thereof or of any Law or Order or in any way adversely affect the rights of Purchaser thereunder and (ii) the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and Sellers and Purchaser will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Purchaser as Purchaser may reasonably request; provided, however, that Sellers will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or legal proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if an attempted assignment or transfer thereof would be ineffective or would adversely affect the rights of Purchaser to such Purchased Asset following the Closing, the Sellers and Purchaser will cooperate in a mutually agreeable arrangement, to the extent feasible and at no expense to such Seller, under which Purchaser would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing, or sub-leasing to Purchaser, or under which the applicable Seller would enforce for the benefit of Purchaser all of its rights thereunder and with Purchaser assuming such Seller's obligations and any and all rights of such Seller against a third party thereto.

(b) Subject to Section 2.5(a), if after the Closing (i) Purchaser holds any Excluded Assets or Excluded Liabilities or (ii) any Seller holds any Purchased Assets or Assumed Liabilities, Purchaser or the applicable Seller, will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other party. Prior to any such transfer, the party receiving or possessing any such asset will hold it in trust for such other party.

2.6 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Purchaser will, and will cause their respective Affiliates to, execute,

acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to each Seller and its Affiliates and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the transactions contemplated hereby; provided, that nothing in this Section 2.6 will require Purchaser or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities.

III. CONSIDERATION; ADJUSTMENT

3.1 Consideration. The aggregate consideration for the Purchased Assets (the "Purchase Price") will be:

- (a) \$690,000 in cash (the "Cash Amount"); and
- (b) the assumption of the Assumed Liabilities.

3.2 Purchase Price Deposit. Prior to the execution of this Agreement, Purchaser has deposited with the Company into a segregated bank account the sum of \$91,650 (the "Deposit Amount"), which will be released by the Company and delivered (together with all accrued investment income thereon and any other earnings in respect thereto) to Purchaser or the Company as follows:

- (a) if the Closing occurs, the Deposit Amount and all accrued investment income thereon and any other earnings in respect thereto will be delivered to the Company and applied towards the amount payable by Purchaser under Section 3.3 hereof;
- (b) if this Agreement is terminated by Sellers pursuant to Section 4.4(d), the Deposit Amount, together with all accrued investment income thereon and any other earnings in respect thereto, will be delivered to the Company; and
- (c) if this Agreement is terminated for any reason other than by Sellers pursuant to Section 4.4(d), the Deposit Amount, together with all accrued investment income thereon and any other earnings in respect thereto, will be returned to Purchaser.

3.3 Payment of Purchase Price. On the Closing Date, Purchaser will pay to the Sellers, in immediately available funds to the account or accounts designated by the Company, the Cash Amount less the Deposit Amount and all accrued investment income thereon.

3.4 Apportionments. (a) The following ordinary course costs and expenses (and credits therefor to the extent paid prior to the Closing Date) to the extent related to Owned Real Property for a period that begins prior to the Closing Date and ends after

the Closing Date, are to be apportioned between Sellers, on the one hand, and Purchaser, on the other hand, as of 11:59 P.M. local time on the Closing Date:

(i) annual utility assessments, water meter charges, and sewer rents, if any, on the basis of the year for which assessed; and

(ii) charges and fees payable for telephone services, water, heat, steam, electric power, gas and other utilities, at the price charged by the suppliers, including any taxes thereon and based upon applicable meter readings, where available, made on or immediately prior to or immediately after the Closing Date.

(b) If, after apportioning the foregoing expenses, a party has borne more than its allocable share of such expenses, the other parties will promptly make the appropriate compensating payment(s) to such party.

IV. CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 9.1, 9.2 and 9.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") will take place at Jones Day, 2727 North Harwood Street, Dallas, Texas, 75201 at 9:00 a.m. (Central time) on the date that is two Business Days following the satisfaction or waiver of the conditions set forth in Article IX (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place and time as the parties hereto may designate in writing. The date on which the Closing is held is referred to in this Agreement as the "Closing Date."

4.2 Deliveries by Sellers. At the Closing, Sellers will deliver to Purchaser:¹

(a) one or more duly executed bills of sale in a form to be agreed upon by the parties hereto;

(b) duly executed special or limited warranty deeds conveying title to the Owned Real Property in recordable form;

(c) the officers certificate required to be delivered pursuant to Sections 9.1(a) and 9.1(b);

(d) affidavits executed by each Seller that such Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code; and

(e) all other deeds, endorsements, assignments and other instruments of conveyance and transfer, reasonably requested by Purchaser, to convey and assign the Purchased Assets to Purchaser and vest title therein in Purchaser.

¹ Note to Bidder: Bidder to delete inapplicable deliverables.

4.3 Deliveries by Purchaser. At the Closing, Purchaser will deliver to the Company:

- (a) the consideration specified in Section 3.3 hereof;
- (b) the officers certificate required to be delivered pursuant to Sections 9.2(a) and 9.2(b); and
- (c) all such other documents, instruments and certificates, reasonably requested by Sellers, to evidence the assumption by Purchaser of the Assumed Liabilities.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

- (a) by Purchaser or a Seller, if the Closing has not occurred by 4:00 p.m. Central time on April 10th, 2015 (the "Termination Date"); provided, however, that if the Closing has not occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or a Seller, then Purchaser or a Seller, respectively, may not terminate this Agreement pursuant to this Section 4.4(a);
- (b) by mutual written consent of Sellers and Purchaser;
- (c) by Purchaser, if Sellers breach any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 9.1 or 9.3 and such breach has not been cured by the earlier of (i) 10 Business Days after the giving of written notice by Purchaser to Sellers of such breach and (ii) the Termination Date; provided, that Purchaser is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement;
- (d) by Sellers, if Purchaser breaches any representation or warranty or any covenant or agreement contained in this Agreement, such breach would result in a failure of a condition set forth in Sections 9.2 or 9.3 and such breach has not been cured by the earlier of (i) 10 Business Days after the giving of written notice by Sellers to Purchaser of such breach and (ii) the Termination Date; provided, that no Seller is then in material breach of any representation, warranty, covenant or agreement contained in this Agreement; and
- (e) by Sellers or Purchaser if there is in effect a final non-appealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that the parties hereto will promptly appeal any adverse determination which is not non-appealable and pursue such appeal with reasonable diligence unless and until this Agreement is terminated pursuant to this Section 4.4.

