IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
RADIOSHACK CORPORATION, *et al.*,	:	Case No. 15-10197 (BLS)
Debtors.	:	Jointly Administered
	:	**RE: D.I. 36, 114, 179**

NOTICE OF FILING OF ALLIANCE AGREEMENT

PLEASE TAKE NOTICE THAT General Wireless, Inc., has filed the attached Alliance Agreement with Sprint Solutions, Inc., pursuant to the *Debtors' Combined Motion for Entry of Orders: (I) Establishing Bidding and Sale Procedures; (II) Approving the Sale of Assets; and (III) Granting Related Relief* (D.I. 36).

Dated: February 24, 2015
Wilmington, Delaware

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EXHIBIT

Alliance Agreement

EXECUTION COPY

MASTER STRATEGIC RETAIL ALLIANCE AGREEMENT

by and between

General Wireless Inc.

("Buyer")

and

Sprint Solutions, Inc.

("Sprint")

Dated as of February 23, 2015

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MASTER STRATEGIC RETAIL ALLIANCE AGREEMENT

THIS **MASTER STRATEGIC RETAIL ALLIANCE AGREEMENT** (this "Agreement") is made and entered into as of February 23, 2015 (the "Effective Date"), by and between General Wireless Inc., a Delaware corporation ("Buyer"), and Sprint Solutions, Inc., a Delaware corporation ("Sprint" and together with Buyer, the "Parties", and each individually, a "Party").

WHEREAS, RadioShack Corporation, a Delaware corporation ("RadioShack"), is engaged in the business of, among other things, selling consumer electronic products and services through retail stores and on its website at www.radioshack.com;

WHEREAS, Sprint is a telecommunications company providing a variety of wireless telecommunications products and services;

WHEREAS, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement dated as of February 5, 2015 (as amended, the "Asset Purchase Agreement"), Buyer desires to purchase from RadioShack all of the Acquired Assets (as defined in the Asset Purchase Agreement), and is willing to assume all of the Assumed Liabilities (as defined in the Asset Purchase Agreement);

WHEREAS, the Acquired Assets include the Real Property Leases (as defined in the Asset Purchase Agreement) relating to RadioShack retail locations in the United States and its territories identified as Acquired Stores (as defined in the Asset Purchase Agreement) (the "RadioShack Stores");

WHEREAS, subject to the United States Bankruptcy Court for the District of Delaware in Case No: 15-10197 (BLS) (the "Bankruptcy Court") entering the Sale Order (as defined below), the Master Lease for each of those RadioShack Stores set forth on Schedule 2.1(A) will be assigned to Sprint (the "Sprint Primary Stores") and the Master Lease for each of those RadioShack Stores set forth on Schedule 2.1(B) will be assigned to Buyer (together with any store added to Schedule 2.1(B) pursuant to Section 7.4 herein, the "Buyer Primary Stores");

WHEREAS, pursuant to the Sale Order and under the terms and conditions set forth herein, the Parties desire to (i) establish Sprint retail outlets within the Sprint Primary Stores and the Buyer Primary Stores in a co-branded Sprint-RadioShack "store-within-a-store" format for the sale or lease of (a) RadioShack retail products, warranties, services and accessories and (b) Sprint Mobility Devices and the associated Post-Paid Service Plans and Pre-Paid Wireless Service Plans (each as defined below); (ii) provide Sprint with a substantial and immediate increase in its retail footprint with operational synergies; (iii) simplify and improve the profitability of Buyer's RadioShack-branded mobility business; and (iv) increase customer traffic to the co-branded Sprint-RadioShack stores;

WHEREAS, pursuant to, and subject to the terms and conditions set forth in, this Agreement, the Parties will enter into (i) the multiple site lease agreement, substantially in the form attached hereto as Exhibit A (with any such changes as are appropriate to

reflect differences due to the subject stores being Sprint Primary Stores rather than Buyer Primary Stores, the "Sprint Primary Sublease Agreement"), pursuant to which Buyer will sublease from Sprint space at each of the Sprint Primary Stores; (ii) the multiple site sublease agreement, substantially in the form attached hereto as Exhibit A (the "Buyer Primary Sublease Agreement"), pursuant to which Sprint will sublease from Buyer space at each of the Buyer Primary Stores; (iii) the warrant agreements, substantially in the form attached hereto as Exhibit B, pursuant to which Buyer will grant Sprint, Sprint eWireless, Inc. or a wholly-owned (directly or indirectly) domestic subsidiary of Sprint the option to purchase equity in Buyer on the terms set forth therein (the "Warrants"); and (iv) the investor rights agreement (the "Investor Rights Agreement"), substantially in the form attached hereto as Exhibit C; and

WHEREAS, the Parties have entered into this Agreement and the Master Leases and the Primary Sublease Agreements (each as defined below) in order to create interdependent, complementary and shared operations that rely on each Party having certain rights and obligations as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Section 1.1 Definitions.

"**Business Day**" means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York, or is a day on which banking institutions located in the State of New York or in New York City are authorized or required by law or other governmental action to close.

"**Buyer Confidential Customer Information**" means any personally identifiable information relating to Buyer's customers or prospective customers including, but not limited to, names, addresses, telephone numbers, social security numbers, driver's license numbers, credit card information, customer proprietary network information (as defined under 47 U.S.C. § 222 and its implementing regulations), location information, IP addresses or other device identifiers, account information, credit information, demographic information, and any other information that, either alone or in combination with other data, could provide information specific to a particular person and, without limiting the foregoing, all information obtained in connection with a transaction processed at Buyer's POS Terminal.

"**Buyer Delay Event**" means Buyer's failure to (i) fulfill its Preparation Obligations as set forth in Section 2.2(a)(iii) in accordance with the Build Out Schedule; (ii) timely deliver its response to Sprint's plans for initial alterations in accordance with the provisions of the Primary Sublease Agreement (iii) respond to a reasonable request for

information within a commercially reasonable time frame as is necessary for Sprint to obtain all requisite approvals and consents for the performance of Sprint's initial alterations or (iv) fulfill its obligations hereunder, in each case, to the extent such failure causes a delay in Sprint fulfilling its obligations hereunder or in building out the Sprint Designated Square Footage in accordance with the Build Out Schedule, provided that such failure is not caused by Sprint's breach of this Agreement, negligence or willful misconduct.

"**Buyer Designated Square Footage**" means all of the usable floor space in each of the Co-Branded Stores other than the Sprint Designated Square Footage.

"**Closing Date**" means the date closing occurs under the Asset Purchase Agreement.

"**Co-Branded Store**" means any Buyer Primary Store or Sprint Primary Store, provided that any Buyer Primary Store or Sprint Primary Store shall cease to be a "Co-Branded Store" for purposes of this Agreement at such time as the sublease with respect to such Buyer Primary Store or Sprint Primary Store is terminated pursuant to the terms of a Primary Sublease Agreement.

"**Commission Amount**" means, for any period, the total number of applicable subscribers for those certain Sprint Products specified on Schedule 4.2 sold through Co-Branded Stores multiplied by the applicable Commission Fee for each such subscriber as set forth on Schedule 4.2 without taking into account the Threshold.

"**Competing Products**" means pre-paid or post-paid mobile devices that operate on wireless networks for individualized voice, data and/or content communications or transmissions by or to members of the general public and any related pre-paid or post-paid service plans, including but not limited to, any such products or services sold by Verizon, AT&T, T-Mobile, or US Cellular, including through a mobile virtual network operator agreement; excluding, however, any Sprint Products.