4.5 Procedure Upon Termination. In the event of termination pursuant to Section 4.4, the terminating party will give written notice thereof to the other party or parties, and this Agreement will terminate as described in Section 4.6, and the purchase of the Purchased Assets hereunder will be abandoned, without further action by Purchaser or Sellers.

4.6 Effect of Termination. In the event that this Agreement is terminated as provided herein, then each of the parties hereto will be relieved of its duties and obligations arising under this Agreement after the date of such termination and there will be no liability or obligation on Purchaser, any Seller or any of their respective Representatives; provided, however, that the provisions of Section 3.2, this Section 4.6 and Article XI (other than Section 11.3) and, to the extent necessary to effectuate the foregoing enumerated provisions, Section 1.1 hereof, will survive any such termination and will be enforceable hereunder; provided, further, that nothing in this Section 4.6 will be deemed to release any party from liability for any breach of this Agreement prior to termination.

V. REPRESENTATIONS AND WARRANTIES OF SELLERS

The Sellers hereby jointly and severally represent and warrant to Purchaser that:

5.1 Organization and Good Standing. Each Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, subject to the limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each Seller is duly qualified or licensed to do business in each jurisdiction in which the actions to be performed hereunder or in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary for the operation of the Sellers' business as now conducted, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

5.2 Authorization of Agreement. Subject to entry of the Sale Order and such other authorization as is required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its respective obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate or similar action on the part of each Seller. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party has been duly and validly executed and delivered, and each agreement, document or instrument contemplated hereby or thereby to be delivered at or prior to Closing will be duly and validly executed and delivered, by the applicable Seller and (assuming the due authorization, execution and delivery by the other parties

hereto and the entry of the Sale Order) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party constitutes legal, valid and binding obligations of each applicable Seller enforceable against such Seller in accordance with its respective terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties. (a) Except as set forth on Schedule 5.3(a), the execution and delivery by each Seller of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party, the consummation of the transactions contemplated hereby and thereby and compliance by such Seller with any of the provisions hereof do not and will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of any Seller to make any payment under or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the Purchased Assets or cancellation under any provision of (i) the certificate of incorporation and by-laws or comparable organizational documents of such Seller, (ii) subject to entry of the Sale Order, any Order, or (iii) subject to entry of the Sale Order, any applicable Law, other than, in the case of clauses (ii) and (iii), such conflicts, violations, defaults, terminations or cancellations that would not, individually or in the aggregate, have or reasonably be expected to have, a Seller Material Adverse Effect.

(b) Except as set forth on Schedule 5.3(b) and except to the extent not required if the Sale Order is entered, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of any Seller in connection with the execution and delivery of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which any Seller is a party, the compliance by Sellers with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking by Sellers of any other action contemplated hereby or thereby (with or without notice or lapse of time, or both), except for (i) compliance with the applicable requirements of the HSR Act, (ii) the entry of the Sale Order, and (iii) immaterial consents, waivers, approvals, Orders, authorizations, declarations, filings and notifications.

5.4 Real Property.

(a) Schedule 5.4(a)(i) sets forth the legal descriptions of the Owned Real Property. Sellers have good and marketable and insured fee simple title to the Owned Real Property, free and clear of all Liens (except for Permitted Exceptions). Except as set forth on Schedule 5.4(a)(ii), none of the Owned Real Property is subject to any leases or tenancies or other rights of occupancy. To the Knowledge of Sellers, as of the date of this Agreement, no Seller has received notice that any of the improvements comprising the Owned Real Property or the business conducted by

Sellers thereon is in violation of any use or occupancy restriction, limitation, easement, condition or covenant of record or Law, other than with respect to such violations as would not, individually or in the aggregate, have or reasonably be expected to have, a Seller Material Adverse Effect. To the Knowledge of Sellers, as of the date of this Agreement, there are no physical defects in the buildings located at any of the Owned Real Property which would interfere with the use and operation of the Owned Real Property as currently used and operated, other than with respect to such defects as would not, individually or in the aggregate, have or reasonably be expected to have, a Seller Material Adverse Effect.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect: (i) as of the date of this Agreement, there is no pending or, to the Knowledge of Sellers, threatened condemnation proceeding, administrative action or judicial proceeding or Legal Proceeding of any type relating to the Owned Real Property or other matters affecting adversely the current use, occupancy or value of the Owned Real Property; (ii) the Owned Real Property does not serve any adjoining property for any purpose inconsistent with the use of the Owned Real Property, and, to the Knowledge of Sellers, the Owned Real Property is not located within any flood plain or subject to any similar type of restriction for which any permits or licenses necessary to the use thereof have not been obtained; and (iii) the current use of the Owned Real Property by Sellers does not violate any instrument of record or agreement affecting the Owned Real Property or any applicable Law.

5.5 Title to Purchased Assets. Sellers own the Purchased Assets free and clear of all Liens (other than Permitted Exceptions) and, subject to the entry of the Sale Order, at the Closing, Purchaser will be vested with good and valid title to such Purchased Assets, free and clear of all Liens (other than Transferred Exceptions) and Excluded Liabilities, to the fullest extent permissible under Law, including Section 363(f) of the Bankruptcy Code.

5.6 Litigation. Except as set forth on Schedule 5.6 and except for Legal Proceedings that do not have and would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, as of the date of this Agreement, there are no Legal Proceedings pending or, to the Knowledge of Sellers, threatened against any Seller that involve or relate to any of the transactions contemplated by this Agreement or affect any of the Purchased Assets that would reasonably be expected to adversely affect the ownership or use by Purchaser of the Purchased Assets after the Closing.

5.7 Environmental Matters. Except as set forth on Schedule 5.7, as of the date of this Agreement, (a) with respect to the Purchased Assets, no Seller is the subject of any outstanding Order nor has any Seller received any written notice, complaint or inquiry from any Governmental Body or any other Person respecting (i) Environmental Laws or Hazardous Materials or (ii) a Remedial Action, (b) there is no investigation, Legal Proceeding pending, or, to the Knowledge of Sellers, threatened that could reasonably be expected to result in Sellers incurring any material Liability

pursuant to any applicable Environmental Law in connection with the Purchased Assets, (c) to the Knowledge of Sellers, there has been no Release of Hazardous Materials and no Person has been exposed to Hazardous Materials at, to, on, under or from the Owned Real Property in a manner that could result in material Liability to any Seller under Environmental Laws, and (d) Sellers are and have been in material compliance with Environmental Laws with respect to the Owned Real Property. Sellers have delivered or made available to Purchaser copies of all reports, assessments or tests with respect to compliance of the Owned Real Property with any Environmental Laws or the presence or Release of Hazardous Material which are in the possession of any Seller, as of the date of this Agreement. This Section 5.7 represents the sole and exclusive representation and warranty of Sellers in this Agreement regarding Environmental Laws.

5.8 Financial Advisors. Sellers have not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement or the transactions contemplated hereby or thereby for which Purchaser is or will become liable, and Sellers shall indemnify and hold harmless Purchaser from any claims with respect to any such fees or commissions.

5.9 No Other Representations or Warranties; Schedules. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), none of Sellers nor any other Person makes any other express or implied representation or warranty with respect to Sellers, the Purchased Assets, the Assumed Liabilities or the transactions contemplated by this Agreement, and each Seller disclaims any other representations or warranties, whether made by Sellers, any Affiliate of Sellers, or any of Sellers' or their Affiliates' respective Representatives. Except for the representations and warranties contained in this Article V (as modified by the Schedules hereto), each Seller (a) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Purchaser or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Purchaser by any Representative of Sellers or any of its Affiliates). Sellers make no representations or warranties to Purchaser regarding the probable success or profitability of the Purchased Assets or the use thereof. The disclosure of any matter or item in any schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter could result in a Seller Material Adverse Effect.

VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers that:

6.1 Organization and Good Standing. Purchaser is an entity duly organized, validly existing and in good standing under the laws of the state of its organization.

6.2 Authorization of Agreement. Purchaser has the requisite power and authority to execute and deliver this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate or similar action on the part of Purchaser. This Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party has been duly and validly executed and delivered, and each agreement, document or instrument contemplated hereby or thereby to be delivered at or prior to closing will be duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party constitutes legal, valid and binding obligations of Purchaser enforceable against it in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 Conflicts; Consents of Third Parties. (a) The execution and delivery by Purchaser of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the consummation of the transactions contemplated hereby and thereby, or compliance by Purchaser with any of the provisions hereof or thereof do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the certificate of incorporation and by-laws or comparable organizational documents of Purchaser, (ii) any Contract to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound, (iii) any Order, or (iv) any applicable Law, other than, in the case of clauses (ii), (iii) and (iv), such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

(b) No consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Purchaser in connection with the execution and delivery of this Agreement and each other agreement, document or instrument contemplated hereby or thereby to which Purchaser is a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, the taking by Purchaser of any other action contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the entry

of the Sale Order, and (iii) immaterial consents, waivers, approvals, Orders, authorizations, declarations, filings and notifications.

6.4 Litigation. There are no Legal Proceedings pending or, to the knowledge of Purchaser, threatened against Purchaser, or to which Purchaser is otherwise a party before any Governmental Body, which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect. Purchaser is not subject to any Order except to the extent the same would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect.

6.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

6.6 Financial Capability. Purchaser has sufficient funds in cash to pay the Purchase Price and the fees and expenses required to be paid by Purchaser in connection with the transactions contemplated by this Agreement, and to effect the transactions contemplated by this Agreement. Upon the consummation of the transactions contemplated hereby, (a) Purchaser will not be insolvent as defined in Section 101 of the Bankruptcy Code, (b) Purchaser will not be left with unreasonably small capital, (c) Purchaser will not have incurred debts beyond its ability to pay such debts as they mature, and (d) the capital of Purchaser will not be impaired.

6.7 Condition of the Purchased Assets. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that Sellers are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by Sellers in Article V (as modified by the Schedules hereto), and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Purchased Assets are being transferred on a “where is” and, as to condition, “as is” basis. Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Purchased Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied on the results of its own independent investigation.

VII. BANKRUPTCY COURT MATTERS

7.1 Bankruptcy Court Filings. Sellers will file with the Bankruptcy Court a motion seeking entry of the Sale Order. Sellers will thereafter pursue diligently the entry of the Sale Order, and Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code. In the event that the entry of the Bidding Procedures Order or the Sale Order is appealed or a stay pending appeal is sought, Sellers will oppose the appeal or the stay pending appeal and seek the

dismissal of any appeal (including a petition for certiorari, motion for rehearing, reargument, reconsideration or revocation). Sellers will provide Purchaser at least 24 hours' notice in advance of filing with the Bankruptcy Court or any appellate court any motion, brief, notice, proposed order, amendment, supplement or other pleading that Sellers propose to file in the Bankruptcy Court relating to the transactions contemplated by this Agreement. Sellers will give Purchaser reasonable advance notice of any hearings regarding the motions required to obtain the issuance of the Sale Order and Purchaser will have the right to attend and seek to be heard at any such hearings.