"**Confidential Customer Information**" means each of Buyer Confidential Customer Information and Sprint Confidential Customer Information.

"**Cross-Sold Accessories**" means accessories for Sprint Mobility Devices (regardless of branding), including batteries, cases, clips, covers, chargers (including vehicle chargers), cables, cords, adapters, mounts, keyboards, screen protectors, styluses, earbuds, headsets and speakers and other similar products available now or developed in the future.

"**Exploitation Materials**" means any and all advertising materials, consumer facing materials, packaging materials, and other materials relating to the Co-Branded Stores, including without limitation any signs, sales brochures, telemarketing scripts, newspaper advertisements, radio and television commercials and web-based or other digital marketing media.

"**Force Majeure Event**" means an event or circumstance that is beyond the reasonable control of the Party claiming the Force Majeure Event, and is not caused by the claiming Party's willful misconduct or negligence, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, terrorism or other violence or any changes of law, order or requirement of any governmental agency or authority (including the Bankruptcy Court).

"**Independent Store**" means a RadioShack Store that is not a Co-Branded Store.

"**Liens**" means all title defects or objections, options, liens, claims, encumbrances, judgments, pledges, easements, encroachments, charges, escrows, mortgages, security interests, hypothecations, indentures, rights of way, and other encumbrances of every kind and nature whatsoever and any arrangements or obligations to create any such encumbrance, whether arising by contract, operation of law or otherwise.

"**Liquidity Covenant**" means that certain minimum liquidity financial covenant applicable to the Buyer and as agreed by the Parties pursuant to the IRA on or before the Closing Date.

"**Mark**" means each of the Sprint Mark and the RadioShack Mark.

"**Master Landlord**" means the landlord under the applicable Master Lease with respect to any Co-Branded Store.

"**Master Lease**" means the lease agreement or other occupancy agreement pursuant to which Buyer or Sprint, as applicable, is granted leasehold or other occupancy rights relating to a Co-Branded Store, as amended by the Sale Order or otherwise.

"**MSA**" means that certain Retailer Agreement dated as of January 1, 2009, by and between RadioShack and Sprint, as amended.

"**Operations, Management and Staffing Agreement**" means that certain Operations, Management and Staffing Agreement to be entered into by the Parties on or prior to the Closing Date.

"**Post-Paid Service Plans**" means service plans associated with Sprint Mobility Devices under which payment for network services is due following the usage of such services.

"**Pre-Paid Airtime Card**" means pre-paid credit toward the use of Sprint's wireless network. Pre-Paid Airtime Cards may be sold in units of pre-set denominations (in the case of PIN sales) or in ranges of amounts (in the case of Real Time Replenishment ("RTR") sales). Pre-Paid Airtime Cards may be sold in a variety of ways including but not limited to PIN or RTR.

"**Pre-Paid Boxes**" means a new mobile device on a Sprint offered prepaid wireless service plan.

"**Pre-Paid Distribution Agreement**" means that certain Retailer Agreement dated as of June 18, 2012 by and between RadioShack, SCK, Inc. and Sprint, as amended, for the distribution of Sprint pre-paid branded products.

"**Pre-Paid Wireless Service Plan**" means service plans associated with Sprint Mobility Devices under which payment for network services is made prior to the usage of such services.

"**Primary Sublease Agreement**" means either of the Buyer Primary Sublease Agreement or the Sprint Primary Sublease Agreement, as applicable.

"**Primary Subleases**" means the Buyer Primary Sublease Agreement and the Sprint Primary Sublease Agreement, collectively.

"**RadioShack Mark**" means the trademark or branding to be set forth on Schedule 9.1 hereto as reasonably agreed by the Parties.

"**RadioShack Merchandise**" means those consumer electronics goods and services offered for retail sale through the RadioShack Stores and the RadioShack Website including those additional goods and services introduced during the Term, but excluding the Sprint Products offered for sale in the Co-Branded Stores.

"**RadioShack Retail Business**" means the operations of Buyer under the RadioShack brand, but not including, for the avoidance of doubt, the Sprint SIS Business.

"**RadioShack Website**" means the website source code addressable as www.RadioShack.com that sells the Sprint Products and RadioShack Merchandise and is developed, built, owned, operated and hosted by Buyer in accordance with the terms of this Agreement.

"**Related Agreements**" means the Primary Subleases, the Warrants, the Investor Rights Agreement, the MSA Amendment, the Pre-Paid Distribution Agreement Amendment and the Operations, Management and Staffing Agreement, collectively.

"**Sale Order**" means a sale order entered into by the Bankruptcy Court, approving the Asset Purchase Agreement and which includes terms consistent with this Agreement and the Related Agreements and does not contain any provisions that would be expected to adversely affect Sprint, including terms that provide for the assignment of the Sprint Primary Stores to Sprint, the assignment of the Buyer Primary Stores to Buyer, and the subleases contemplated by this Agreement with respect to the Co-Branded Stores.

"**Sprint Confidential Customer Information**" means any personally identifiable information relating to Sprint's customers or prospective customers including, but not

limited to, names, addresses, telephone numbers, social security numbers, driver's license numbers, credit card information, customer proprietary network information (as defined under 47 U.S.C. § 222 and its implementing regulations), location information, IP addresses or other device identifiers, account information, credit information, demographic information, and any other information that, either alone or in combination with other data, could provide information specific to a particular person and, without limiting the foregoing, including, all information obtained in connection with a transaction processed at Sprint's POS Terminal.

"**Sprint Designated Square Footage**" means (i) 600 square feet (or such other square footage as may be agreed by the Parties and set forth in the applicable Primary Sublease Agreement) of usable floor space in each of the Co-Branded Stores which square footage will generally be located in the front right of each Co-Branded Store and will be used by Sprint to establish and operate a Sprint Store-Within-A-Store, and (ii) additional reasonable space in a back-office or similarly restricted area to the extent necessary to allow Sprint to place a safe to secure and store Sprint Products.

"**Sprint Mark**" means the trademark or branding to be forth on Schedule 9.1 hereto as reasonably agreed by the Parties.

"**Sprint Mobility Devices**" means mobile devices that operate on the Sprint wireless network (including but not limited to mobile handsets, tablets, mobile broadband and Sprint Phone Connect).

"**Sprint Phone Connect**" means a fixed wireless voice terminal that uses Bluetooth® (or other similar technology) to connect mobile phones and allow inbound cell phone calls to ring on home or office phone handsets simultaneously along with the cell phone.

"**Sprint Products**" means Sprint Mobility Devices, Pre-Paid Wireless Service Plans, Post-Paid Service Plans, Pre-Paid Boxes, Pre-Paid Airtime Cards and any insurance products related to the Sprint Mobility Devices, including Sprint's Total Equipment Protection and Apple Care.™

"**Sprint Services**" means fulfilling orders and assisting customers with product inquiries, demonstrations, purchases, returns, replacements, exchanges and all other related actions of Sprint and its representatives, in each case with respect to Sprint Products.

"**Sprint SIS Business**" means the Sprint retail business operated by Sprint or its agents in Co-Branded Stores offering, selling and/or leasing the Sprint Products and Sprint Services.