VIII. COVENANTS

8.1 Access to Information. From the date hereof through the Closing Date, Purchaser will be entitled, through its Representatives, to make such investigation of the Purchased Assets and the Assumed Liabilities as it reasonably requests. Any such investigation and examination will be conducted upon reasonable advance notice and under reasonable circumstances and will be subject to restrictions under applicable Law. Sellers will direct and use their best efforts to cause their respective Representatives to cooperate with Purchaser and Purchaser's Representatives in connection with such investigation and examination, and Purchaser and its Representatives will cooperate with Sellers and their Representatives. Notwithstanding anything herein to the contrary, no such investigation or examination will be permitted to the extent that it would require Sellers to disclose information that would cause material competitive harm to a Seller or would violate attorney-client privilege. No investigation by Purchaser prior to or after the date of this Agreement will affect or be deemed to modify any of the representations, warranties, covenants or agreements of Sellers contained in this Agreement. Sellers will promptly deliver to Purchaser all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in any other judicial or administrative proceeding related to the Purchased Assets and the transactions contemplated by this Agreement.

8.2 Actions Pending the Closing. Except (i) as required by applicable Law or by order of the Bankruptcy Court, (ii) as otherwise expressly contemplated by this Agreement, or (iii) with the prior written consent of Purchaser, during the period from the date of this Agreement to and through the Closing Date, Sellers will:

- (a) maintain the Purchased Assets in their current condition, ordinary wear and tear excepted;
- (b) take reasonable actions to defend and protect the Purchased Assets from infringement or deterioration; and
- (c) comply with applicable Laws other than with respect to the failure of such compliance as would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect.

8.3 Consents. Sellers and Purchaser will use their commercially reasonable efforts to obtain at the earliest practicable date all consents and approvals contemplated

by this Agreement, including the consents and approvals referred to in Section 5.3(b) and the Necessary Consents; provided, however, that none of Sellers or Purchaser will be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or proceedings to obtain any such consent or approval.

8.4 Further Assurances. Subject to the other provisions of this Agreement, each of Purchaser and each Seller will use its commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement, (ii) provide the other parties hereto with reasonable cooperation and take such actions as such other parties may be reasonably request in connection with the consummation of the transactions contemplated by this Agreement, (iii) following the Closing, execute and deliver such additional documents, instruments, assignments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, and (iv) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement. Without limiting the foregoing, each of Purchaser and Sellers will use its commercially reasonable efforts to defend any Legal Proceedings which would prevent the condition to Closing described in Section 9.3(a) from being satisfied, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Body with respect thereto vacated or reversed, and will cooperate with each other in connection with the foregoing.

8.5 Publicity. The initial press release concerning this Agreement and the transactions contemplated hereby will be in substantially the form previously agreed by Purchaser and the Company. Prior to the Closing, none of the parties hereto will issue any press release concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of Purchaser and the Company, which approval will not be unreasonably withheld, conditioned or delayed, unless, in the sole judgment of Purchaser or the Company, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided, however, that the party intending to make such release uses its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof. After the Closing, the parties hereto may issue public announcements regarding the transactions contemplated hereby so long as such announcements, in the case of announcements made by Sellers, do not disclose the specific terms or conditions of this Agreement except where such terms and conditions have already been disclosed as required by Law, applicable stock exchange regulation or in filings that any Seller has made in the Bankruptcy Court; provided, however, that the issuing party will use its commercially reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

8.6 Confidentiality. Purchaser acknowledges that Confidential Information (as defined in the Confidentiality Agreement) has been, and in the future will be, provided to

it in connection with this Agreement, including under Section 8.1, and is subject to the terms of the confidentiality agreement between the Company and Purchaser (the “Confidentiality Agreement”), the terms of which are incorporated herein by reference. Purchaser acknowledges and understands that this Agreement may be publicly filed in the Bankruptcy Court and further made available by Sellers to prospective bidders and that, except as prohibited herein, such disclosure will not be deemed to violate any confidentiality obligations owing to Purchaser, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise. Effective upon, and only upon, the Closing, the Confidentiality Agreement will terminate. Sellers acknowledge that from and after the Closing, all non-public information relating to the Purchased Assets and the Assumed Liabilities, will be valuable and proprietary to Purchaser and its Affiliates. Sellers agree that, from and after the Closing, no Seller will disclose to any Person any information relating to Purchaser and its Affiliates, the Purchased Assets or the Assumed Liabilities, except as required by Law or as otherwise becomes available in the public domain other than through any action by any Seller in violation of its obligations under this Section 8.6. Sellers acknowledge and agree that the remedies at law for any breach or threatened breach of this Section 8.6 by any Seller are inadequate to protect Purchaser and its Affiliates and that the damages resulting from any such breach are not readily susceptible to being measured in monetary terms. Accordingly, without prejudice to any other rights or remedies otherwise available to Purchaser or its Affiliates, each party acknowledges and agrees that upon any breach or threatened breach by a Seller of the terms and conditions of this Section 8.6, Purchaser and its Affiliates, as applicable will be entitled to immediate injunctive relief and to seek an order restraining any threatened or future breach from any court of competent jurisdiction without proof of actual damages or posting of any bond in connection with any such remedy. The provisions of this Section 8.6 will survive the Closing.

8.7 Removal of Inventory. Purchaser acknowledges that, upon the Closing, the Owned Real Property will contain inventory owned by Seller and/or its Affiliates. During the 90 days following the Closing, the Purchaser will give Seller and its representatives access to the Owned Real Property at reasonable times and upon reasonable prior notice in order to permit Seller and its representatives to remove such inventory.

IX. CONDITIONS TO CLOSING

9.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Sellers contained in this Agreement that are not qualified by materiality or Seller Material Adverse Effect or similar qualification shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of

such earlier date, and the representations and warranties of Sellers contained in this Agreement that are qualified by materiality or Seller Material Adverse Effect or similar qualification shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date, and Purchaser shall have received a certificate signed by an authorized officer of each Seller on behalf of such Seller, dated the Closing Date, to the foregoing effect;

(b) Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to or on the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of each Seller on behalf of such Seller, dated the Closing Date, to the foregoing effect; and

(c) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.2.

9.2 Conditions Precedent to Obligations of Sellers. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Sellers in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser contained in this Agreement that are not qualified by materiality or Purchaser Material Adverse Effect or similar qualification shall be true and correct in all material respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and the representations and warranties of Purchaser contained in this Agreement that are qualified by materiality or Purchaser Material Adverse Effect or similar qualification shall be true and correct in all respects on and as of the Closing, except to the extent expressly made as of an earlier date, in which case such representations and warranties shall be true and correct in all respects as of such earlier date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser on behalf of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by Purchaser prior to or on the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser on behalf of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Purchaser shall have delivered to Sellers all of the items set forth in Section 4.3.

9.3 Conditions Precedent to Obligations of Purchaser and Sellers. The respective obligations of Purchaser and Sellers to consummate the transactions

contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and

(b) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be in full force and effect and not subject to stay.

9.4 Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Sections 9.1, 9.2 or 9.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement.

X. TAXES

10.1 Transfer Taxes. All documentary, stamp, transfer, motor vehicle registration, sales, use, excise and other similar non-income Taxes and all filing and recording fees (and any penalties and interest associated with such Taxes and fees) arising from or relating to the consummation of the transactions contemplated by this Agreement (collectively, "Transfer Taxes") will be borne 50% by Purchaser and 50% by Sellers, regardless of the party on whom liability is imposed under the provisions of the Laws relating to such Transfer Taxes, except that all motor vehicle registration, transfer or other similar Taxes (and all recording or filing fees) will be borne 100% by Purchaser. Sellers and Purchaser will consult and cooperate in timely preparing and making all filings, Tax Returns, reports and forms as may be required to comply with the provisions of the Laws relating to such Transfer Taxes and will cooperate and otherwise take commercially reasonable efforts to obtain any available refunds for or exemptions from such Transfer Taxes, including preparing exemption certificates and other instruments as are applicable to claim available exemptions from the payment of Transfer Taxes under applicable Law and executing and delivering such affidavits and forms as are reasonably requested by the other party. Notwithstanding anything contained in this Agreement to the contrary, any Transfer Taxes arising from Purchaser's failure to provide to Sellers valid completed exemption certificates and other instruments, to obtain any documentation or to complete any registration necessary to qualify for any exemption from the imposition of, or refund or reduction of, Transfer Taxes will be borne 100% by Purchaser.

10.2 Purchase Price Allocation.

(a) As promptly as practicable after the Closing Date, but no later than 90 days thereafter, Purchaser will prepare and deliver to Sellers, an allocation schedule setting forth the amounts to be allocated among Sellers and among the Purchased Assets of each Seller, pursuant to (and to the extent necessary to comply with) Section 1060 of the Code and the applicable regulations promulgated thereunder (or, if applicable, any similar provision under state, local or foreign Law or regulation) (the

“Proposed Allocation Statement”). Sellers will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an “Allocation Notice of Objection”) of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of their objections. If Sellers fail to deliver an Allocation Notice of Objection in accordance with this Section 10.2(a) the Proposed Allocation Schedule will be conclusive and binding on all parties hereto and will become the “Final Allocation Statement”. If Sellers submit an Allocation Notice of Objection, then for 20 Business Days after the date Purchaser receives the Allocation Notice of Objection, Purchaser and Sellers will use their commercially reasonable efforts to agree on the allocations. Failing such agreement within 20 Business Days of such notice, the unresolved allocations will be submitted to an independent, internationally-recognized accounting firm mutually agreeable to Purchaser and Sellers, which firm will be instructed to determine its best estimate of the allocation schedule based on its determination of the unresolved allocations and provide a written description of the basis for its determination within 45 Business Days after submission, such written determination to be final, binding and conclusive. The fees and expenses of such accounting firm will be apportioned among Sellers and Purchaser equally.

(b) Sellers and Purchaser and their respective Affiliates will report, act, and file Tax Returns (including, but not limited to IRS Form 8594) in all respects and for all purposes consistent with such allocation as determined pursuant to this Section 10.2. Neither Sellers nor Purchaser will take any position (whether in audits, tax returns, or otherwise) that is inconsistent with such allocation unless required to do so by applicable Law.

10.3 Certain Periodic Non-Income Taxes.

(a) With respect to any real or personal property or other periodic Taxes not based on income or receipts (“Periodic Non-Income Taxes”) that are assessed on, or in respect of, the Purchased Assets and attributable to any period that begins after the Closing Date, if any Seller pays such Periodic Non-Income Taxes, as promptly as practicable after delivery to Purchaser of proof of such payment, Purchaser will pay to such Seller the amount of such Periodic Non-Income Taxes paid by Seller. With respect to any Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to any period that ends on or prior to the Closing Date, if Purchaser pays such Periodic Non-Income Taxes, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Purchaser the amount of such Periodic Non-Income Taxes paid by Purchaser, but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement.

(b) With respect to any Periodic Non-Income Taxes that are assessed on, or in respect of, the Purchased Assets and attributable to any period which includes but does not end on the Closing Date (a “Straddle Period”): (i) if any Seller pays such Periodic Non-Income Taxes, as promptly as practicable after delivery to Purchaser of proof of such payment, Purchaser will pay to such Seller the amount of such Periodic Non-Income Taxes paid by such Seller that are attributable to the portion of such

Straddle Period beginning after the Closing Date (the “Post-Closing Straddle Period”); and (ii) if Purchaser pays such Periodic Non-Income Taxes, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Purchaser the amount of such Periodic Non-Income Taxes paid by Purchaser that are attributable to the portion of such Straddle Period up to and including the Closing Date (the “Pre-Closing Straddle Period”), but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement. For purposes of this Section 10.3(b), the amount of Periodic Non-Income Taxes attributable to a Pre-Closing Straddle Period will be based upon the ratio of the number of days in the Pre-Closing Straddle Period to the total number of days in the Straddle Period, and the amount of Periodic Non-Income Taxes attributable to a Post-Closing Straddle Period will be based upon the ratio of the number of days in the Post-Closing Straddle Period to the total number of days in the Straddle Period.

(c) The party that has the primary obligation to do so under applicable Law will timely pay to the applicable Governmental Body any Periodic Non-Income taxes covered by this Section 10.3.