"**Sprint Store-Within-A-Store**" means the premises (including the related improvements and fixtures situated therein) within the Sprint Designated Square Footage in each Co-Branded Store in which Sprint conducts and operates the Sprint SIS Business.

"**Sprint's Total Equipment Protection**" means Sprint's "Total Equipment Protection" or "Total Equipment Protection Plus" mobile device insurance program offered to customers providing protection against loss, theft and liquid or physical damage to mobile devices.

"**Sprint Website**" means the website source code addressable as www.Sprint.com that sells the Sprint Products and is developed, built, owned, operated and hosted by Sprint.

"**Taxes**" means all taxes, charges, duties, fees, levies or other assessments, including income, excise, property, sales, value added, profits, license, withholding, payroll, employment, net worth, capital gains, transfer, stamp, social security, environmental, occupation and franchise taxes, imposed by any governmental entity, and including any interest, penalties and additions attributable thereto.

"**Website**" means each of the RadioShack Website and Sprint Website.

Defined Term	**Section Reference**
Additional Term	Section 3.2
Agreement	Preamble
Acquired Stores	Recitals
Asset Purchase Agreement	Recitals
Authorized Representative	Section 18.13
Bankruptcy Court	Recitals
Build Out Schedule	Section 2.2(a)(i)
Buyer	Preamble
Buyer Breach Event	Section 2.2(c)
Buyer Change in Control	Section 15.1
Buyer Confidential Business Information	Section 11.1(a)
Buyer Indemnified Parties	Section 13.1(a)
Buyer Primary Store	Recitals
Buyer Primary Sublease Agreement	Recitals
Buyer's Equipment	Section 10.1
Commission Fees	Schedule 4.2
Damages	Section 13.1(a)
Disclosing Party	Section 11.2
Effective Date	Preamble

Defined Term	Section Reference
Fees	Section 4.2
Indemnified Party	Section 13.2
Indemnifying Party	Section 13.2
Initial Term	Section 3.1
Investor Rights Agreement	Recitals
Monthly Report	Section 6.1
MSA Amendment	Section 7.3(b)
Party	Preamble
Per Store Monthly Amount	Schedule 4.1
POS System	Section 7.8(a)
POS Terminal	Section 10.2
Pre-paid box sale	Schedule 4.2
Pre-Paid Distribution Agreement Amendment	Section 7.3(b)
Preparation Obligations	Section 2.2(a)(iii)
Proprietary Information	Section 11.2
RadioShack	Recitals
RadioShack Stores	Recitals
Receiving Party	Section 11.2
Rent and Overhead	Section 4.1(b)
Representatives	Section 11.2
Safeguards	Section 11.4(f)
Security Breach	Section 11.4(h)
Sprint	Preamble
Sprint Change in Control	Section 15.1
Sprint Confidential Business Information	Section 11.1(b)
Sprint Indemnified Parties	Section 13.1(b)
Sprint Primary Store	Recitals
Sprint Primary Sublease Agreement	Recitals
Sprint's Equipment	Section 10.1
Term	Section 3.2

Defined Term	Section Reference
Threshold	Schedule 4.2
Warrants	Recitals

Section 1.2 Other Definitions and Interpretive Matters.

(a) Interpretation. Unless otherwise indicated to the contrary in this Agreement by the context or use thereof:

(i) 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 of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(ii) Any reference in this Agreement to $ means U.S. dollars.

(iii) Unless the context otherwise requires, all capitalized terms used in the Exhibits and Schedules will have the respective meanings assigned in this Agreement. All Exhibits and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(iv) Any reference in this Agreement to gender includes all genders, and words importing the singular number also include the plural and vice versa.

(v) The provision of a table of contents, 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 the construction or interpretation of this Agreement. All references in this Agreement to any "Section," "Article," "Schedule" or "Exhibit" are to the corresponding Section, Article, Schedule or Exhibit of or to this Agreement unless otherwise specified.

(vi) Words such as "herein," "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.

(vii) 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.

(viii) All defined terms herein that reference terms as defined in the Asset Purchase Agreement shall have the meaning as set forth in the Asset Purchase Agreement dated as of February 5, 2015, and as such terms may be

subsequently modified in the Asset Purchase Agreement with the consent of Sprint (not to be unreasonably withheld).

(b) No Strict Construction.

Sprint, on the one hand, and Buyer, on the other hand, 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 Sprint, on the one hand, and Buyer, on the other hand, 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. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson will be applied against any person with respect to this Agreement.

ARTICLE II

SUBLEASES; CO-BRANDED STORES

Section 2.1 Leases and Subleases; Cooperation to Restructure Master Leases.

(a) Designation of Tenant on Co-Branded Stores. On or prior to the date that the schedule of Acquired Stores becomes final pursuant to the Asset Purchase Agreement, (i) Sprint shall designate up to 500 of such Acquired Stores on Schedule 2.1(A) as “Sprint Primary Stores” and (ii) Sprint and Buyer shall, in good faith, mutually designate any portion of such Acquired Stores that are not Sprint Primary Stores on Schedule 2.1(B) as “Buyer Primary Stores”, so that the total number of Sprint Primary Stores and Buyer Primary Stores is together at least 1,350. Subject to the satisfaction of the conditions set forth in Article XVI, effective as of the Closing Date, Sprint will assume the Master Lease for each of the Sprint Primary Stores and Buyer will assume the Master Lease for each of the Buyer Primary Stores.

(b) Sublease of Stores; Cooperation to Restructure Master Leases.

(i) Pursuant to the terms and conditions contained in this Agreement and substantially in the form of the Sprint Primary Sublease Agreement, on the Closing Date, Sprint will sublease to Buyer the Buyer Designated Square Footage in each of the Sprint Primary Stores. For so long as any such store remains subject to the Sprint Primary Sublease Agreement and for so long as operations at such store are not terminated pursuant to this Agreement or the Sprint Primary Sublease Agreement, it will constitute a Sprint Primary Store.

(ii) Pursuant to the terms and conditions contained in this Agreement and substantially in the form of Buyer Primary Sublease Agreement, on the Closing Date, Buyer will sublease to Sprint the Sprint Designated Square Footage in each of the Buyer Primary Stores. For so long as any such store remains subject to the Buyer Primary Sublease Agreement and for so long as operations at such store are not terminated pursuant to this Agreement or the Buyer Primary Sublease Agreement, it will constitute a Buyer Primary Store.

(iii) From and after the date hereof until the Closing Date, each of Buyer and Sprint will use their reasonable best efforts to negotiate with the applicable Master Landlord to restructure certain Master Leases jointly selected by Buyer and Sprint for the mutual benefit of Buyer and Sprint with respect to certain lease terms, including but not limited to, the term, any renewal terms, assignment and sub-tenancy rights, buyout options and other terms or issues identified by the Parties; provided, that neither Party will be required to make any economic concessions or payments to any Master Landlord in connection with the restructuring of a Master Lease, except that Buyer shall be responsible for and shall timely pay all cure costs in connection with the Acquired Stores (without regard to whether such store will be designated as a Sprint Primary Store or a Buyer Primary Store).

(iv) Promptly following the Closing Date, the Parties agree that Sprint may begin selling (and the Buyer shall grant Sprint access to the Buyer Primary Stores for the purpose of selling) certain Sprint Products using the existing furniture and fixtures at the Co-Branded Store(s) prior to the build out of the Sprint Within-A-Store for any such Co-Branded Store. The Parties shall use commercially reasonable efforts to enter into a separate agreement governing the sale of such products as soon as practicable after the Closing Date. Any space utilized for such purpose shall not be deemed Sprint Designated Square Footage and use of such space shall not give rise to the obligation to pay rent or any other obligations to Buyer hereunder other than any fees as mutually agreed by the Parties and as set forth in the separate agreement.

Section 2.2 Co-Branded Stores.

(a) Design and Construction of Sprint Stores-Within-A-Store.

(i) Subject to the applicable Master Lease after giving effect to the Sale Order, the Co-Branded Stores shall be cleared, designed and constructed in all material respects according to the mutually agreed upon schedule to be set forth on Schedule 2.2(a) (the "Build Out Schedule"). The Parties will use their reasonable best efforts to finalize the Build Out Schedule as soon as practicable.

(ii) Subject to the applicable Primary Sublease Agreement, the applicable Master Lease (after giving effect to the Sale Order) and the Build Out Schedule, the design, development and construction of each Sprint Store-Within-A-Store (including, without limitation, those added by amendment to Schedule 2.1(B) in accordance with Section 7.4) shall be in a manner reasonably determined by Sprint; provided, however, that Sprint will provide Buyer with advance notice of its design, development and construction plans and a reasonable opportunity to provide comments to Sprint which Sprint will reasonably consider in good faith. Notwithstanding the foregoing, Sprint shall not take any action with respect to the design, development or construction of a Sprint Store-Within-A-Store or otherwise that would reasonably be expected to

result in a Co-Branded Store temporarily ceasing operations for more than two (2) hours in any one instance, and collectively not more than twelve (12) hours, without Buyer's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Except as otherwise provided herein, Sprint will be responsible in its sole discretion for the funding, management and oversight of each Sprint Store-Within-A-Store build-out.

(iii) Buyer will be responsible, at its cost, for clearing the applicable Sprint Designated Square Footage within each Co-Branded Store in accordance with the Build Out Schedule (the "Preparation Obligations") to allow Sprint to setup the Sprint Store-Within-A-Store. Buyer's Preparation Obligations shall include, but not be limited to, the removal of existing furniture and other property and Buyer shall leave the premises in a condition suitable to allow Sprint to setup the Sprint Store-Within-A-Store.

(iv) Except as otherwise provided herein, Sprint will be responsible for the cost of establishing and outfitting each Sprint Store-Within-A-Store as provided in the Buyer Primary Sublease Agreement and the Sprint Primary Sublease Agreement.

(v) Subject to the applicable Master Lease after giving effect to the Sale Order, each Sprint Store-Within-A-Store will be identified as the "Sprint at RadioShack Store" (or such other designation incorporating both Parties' names as may be proposed by Sprint and reasonably acceptable to Buyer) and shall bear the Mark of each Party pursuant to Article IX and the other terms of this Agreement.

(b) Improvements. Subject only to the rights of the Master Landlord under a Master Lease and applicable law, (i) all leasehold improvements to the Sprint Designated Square Footage in the Co-Branded Stores paid for by Sprint will be owned by Sprint and (ii) all leasehold improvements to the Buyer Designated Square Footage in the Co-Branded Stores paid for by Buyer will be owned by Buyer.

(c) Commencement of Operations. Subject to a Force Majeure Event or a Buyer Delay Event, Sprint will use its reasonable best efforts to open a Sprint Store-Within-A-Store location at each Co-Branded Store within twelve (12) months following the Closing Date; provided, however, that Sprint may, at any time, cease its build-out of any or all Sprint Store-Within-A-Store(s) in the event Buyer has breached the Liquidity Covenant, which breach is not cured within thirty (30) days of notice to Buyer (a "Buyer Breach Event") until such breach is cured. In the event Sprint is unable to open any Sprint Store-Within-A-Store location and/or has ceased the build-out of any Sprint-Store-Within-A-Store location as a result of a Force Majeure Event, a Buyer Delay Event or a Buyer Breach Event, the due date for Sprint's performance shall be extended on a day-for-day basis for each day such Force Majeure Event, Buyer Breach Event or Buyer Delay Event continues.

(d) Changes of Location or Store Hours. The location of the Sprint Store-Within-A-Store and the dimensions of the Sprint Designated Square Footage for each Co-Branded Store shall not be changed except as set forth in the Sprint Primary Sublease Agreement or the Buyer Primary Sublease Agreement, as applicable. The hours of operation for each Co-Branded Store shall be mutually agreed to by the Parties in the Operations, Management and Staffing Agreement consistent with the applicable Master Lease; provided, however, that the Parties acknowledge that each Sprint Store-Within-A-Store may have different operating hours than the applicable Co-Branded Store.

(e) Telephone, Broadband and Other Utility Services. Buyer shall, at its cost, use commercially reasonable efforts to make available to Sprint such telephone, internet and other utility connections as are necessary to operate the Sprint SIS Business. The setup costs for all telephone, internet and other utility connections shall be borne by Buyer and any recurring costs associated with broadband internet access will be paid by Sprint and Buyer as provided for in Schedule 4.1. For the avoidance of doubt, Sprint will maintain, at its cost, the technology infrastructure necessary to operate the Sprint SIS Business, including any upgrades or changes required to Sprint's systems.

ARTICLE III

TERM

Section 3.1 Initial Term. The initial term of this Agreement (the "Initial Term") will be for a period beginning on the Effective Date and ending at the earlier of (i) the close of business on the date that is seven (7) years from the Closing Date and (ii) the date on which both of the Primary Subleases have been terminated in accordance with their terms, unless sooner terminated under any of the provisions of this Agreement.

Section 3.2 Additional Terms. This Agreement will automatically renew for an additional seven (7) year-term upon the expiration of the Initial Term and on each seven (7) year anniversary thereafter (each such seven year term an "Additional Term" and, collectively with the Initial Term, the "Term"); provided, that either Party may elect not to renew this Agreement for an Additional Term by delivering a written notice to the other Party at least one (1) year prior to the expiration of the then current term. In the event that a Party elects not to renew this Agreement for an Additional Term (i) each Sublease Agreement shall terminate in accordance with the terms thereof, (ii) each Party will be responsible, at its own expense, for winding down its operations at the Co-Branded Stores for which the other Party is the primary lessee, including by removing all of its furniture, fixtures and equipment, and for the avoidance of doubt, (iii) Sprint may terminate any Master Lease with respect to a Sprint Primary Store without liability to Buyer and Buyer may terminate any Master Lease with respect to a Buyer Primary Store without liability to Sprint.

ARTICLE IV

RENT AND OVERHEAD PAYMENTS; FEES; PAYMENT

Section 4.1 Lease Payments, Rent and Overhead Sharing.

(a) Buyer is responsible for all lease payments to the applicable Master Landlord in respect of the Buyer Primary Stores and Sprint is responsible for all lease payments to the applicable Master Landlord in respect of the Sprint Primary Stores.

(b) Each Party will be obligated to make payments to the other Party in respect of store rent, occupancy, overhead and other costs as provided in Schedule 4.1 ("Rent and Overhead").

Section 4.2 Fees. In consideration for the transactions contemplated by this Agreement, each Party will be obligated to pay to the other Party those amounts as are set forth on Schedule 4.2 (collectively, the "Fees").