10.4 Cooperation and Audits. Purchaser, its Affiliates and Sellers will cooperate fully with each other regarding Tax matters (including the execution of appropriate powers of attorney) and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

XI. MISCELLANEOUS

11.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement will not survive the Closing hereunder, and none of the parties hereto will have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each party hereto will be liable to the other after the Closing for any breach thereof.

11.2 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each of Sellers and Purchaser will bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby and all proceedings incident thereto.

11.3 Injunctive Relief.

(a) The parties hereto agree that irreparable damages would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any party hereto will be entitled to injunctive relief to prevent any such breach, and to specifically enforce specifically the terms and provisions of this Agreement, including without limitation specific performance of such covenants, promises or agreements or an order enjoining a party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement. The rights set forth in this Section 11.3 will be in addition to any other rights which a party hereto may have at law or in equity pursuant to this Agreement.

(b) The parties hereto hereby agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by Purchaser or the Sellers, as applicable, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the respective covenants and obligations of the Purchaser or the Sellers, as applicable, under this Agreement all in accordance with the terms of this Section 11.3.

11.4 Submission to Jurisdiction; Consent to Service of Process. (a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court for such purposes and will receive notices at such locations as indicated in Section 11.8 hereof; provided, however, that if the Bankruptcy Cases have been closed pursuant to Section 350 of the Bankruptcy Code, the parties hereto agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Action in the United States District Court for the District of Delaware) and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 11.8; provided, however, that such service will not be effective until the actual receipt thereof by the party being served.

11.5 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

11.6 Entire Agreement; Amendments and Waivers. This Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions and agreements between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party hereto, will be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

11.8 Notices. All notices and other communications under this Agreement will be in writing and will be deemed given (i) when delivered personally by hand, (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Sellers, to:

RadioShack Corporation
300 RadioShack Circle
Fort Worth, Texas 76102
Attention: Robert Donohoo, Vice President
and General Counsel
Email:
Robert.Donohoo@radioshack.com Facsimile:

With a copy (which will not constitute notice) to:

Jones Day
2727 N. Harwood Street
Dallas, TX 75201
Facsimile: (214) 969-5100
Attention: Mark E. Betzen
Email: mbetzen@jonesday.com

If to Purchaser, to:

KPI Concepts Incorporated
1415 West Mt Pleasant
West Burlington, IA 52655
Attention: Kevin Mueller
Email: kmueller@kpiconcepts.com

11.9 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11.10 Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents will be void, provided, however, that (a) Purchaser may assign some or all of its rights or delegate some or all of its obligations hereunder to one or more Affiliates and (b) Sellers may assign some or all of their rights or delegate some or all of their obligations hereunder to successor entities (including any liquidating trust) pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court. No assignment of any obligations hereunder will relieve the parties hereto of any such obligations. Upon any such permitted

assignment, the references in this Agreement to Sellers or Purchaser will also apply to any such assignee unless the context otherwise requires.

11.11 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner or equityholder of the parties to this Agreement will have any liability for any obligations or liabilities of Sellers or Purchaser, as applicable, under this Agreement or any agreement entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. Any claim or cause of action based upon, arising out of, or related to this Agreement or any agreement, document or instrument contemplated hereby may only be brought against Persons that are expressly named as parties hereto or thereto, and then only with respect to the specific obligations set forth herein or therein. Other than the parties hereto, no other Person will have any liability or obligation for any of the representations, warranties, covenants, agreements, obligations or liabilities of any party hereto under this Agreement or the agreements, documents or instruments contemplated hereby or of or for any Legal Proceeding based on, in respect of, or by reason of, the transactions contemplated hereby or thereby (including the breach, termination or failure to consummate such transactions), in each case whether based on contract, tort, fraud, strict liability, other Laws or otherwise and whether by piercing the corporate veil, by a claim by or on behalf of a party hereto or another Person or otherwise. In no event will any Person be liable to another Person for any remote, speculative or punitive damages with respect to the transactions contemplated hereby.

11.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of March 26, 2015.


PURCHASER:

KPI Concepts Incorporated

By:  3-26-2015
Name: Craig Upton
Title: President

COMPANY:


RadioShack Corporation

By: 
Name: Mr Robert C. Donohoe
Title: VP & General Counsel

OTHER SELLER:

TE Electronics LP

By: RadioShack Corporation, its General Partner

By: 
Name: Mr Robert C. Donohoe
Title: VP & General Counsel

**SCHEDULES
TO THE
PURCHASE AGREEMENT
DATED AS OF MARCH 26, 2015
BY AND AMONG
RADIOSHACK CORPORATION
AND
THE OTHER SELLERS SIGNATORY THERETO
AND
KPI CONCEPTS INCORPORATED**

These Schedules (the “Schedules”) are being delivered in connection with that certain Purchase Agreement (the “Agreement”), made and entered into as of March 26, 2015, by and among RadioShack Corporation, a Delaware corporation (the “Company”), the Company’s subsidiaries listed on the signature pages thereto (collectively, “Sellers” and each individually a “Seller”) and KPI Concepts Incorporated (“Purchaser”). Any item disclosed in any particular part of these Schedules will be deemed to be disclosed with respect to any other Section and paragraph of the Agreement to the extent its relevance or appropriateness is reasonably apparent on its face, and to the extent of any cross-references and the like. Capitalized terms used in these Schedules and not otherwise defined herein shall have the meanings given to such terms in the Agreement. Each of the Schedules contained herein relate directly to the section of the Agreement referenced.

Schedule 1.1(a)
Knowledge of Sellers

Robert Donohoo

Schedule 1.1(b)
Title Exceptions

Title Policy M-9320-003695473, dated December 16, 2013, issued by Stewart Title Guaranty Company.

Schedule 2.1(b)(i)
Owned Real Property

AntennaCraft facilities, located at 1719 West Mount Pleasant, West Burlington, Iowa

Schedule 2.1(b)(ii)
Tangible Personal Property

Attached.