Section 4.3 Payment.

(a) With respect to each calendar month ending after the Closing Date, either Party, as applicable, shall pay to the other Party, the Rent and Overhead payments payable pursuant to Section 4.1 and the terms set forth in Schedule 4.1 within thirty (30) days after the end of such calendar month.

(b) With respect to each calendar month ending after the Closing Date, each Party, as applicable, shall pay to the other Party, the Fees payable pursuant to Section 4.2 and the terms set forth in Schedule 4.2 within thirty (30) days after the end of such calendar month; provided, however, that Sprint shall pay Buyer any Fees owed in respect of Apple iPhones within forty-five (45) days after the end of such calendar month.

(c) Following the Closing Date, each Party shall have the right to offset any Rent and Overhead payments and/or Fees owed to the other Party hereunder against any amounts owed by such other Party to such first Party under any agreement between the Parties (including for the avoidance of doubt, this Agreement, the MSA and the Pre-Paid Distribution Agreement) in each case, solely to the extent incurred following the Closing Date.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the Parties. Each Party represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization.

(b) It is authorized to enter into this Agreement; this Agreement has been duly executed by an authorized signatory; and at all times during the Term of this Agreement, it will have the power and authority to perform all of its obligations under this Agreement and the execution, delivery and performance of this Agreement will not violate any agreement or instrument to which it is a party.

(c) This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with its terms (assuming that this Agreement has been duly executed and delivered by the other Party hereto), subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally and to general principles of equity (whether considered in a proceeding at law or in equity).

(d) It is the owner of all propriety rights, including patent, copyright, trade secret, trademark and other proprietary rights in and to its Marks or has sufficient rights to grant the licenses and rights set forth herein.

Section 5.2 No Other Representations. Neither Party makes any guarantees, promises or representations whatsoever as to the potential amount of revenue or business either Party can or may expect at any time from the operation of the Co-Branded Stores.

ARTICLE VI

REPORTING; AUDITS

Section 6.1 Monthly Reporting. No later than thirty (30) days following the last day of each calendar month, with respect to each Co-Branded Store (A) Sprint shall provide Buyer an accounting of the Commission Amount owed to Buyer and/or to be applied against the Threshold as of the date thereof (including, for the avoidance of doubt, chargebacks), (B) each of Buyer and Sprint shall provide an accounting of all percentage rent payments made by such Party to the Master Landlord under any Master Lease and (C) each of Buyer and Sprint shall provide an accounting of all other Rent and Overhead payments made by such Party pursuant to Schedule 4.1 (each report described in clauses (A) through (C), a "Monthly Report"); provided, however, that neither Party shall be required to provide Confidential Customer Information to the other Party in connection with such Monthly Reports or otherwise. Each Monthly Report will be certified by an officer of the Party delivering such Monthly Report and accompanied by such supporting documentation as is reasonably requested by the Party receiving such Monthly Report.

Section 6.2 Records Audit Rights.

(a) Each Party will keep and maintain books and records which accurately reflect and support the information provided in the Monthly Reports. Each Party shall have the right, upon at least ten (10) Business Days' prior written notice, to conduct a review and inspection of the other Party's books and records with respect to the Co-

Branded Stores for the purpose of confirming the information presented in one or more Monthly Reports; provided, however, that such review and inspection shall be conducted at a mutually agreeable time, shall use standard audit practices (which may include sampling) and shall not materially disrupt the business operations of the other Party. Each Party shall have the right to exercise its audit rights pursuant to this Section 6.2(a) no more than once during any calendar year; provided that, if a Party performs an audit that concludes that the other Party underreported or overreported any amount to the detriment of such first Party, then such audit will not count for purposes of determining whether another audit may be conducted in any calendar year.

(b) If an audit finds that the other Party underreported or overreported any amount to the detriment of the first Party, the underreporting or overreporting Party will pay to the first Party such amount as is appropriate to correct such underreporting or overreporting (or, if applicable, in the case of the Commission Amount, apply the entire underreported amount against the Threshold if the Threshold has not yet been met), and if such underreporting or overreporting is in excess of 2%, the other Party shall pay all reasonable expenses incurred in connection with such audit, within thirty (30) days of receiving an invoice from the first Party.

Section 6.3 General Inspection Rights. As further set forth in the Operations, Management and Staffing Agreement, each Party shall have the right to visit and inspect (no more than two (2) times per calendar year) the Buyer Designated Square Footage (in the case of Sprint) or the Sprint Designated Square Footage (in the case of the Buyer) in each Co-Branded Store during regular business hours to inspect compliance with this Agreement, the Master Leases, the Primary Subleases and the Operations, Management and Staffing Agreement. In connection with each such visit, each Party shall have the right to inspect the relevant facilities, books, records or processes of the other Party. The Party conducting the inspection will pay all reasonable fees and costs incurred by the other Party in connection with such inspection conducted pursuant to this Section 6.3.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.1 Preservation of Parties' Goodwill and Brand. Each of the Parties recognizes that the Sprint and RadioShack brands each have valuable goodwill with the consuming public, established and revered reputations, and carefully developed brand images. Accordingly, each Party agrees that any action taken in furtherance of the design, development, construction, operation, maintenance, promotion or marketing of any Co-Branded Store will be taken in good faith and with the intent to act in a manner that is consistent with each of RadioShack's and Sprint's brand image and prestige.

Section 7.2 Co-Branded Store Merchandise and Inventory.

(a) Buyer shall use its reasonable best efforts to liquidate the inventory of Competing Products held at Co-Branded Stores as of the Closing Date as soon as reasonably practicable thereafter (but in any event within thirty (30) days of the Closing Date). After such period, no Co-Branded Store will market, carry or sell any Competing Products without Sprint's prior written consent.

(b) Sprint will maintain a commercially reasonable level of inventory of Sprint Products at each Co-Branded Store. Such inventory will be paid for and owned by Sprint or an affiliate thereof. Sprint will use commercially reasonable efforts to ensure that the Sprint Products offered at Sprint Primary Stores and at Buyer Primary Stores are substantially similar, subject to differences in product mix to reflect local preferences related to each such Co-Branded Store. Sprint will be responsible for the security of the Sprint Products at each Co-Branded Store. Buyer will maintain a commercially reasonable level of RadioShack Merchandise (including Cross-Sold Accessories) at each Co-Branded Store. Such RadioShack Merchandise will be paid for and owned by Buyer. Buyer will use commercially reasonable efforts to ensure that the RadioShack Merchandise offered at Sprint Primary Stores and at Buyer Primary Stores are substantially similar, subject to differences in product mix to reflect local preferences related to each such Co-Branded Store. Buyer will be responsible for the security of the RadioShack Merchandise at each Co-Branded Store.

(c) The Parties shall mutually agree on those date(s) necessary for each Party to take a physical inventory.

(d) Buyer's consent will be required before Sprint may carry or sell any product categories that have been sold by Buyer or any of its affiliates at any time during the twelve (12) month period preceding the date Sprint proposes to carry or sell such product (other than the Sprint Products); provided, however, that Sprint may sell any such products without the prior written consent of Buyer if Sprint has entered into an exclusive arrangement to sell such products as part of a national promotion. Sprint will provide Buyer at least thirty (30) days advance notice of any such arrangement.

Section 7.3 Non Co-Branded Store Inventory.

(a) Buyer will not be obligated to carry or sell Sprint Mobility Devices or any other Sprint Products at any Independent Store; provided however, that if any Independent Store carries or sells Competing Products of a national wireless carrier, Buyer will grant Sprint the option to have such Independent Store carry and sell Sprint Products at such Independent Store consistent with the terms set forth in the MSA and the Pre-Paid Distribution Agreement.

(b) On or before the Closing Date, Sprint and Buyer will amend both the MSA and the Pre-Paid Distribution Agreement with respect to sales of Sprint Mobility Devices supplied by Sprint at Independent Stores on terms to be negotiated and agreed in good faith (the "MSA Amendment" and the "Pre-Paid Distribution Agreement Amendment", respectively). With respect to the MSA Amendment, the framework proposed by Sprint

pursuant to the MSA forwarded to RadioShack on February 1, 2015 will be the basis for such negotiations.

Section 7.4 Additional Co-Branded Stores.

(a) If, at any time during the Term, Buyer desires to open a new RadioShack branded retail store, Buyer will so notify Sprint in writing and Sprint will have sixty (60) days to accept or reject the right to designate such store as a Co-Branded Store and sublease from Buyer the Sprint Designated Square Footage in such store on the same terms and conditions as set forth in the Buyer Primary Sublease Agreement, subject to such arrangement being permitted by the applicable master lease for such new RadioShack branded retail store (provided Buyer has used commercially reasonable efforts to negotiate with the landlord in the event such arrangement is not permitted by the master lease, it being agreed that such efforts shall not require Buyer to pay any sums or make any other concessions to the landlord in connection therewith) and provided that Sprint is not in material breach of the terms of this Agreement or either Primary Sublease Agreement at the time of such exercise. If Sprint exercises its right to enter into such a sublease, Schedule 2.1(B) will be amended to include such additional store as a Co-Branded Store under the terms of this Agreement and the Buyer Primary Sublease Agreement will be amended accordingly. In the event that Sprint rejects or fails to exercise its right to designate such store as a Co-Branded Store within the sixty (60) day notice period, except as otherwise provided herein or in the MSA or the Pre-Paid Distribution Agreement, Sprint will have no further rights with respect to such location.

(b) Sprint will have the right at any time during the Term upon written notice to Buyer to sublease from Buyer, Sprint Designated Square Footage in any Independent Store on the same terms and conditions as specified in the Buyer Primary Sublease Agreement, subject to such arrangement being permitted by the applicable master lease for such Independent Store (provided Buyer has used commercially reasonable efforts to negotiate with the landlord in the event such arrangement is not permitted by the master lease, it being agreed that such efforts shall not require Buyer to pay any sums or make any other concessions to the landlord in connection therewith) and provided that Sprint is not in material breach of the terms of this Agreement or either Primary Sublease Agreement at the time of such exercise. If Sprint exercises its right to enter into a sublease for Sprint Designated Square Footage at an Independent Store, Schedule 2.1(B) will be amended to include such additional Buyer Primary Store as a Co-Branded Store under the terms of this Agreement and the Buyer Primary Sublease Agreement will be amended accordingly. Notwithstanding anything to the contrary herein, Buyer shall not co-brand any Independent Store with the brand of any other company.

Section 7.5 Staffing and Management; Operation of Co-Branded Stores. On or before the Closing Date, the Parties shall enter into the Operations, Management and Staffing Agreement. Each of the Parties will be responsible for staffing and managing such Party's respective operations in each Co-Branded Store as set forth in the Operations, Management and Staffing Agreement.

Section 7.6 Termination of Operations in Co-Branded Stores. The Parties rights and obligations with respect to the termination of operations in any Co-Branded Store are as provided in the Primary Sublease Agreements.

Section 7.7 Connectivity of Online Business. During the Term, each Party shall include in the store locator function of its Website the ability for website visitors to find the Co-Branded Stores. Buyer shall not market or sell any Competing Products on the RadioShack Website or any other website owned or operated by Buyer relating to the RadioShack Retail Business.

Section 7.8 Transaction Processing and Revenue Processing.

(a) Sprint will be responsible for processing customer transactions in the Sprint Designated Square Footage and RadioShack will be responsible for processing customer transactions in the Buyer Designated Square Footage. Sprint's point of sale system ("POS System") will be capable of processing customer transactions for Sprint Products, and Sprint will use commercially reasonable efforts to ensure that such POS System will be capable of processing customer transactions for RadioShack Merchandise and Cross-Sold Accessories, and Buyer's POS System will be capable of processing customer transactions for RadioShack Merchandise (including Cross-Sold Accessories).

(b) Subject to each Parties' obligation to make payments in accordance with Article IV, revenue from Sprint Store-Within-A-Store transactions will accrue to Sprint (including Sprint's Total Equipment Protection), excluding sales of RadioShack Merchandise from the Sprint-Store-Within-A-Store. All other revenue from transactions at Co-Branded Stores will accrue to Buyer, excluding (i) sales of Sprint Products or Sprint Services, which will accrue to Sprint, and (ii) sales of Cross-Sold Accessories to the extent any portion of such sales are to be shared with Sprint in accordance with the provisions of Schedule 4.2.

Section 7.9 Payment of Obligations. Each Party will, at its expense, pay and discharge all license fees, business, use, sales, gross receipts, income, property or other applicable Taxes which may be charged or levied by reason of any act performed in connection with the operation of its business at or in connection with a Co-Branded Store. Each Party will promptly pay all of its obligations, including those for labor and material, and will not allow any Liens to attach to any of its property located at or used owned in connection with its operation of business at a Co-Branded Store as a result of such Party's failure to pay such obligations unless such obligations are being contested in good faith by appropriate proceedings.

Section 7.10 Creation of Obligations. Neither Party will make purchases or incur any obligation or expense of any kind in the name of the other Party.

Section 7.11 Compliance with Other Laws. Each Party will, at its expense, obtain all permits and licenses which may be required under any applicable Federal, state, or local law, ordinance, rule or regulation by virtue of any act performed in

connection with the operation of its business to be conducted at or in connection with a Co-Branded Store. Each Party will comply with all applicable Federal, state and local laws, ordinances, rules and regulations in connection with the operation of its business to be conducted at or in connection with a Co-Branded Store and its performance under this Agreement.

Section 7.12 Liens.

(a) Sprint will not allow any Liens arising by or through Sprint to attach against any Buyer Primary Stores or any property of Buyer in a Co-Branded Store. In the event any Lien arising by or through Sprint so attaches or is threatened, Sprint will immediately use its reasonable best efforts to cause such Lien to be satisfied and released.

(b) Buyer will not allow any Liens arising by or through Buyer to attach against any Sprint Primary Stores or any property of Sprint in a Co-Branded Store. In the event any Lien arising by or through Buyer so attaches or is threatened, Buyer will immediately use its reasonable best efforts to cause such Lien to be satisfied and released.

Section 7.13 Condition and Use of Sprint Designated Square Footage and Buyer Designated Square Footage.

(a) Sprint will, at its expense, keep the Sprint Designated Square Footage in a thoroughly clean and neat condition, consistent with the condition of other public areas of the Co-Branded Store and will maintain Sprint's Equipment in good working order and repair. Buyer will, at its expense, keep the Buyer Designated Square Footage in a thoroughly clean and neat condition, consistent with the condition of other public areas of the Co-Branded Store and will maintain Buyer's Equipment in good working order and repair. Janitorial services in Co-Branded Stores will be provided for in the applicable Primary Sublease Agreement.