Antennacraft
 Burlington, IA
 1719 W. Mt. Pleasant St
 West Burlington
 Iowa, 52655

Department /Area	MFG	Description	Make	Serial	Qty
INDUSTRIAL MACHINES	Milford	Rivet machine	S-423		15
	Milford	Rivet machine	423		28
	Milford	Rivet machine	423 Rev5		2
	Milford	Spring Rivet machine			1
	Chicago	Chicago Rivet machine	912		10
		Wing Punch			3
	GC Patterson Mach Co	Wire Milling machine	1-AM-CM	528-71	2
	Ardcor	Tube Machine	1-F		3
	Yoder				3
	Nor				1
	Cleco	Screwdriver Balance Arm	SBA-18		16
	Edward Segal	Pinch Point Eyelet	#83	5008	2
	Press Rite	Spring Press	0 7761		1
	Stimpson	Rivet machine	TDP		1
	Weber	Screw Machine	1994, 95,95,96	HSP-31/ZSB-242	4
		Boom Saw / Boom Cradle punch			1
	Oliver	WAA Saw	LS2010 9F		1
	Dreis & Krump	WAA Brake Press	48678		1
	Haeger		HP6-B	1766	1
	Bliss	Punch Press	C35		1
	Bliss	Straightner			1
		Decoiler			8
		250 LB Hoist			3
		1/2 Ton Hoist w/boom arm			3
	Walsh	Press & Die	65		1
	Durant		VS-VSC-57	71900	1
	Walsh	Press & Die	60		1
	Bliss	Press & Die	35		4
	Niagara		A2-1 1/2		1
	Dikerman	Straightner	6W7	739	3
	Johnson	Press & Die	35		1
	V&O Press	Press & Die	60		4
	Jaybird	Feeder	J121218	3756	1
	Walsh	Press & Die	12X	11795	1
	Browning	Decoiler	PR-4M18	3645	1
	Furnas	Straightner			5
	Bliss	Press & Die	35		1
	Autobag	Bagger Machine	AB180		3
	Accu Count	Parts Feeder w/9 Feeder Bowles	Series R	1036288	1
	LSH	Butterfly Press	12X	11560	1
	Ampak		MP 3160E	89 J490	1
	Master PC	Blister Pack Oven			1
	Hydrogard				1
	Chicago Rivet & Mach	Cradle Rivet Machine	99-586-BT-SS	3220	1
	Ampak	Slitter Machine	TL4836	88L 316	1
		Boxing Machine			3
	US Industries	Masting Press	57-4145		2
	Rousselle	Punch Press	#3	1693	1
	Eagle	Masting Press	C2000	553855	1
	ARTOS			3168	1
	ARTOS	Wire Cutting & Striping Machine	CS26		1

Antennacraft
 Burlington, IA
 1719 W. Mt. Pleasant St
 West Burlington
 Iowa, 52655

Department /Area	MFG	Description	Make	Serial	Qty	
LIFTS	Clark	Counterbalance with sideshift	TM15	TM247-0300-9055FB	1	
	Clark	Sit Down with sideshift	GCX25	GX230-0059-8795KOF	1	
	Clark	Sit Down with sideshift	GPX30	GPX230-0144-8890KOF	1	
	Clark	Counterbalance with sideshift (REMOVED FROM SERVICE)	GCS15	G127-1478-7228KOF	1	
	Clark	Counterbalance with sideshift	TM15	TM247-0302-8845FB	1	
	Clark	Counterbalance with sideshift	GCS15	G127-0070-7650	1	
	Tiger	Sissor Lift 18 Foot 2 Inch			1	
	Yale	Electric Pallet Jack			1	
			Pallet Jack	5000		2
MISC SHOP FIXTURES		Skate Conveyor			150	
		Belt Conveyor			150	
		Work Table 7'			7	
		Work Table 4'			11	
		Work Table 3'			3	
		Metro Rack o/wheels 6'x 2'			4	
		Metro Rack o/wheels 4'x 2'			1	
		Metro Rack o/wheels 2'x 2'			1	
		Lift Cart			3	
		Flat cart green 30x48			4	
		Flat Cart 30x48			90	
		Flat Cart 48x72			5	
		Green Lift			1	
		Orange Lift			1	
		Lift Dolly			1	
		Langley	5x5 Hopper			1
			5x5 Hopper			3
		Interlake	3'x 3'x 36"x 120" Upright Teardrop			4
			3'x 3'x 42"x 168" Upright Teardrop			9
			3'x 3'x 42"x 144" Upright Teardrop			13
			3'x 3'x 72"x 168" Upright Teardrop			57
		Slotted	3'x 3'x 36"x 168" Upright Slotted			4
			6"x 144" Beam Teardrop			262
			4 1/2"x 96" Beam Slotted			50
			4" x 96" Beam Teardrop			15
			Wire Decking			391
			Wire Decking			50
			4-Way Wire Spool Caddy			1
			Parts Bins 11 Drawer unit			5
			Parts Bins 9 Drawer unit			1
			Parts Bins 25 Drawer unit			1
			Parts Bins 6 Drawer unit			1
			Blue Plastic Bins on wheels Pair			6
			Cardboard Barrel			98
			Wheel cart for Cardboard barrel			70
			Metal Barrel			41
			HD Cart for Metal Barrel			41
			Metal Receiving Desk			8
			Metal work desk			8
			2-Door metal storage cab 4x4			1
			2-Door metal storage cab 4x7			12
			Ladder 4 Foot Step Yellow			1
			Ladder 6 Foot Step Yellow			2
			Ladder 8 Foot Step Yellow			1
			Ladder 8 Foot Step Orange			1
			Ladder 10 Foot Step Yellow			2
			Ladder 10 Foot Step Orange			1
			Ladder 16 Foot Extension Yellow			2
			tape Dispenser			2
			7-Step Rolling Ladder			2
			10-Step Rolling Ladder			1
			14-Step Rolling Ladder			1
		Cart Caddy	5W		1	
	Adgressor	Floor Scrubber	3520/3820		1	
	MTD	Snow Blower	5/22		1	
	MTD	Snow Blower			1	
		Push Mower			2	
	John Deere	Riding Mower Diesel	355D		1	
		Rolling Scaffold 6'			1	
		2-Door Fire storage cabinet			1	
		Fork Cage			1	
		Spreader			1	