(b) Each Party shall occupy only the space of each Co-Branded Store allotted to such Party and shall not impede or otherwise hinder access to the other Party's allotted space. The Buyer Primary Sublease Agreement shall provide for rights of access to the Sprint Designated Square Footage and use by Sprint employees of breakrooms, bathrooms and other common areas. The Sprint Primary Sublease Agreement shall provide for rights of access to the Buyer Designated Square Footage.

ARTICLE VIII

INTELLECTUAL PROPERTY

Section 8.1 License Grants.

(a) Buyer License Grant. Subject to the terms and provisions set forth in this Agreement, Buyer hereby grants to Sprint, and Sprint hereby accepts, a non-transferable, non-assignable, non-sublicensable and royalty-free license, to use the

RadioShack Mark for inclusion in the Exploitation Materials during the Term solely for use of the Exploitation Materials as set forth in this Agreement. Sprint recognizes Buyer's right to license the RadioShack Marks. Sprint will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair Buyer's rights in RadioShack's Marks. Sprint will not use RadioShack Marks in any way unless Buyer provides prior written approval. Sprint acknowledges and agrees that nothing in this Agreement grants to Sprint the right to use any RadioShack Mark, or to use any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any of the RadioShack Marks and Sprint shall not make any such use. Sprint will not incorporate the Buyer Marks into service mark, trademark, or trade name used or developed by Sprint. Sprint does not acquire or claim any right, title, or interest in or to the RadioShack Marks through this Agreement

(b) Sprint License Grant. Subject to the terms and provisions set forth in this Agreement, Sprint hereby grants to Buyer, and Buyer hereby accepts, a non-transferable, non-assignable, non-sublicensable and royalty-free license, to use the Sprint Mark for inclusion in the Exploitation Materials during the Term solely for use of the Exploitation Materials as set forth in this Agreement. Buyer recognizes Sprint's ownership of Sprint Marks. Buyer will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair Sprint's rights in the Sprint Marks. Buyer will not use Sprint Marks in any way other than as provided in, and subject to the conditions in, Sprint's Branding Guidelines as provided to Buyer during the Term, or with Sprint's prior written approval. Buyer acknowledges and agrees that nothing in this Agreement grants to Buyer the right to use any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any of the Sprint Marks and Buyer shall not make any such use. Buyer will not incorporate the Sprint Marks into any service mark, trademark, or trade name used or developed by Buyer. Buyer does not acquire or claim any right, title, or interest in or to the Sprint Marks through this Agreement.

(c) Limitations on Use. Neither Party has any right to nor will either Party use the other Party's Mark other than as expressly set forth in this Section 8.1 or as otherwise agreed by the Parties

(d) Limitations on Licensing. During the Term, neither Party will license, nor in any other manner grant permission, to any other person or entity to use the other Party's Mark on any products, services or advertising other than those Exploitation Materials mutually agreed by the Parties.

ARTICLE IX

ADVERTISING AND PUBLICITY

Section 9.1 Advertising.

(a) Sprint and Buyer will use their reasonable best efforts to mutually agree on, and cooperate in the creation of, Exploitation Materials for Co-Branded Stores;

provided, however, that Sprint will be entitled to 60% of the total available space with respect to storefront and shopping center marquee signage rights (including signage to the Sprint Store-Within-A-Store), subject to the applicable Master Lease after giving effect to the Sale Order, and all such Exploitation Materials. In the event a city code does not permit exterior co-branded signage, Sprint and Buyer will use their reasonable best efforts to mutually agree on a solution such that all signage adorning Co-Branded Stores is in compliance with city code requirements while also aiming to achieve the terms of this Section 9.1(a). Sprint and Buyer will each bear their pro rata costs for all such Exploitation Materials assuming a 60%/40% split of signage space and Exploitation Material brand presence.

(b) All Exploitation Materials content jointly authored by the Parties that may qualify for copyright protection under U.S. copyright laws, will be jointly owned by the Parties; provided, however, that neither Party will have any obligation to account to the other in connection with such joint ownership. The Parties will agree on whether to file any applications for U.S. copyright registrations for any such materials, and if any are filed, they will be filed such that both Parties are listed as authors and claimants thereof. All costs for application or registration will be shared equally between the Parties. All rights either Party has to any independently or previously developed content incorporated into Exploitation Materials will remain with the originating Party and are subject to the license grants in Section 8.1.

Section 9.2 Publicity. Except as may be required under applicable law or the rules of any national securities exchange, neither Party will issue any publicity or press release regarding its contractual relations with the other Party or regarding the transactions contemplated hereby without the prior written approval of the other Party. The Parties will cooperate at all times and use their reasonable best efforts to adhere to the other Party's written policies regarding interaction with the media as communicated in writing. Notwithstanding the foregoing, each Party acknowledges and agrees that this Agreement may be required to be filed in connection with the Bankruptcy Court proceeding.

ARTICLE X

BUSINESS EQUIPMENT

Section 10.1 Equipment. Entirely at its own expense, Sprint will install furniture, fixtures and equipment as necessary for the efficient operation of its business at the Sprint Designated Square Footage ("Sprint's Equipment"). Sprint's Equipment, and its size, design and location, will at all times be subject to the terms of the Master Lease and will be contained solely within the Sprint Designated Square Footage. Entirely at its own expense, Buyer will install furniture, fixtures and equipment as necessary for the efficient operation of its business at the Buyer Designated Square Footage ("Buyer's Equipment"). Buyer's Equipment, and its size, design and location, will at all times be subject to the terms of the Master Lease and will be contained solely within the Buyer Designated Square Footage.

Section 10.2 POS Terminal. Each Party will furnish and use its own point of sale terminal ("POS Terminal") in each Co-Branded Store. Such POS Terminal will be of a size and design reasonably satisfactory to Buyer and Sprint, and will at all times be and remain the property of the applicable Party. Such POS Terminal will have the capability of processing any major credit card and be able to process sales as set forth in Section 7.8(a).

ARTICLE XI

CUSTOMER INFORMATION; CONFIDENTIALITY

Section 11.1 Confidential Business Information.

(a) "Buyer Confidential Business Information" means any confidential and proprietary information of Buyer, whether disclosed in oral, written, visual, electronic or other form, which Buyer discloses or Sprint observes in connection with Sprint's performance under this Agreement. Buyer Confidential Business Information includes, but is not limited to, Buyer's customer lists, Buyer's business plans, strategies, pricing information, pricing strategies, forecasts and analyses; Buyer's financial information; Buyer's employee and vendor information; Buyer's software (including all documentation and code); hardware and system designs, and protocols; Buyer's product and service specifications; Buyer's purchasing, logistics, sales, marketing and other business processes and data, and the terms and conditions of this Agreement. All Buyer Confidential Business Information is the sole property of Buyer. Sprint has no and will not claim any right, title or interest in any Buyer Confidential Business Information. Nothing in this Agreement will be construed as a license to any Buyer Confidential Information or otherwise to bar Buyer from preventing any misappropriation of any Buyer Confidential Business Information, including by Sprint.