Antennacraft
 Burlington, IA
 1719 W. Mt. Pleasant St
 West Burlington
 Iowa, 52655

Department /Area	MFG	Description	Make	Serial	Qty
	Millermatic	Welder	200		1
		Air Compressor tank only			1
		Belt Sander			1
		Cut-Off Saw			1
		High Pressure Washer			1
	Cram A Lot	Cardboard Baler			1
OFFICE FURNITURE		Desk Wooden			10
		Credenza Wooden			4
		2-Drawer Lateral Wooden			13
		Highback Desk Chair			5
		Standard Desk Chair Swivel with arms			4
		Stationary Office Chair			11
		Bookcase 3-Shelf			2
		Bookcase 5-Shelf			4
		Wooden Table 72x30			1
		4-Drawer Legal File			17
	LTD	Hand Scanner with charging cradle			8
	Zebra	Lable Printer	ZM400		1
		Round Table 72"			1
	HP	Designjet Printer / Ploter	450c		1
	HP	Designjet Printer / Ploter	600		1
TEST EQUIPMENT	Wavetek	Sweep Generator			4
	Telonic/Berkeley	Alignmentscope	121A		4
	HP	RF Vector Impedance Meter	4815		1
	HP	RF Communications Test Meter	8920B		1
	Tektronix	Oscilloscope	2205		1
	Tektronix	Signal Wave Generator	TM 5003	SG 504	1
	Sencore	10Hz-1GH			1
	HP	Network Analyzer	8719C		1
	HP	Spectrum Analyzer	8594E		1
	Texscan	Sweep Generator	VS-608		1
	HP	Signal Wave Generator	E4400B		1
	Sencore	Capacitor-inductor Analyzer	Auto-Z		1
	Sencore	SCR & Triac Test Accessory			1
	Daiwa	SWR Meter	NS-663B		1
	EMCO	Turntable (for testing antennas			1
		Magnet Pull Tester			1
	Sencore	Signal Meter	FS74		1
SHOP TOOLS	Delta	Drill Press	15-665		1
	Dake	Arbor Press	#0		1
	Benchmaster	Cable Crimp Press	977		1
		2 wheel dolly			7
	International Packing	Stretch Wrapper	55 Series		1
	Itw mima	Stretch Wrapper			1
	Di-Acro	Break	FB-1642	116083	1
	Grob	Band Saw	4V-18	542	1
	Bridgeport	Milling Machine	XA900-01	118	1
	Dayton	Drill Press 20"	3Z919A		1
	Rockwell	Lathe	25-210	1409563	1
	Hardinge	Milling Machine	Tm-um	11631-3	1
	KO Lee Co.	Motorized Workhead	B943	8914	1
	Tonghao	Surface Grinder			1
		Rolling Tool Box			1
		Upright Tool Box			5
		Large Vise			3
	Sath Kleen	Parts cleaning Tub			2
	Signode	Plastic Bander			2
		Plastic Bander			1
	Strapack	Box Taper	SS-80	69264605	1
	Dayton	Battery Charger			1
BREAKROOM		6 Foot Folding Table			13
		4x4 Table			2
		Stack Chair with cushion seat and back			109
	Scotsman	Ice Machine			1
		Microwave			4
		Single Door Refrigerator (handle broken)			1
		Refrigerator Freezer 2-door			1
		Employee Locker 16 Door unit Up-over-down			4
		Magnavox 21" TV			1
		VHS Optimus			1
	Vehecal	Windstar GL Mini Van VIN: 2FMZA5140WBC18056	Ford	105,789.7 MILES	1

**Schedule 5.3(a)
Conflicts**

None.

Schedule 5.3(b)
Consents of Third Parties

Salus Capital Partners, LLC

**Schedule 5.4(a)(i)
Legal Descriptions**

Record Description

PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 70 NORTH, RANGE 3 WEST OF THE 5TH P.M., IN DES MOINES COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A LEAD PLUG AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 181.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 559 FEET; THENCE EAST 1138.67 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 559 FEET TO THE NORTH LINE OF SAID SECTION 35; THENCE WEST 1138.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED TRACT TO WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE EAST ON THE SECTION LINE 994.28 FEET TO THE POINT OF BEGINNING; THENCE EAST 325.0 FEET TO THE 1/16 SECTION LINE; THENCE SOUTH 1 DEGREE 36 MINUTES EAST ALONG SAID LINE 559 FEET; THENCE WEST 325.0 FEET; THENCE NORTH 1 DEGREE 36 MINUTES WEST 559 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY IS THE SAME AS THAT DESCRIBED IN STEWART TITLE GUARANTY COMPANY TITLE COMMITMENT #01040-3622, EFFECTIVE OCTOBER 31, 2013

**Schedule 5.4(a)(ii)
Legal Descriptions**

None.

Schedule 5.5
Title to Purchased Assets

Credit Agreement, dated December 10, 2013, by and among RadioShack Corporation, as borrower, Salus Capital Partners, LLC, as lender and as agent for all lenders, and the other Financial Institutions that are party thereto.

Amended and Restated Debtor-In-Possession Credit Agreement, dated as of March 12, 2015, among RadioShack Corporation, as borrower, certain subsidiaries of RadioShack, as guarantors, the lenders party thereto and Cantor Fitzgerald Securities, as administrative agent for such lenders, and the Interim Order (Docket No. 190) and Final Order (Docket No. 947) related thereto.

Credit Agreement, dated as of December 10, 2013, among RadioShack Corporation, as borrower, certain subsidiaries of RadioShack, as guarantors, the lenders party thereto and Cantor Fitzgerald Securities (as successor to General Electric Capital Corporation), as administrative agent for such lenders, as amended.

**Schedule 5.8
Litigation**

None.

Schedule 5.9
Environmental Matters

None.