(b) "Sprint Confidential Business Information" means any confidential and proprietary information of Sprint, whether disclosed in oral, written, visual, electronic or other form, which Sprint discloses or Buyer observes in connection with Buyer's performance under this Agreement. Sprint Confidential Business Information includes, but is not limited to, Sprint's customer lists, Sprint's business plans, strategies, pricing information, pricing strategies, forecasts and analyses; Sprint's financial information; Sprint's employee and vendor information; Sprint's software (including all documentation and code); hardware and system designs, and protocols; Sprint's product and services specifications; Sprint's purchasing, logistics, sales, marketing and other business processes and data, and the terms and conditions of this Agreement. All Sprint Confidential Business Information is the sole property of Sprint. Buyer has no and will not claim any right, title or interest in any Sprint Confidential Business Information. Nothing in this Agreement will be construed as a license to any Sprint Confidential Information or otherwise to bar Sprint from preventing any misappropriation of any Sprint Confidential Business Information, including by Buyer.

Section 11.2 Confidential Treatment and Use Restrictions. Buyer Confidential Business Information and Sprint Confidential Business Information are referred to jointly

and severally in this Agreement as "Proprietary Information". The Proprietary Information of each Party (the "Disclosing Party") will be held in utmost confidence by the other Party (the "Receiving Party") and will not be disclosed to any third party. Such Proprietary Information may be disclosed only to the employees, directors, officers, agents and/or professional advisers (collectively, "Representatives") of the Receiving Party who have a need to know such Proprietary Information for performing their duties in connection with this Agreement. The Receiving Party will use and reproduce such Proprietary Information only as necessary for performing its obligations under this Agreement. Notwithstanding the foregoing, no Proprietary Information will be subject to confidential treatment if the Receiving Party can demonstrate that it: (a) is known by the Receiving Party, prior to the first disclosure by the Disclosing Party, without any obligation to hold it in confidence; (b) is or becomes available to the public without breach of this Article XI; or (c) is independently developed by the Receiving Party without use of the Disclosing Party's Proprietary Information as evidenced by contemporaneous written records. If, in the reasonable opinion of its legal counsel, a Receiving Party is required to disclose any Proprietary Information of the other Party in response to a valid subpoena or order of a court or other government agency of competent jurisdiction or other valid legal process or pursuant to the rules of any national securities exchange, the Receiving Party will notify the other Party in writing a reasonable time prior to each disclosure and will cooperate with such Party to enable it to obtain an appropriate protective order or other restrictions on disclosure.

Section 11.3 Confidential Customer Information. Each Party's respective Confidential Customer Information will be deemed confidential and is owned by such Party and neither Party will, and neither Party will permit its employees or officers to, disclose the other Party's Confidential Customer Information to any third party without the consent of the other Party or the affected customer or pursuant to a court order. The Parties acknowledge and agree that the each Party may have need for and may be given access by the other Party to such other Party's Confidential Customer Information under this Agreement including, for example, in connection with a default, audit or periodic review of revenues. Each Party shall use such other Party's Confidential Customer Information only in the performance of its rights and obligations under the Agreement. Upon expiration or termination of this Agreement, each Party will return (and certify in writing such return) any and all Confidential Customer Information owned by the other Party and received by it pursuant to the Agreement, except that, notwithstanding the foregoing, each Party may retain such copies of the other Party's Confidential Customer Information if required to do so to comply with applicable law, and provided (a) such other Party is notified of such legal requirement, and (b) the retaining Party otherwise complies with the terms of this Agreement. Notwithstanding the foregoing, as between Sprint and Buyer, each Party will remain the sole and exclusive owner of its respective Confidential Customer Information, and any use of such Confidential Customer Information will be solely as permitted under this Agreement.

Section 11.4 Treatment of Confidential Customer Information.

(a) The Parties agree that each Party will use or disclose Confidential Customer Information owned by the other Party only as necessary to the establishment or operation of a Sprint Store-Within-A-Store and to perform its other obligations under this Agreement. Each Party will restrict disclosure of Confidential Customer Information owned by the other Party to its Representatives who have a need to know such information in connection with the operation of such Party's licensed businesses generally and who have first agreed to be bound by the terms of this Section 11.4. Without exception, neither Party will export or permit (a) export, (b) access, (c) acquisition, or (d) extrapolation of Confidential Customer Information to any person physically located outside of the United States. All collection, storage, access, review, analysis, use, processing, and maintaining of each Party's Confidential Customer Information will remain, without exception, within each Party's control and dedicated equipment to remove all possibility of commingling of each Party's Confidential Customer Information with Confidential Customer Information owned by the other Party and any other data or information, in any form. For purposes of this Agreement, the acts or omissions of any person to whom either Party has disclosed Confidential Customer Information owned by the other Party are acts or omissions and are the sole responsibility of such disclosing Party.

(b) Unless otherwise prohibited by law, each Party will (i) immediately notify the other Party of any legal process served on such notifying Party for the purpose of obtaining Confidential Customer Information; and (ii) permit the other Party adequate time to exercise its legal options to prohibit or limit such disclosure.

(c) Within ten (10) days following expiration or termination of this Agreement, each Party will, upon the other Party's request, (i) return the Confidential Customer Information owned by such other Party to such other Party or (ii) certify in writing to such other Party that such Confidential Customer Information owned by such other Party has been destroyed in such a manner that it cannot be retrieved.

(d) Each Party will notify the other Party promptly upon the discovery of the loss, unauthorized disclosure, unauthorized access, or unauthorized use of the Confidential Customer Information owned by such other Party that is in the possession of the notifying Party and will indemnify such other Party and hold such Party harmless for such loss, unauthorized disclosure, unauthorized access, or unauthorized use, including attorney's fees.

(e) In addition to any other rights either Party may have under this Agreement or in law, since unauthorized use, access, or disclosure of the Confidential Customer Information owned by a Party may result in immediate and irreparable injury to such Party for which monetary damages may not be adequate, in the event either Party or any officer, director, employee, agent or subcontractor of either Party (for purposes of this Section 11.4(e), a "Disclosing Party") uses or discloses or in such non-disclosing Party's sole opinion, any such Disclosing Party is likely to use or disclose the Confidential Customer Information owned by such non-disclosing Party in breach of such Disclosing Party's obligations under this Agreement or, in such non-disclosing Party's sole opinion there has been a breach to the security, confidentiality, or integrity

of the Confidential Customer Information owned by such non-disclosing Party, such non-disclosing Party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance without the requirement to post bond or other security. Such non-disclosing Party will also be entitled to the recovery of any pecuniary gain realized by the Disclosing Party from the unauthorized use or disclosure of the Confidential Customer Information owned by such non-disclosing Party.

(f) Each Party is fully responsible for all authorized or unauthorized collection, storage, access, review, analysis, use, processing, maintaining, and disclosure of Confidential Customer Information owned by the other Party and in its possession or reasonable control. Neither Party will permit any collection, storage, access, review, analysis, use, processing, maintaining, and disclosure of Confidential Customer Information owned by the other Party that the Agreement does not expressly authorize. Each Party will implement and maintain appropriate technical, operational, and administrative safeguards for the protection of Confidential Customer Information owned or otherwise received by it, consistent with best practices and industry standards, including, without limitation, (i) program that complies with all applicable laws governing the security and handling of Confidential Customer Information; (ii) adequate physical security of all premises in which Confidential Customer Information will be processed and/or stored; (iii) reasonable precautions taken with respect to the employment of, and access given to, personnel, including, without limitation, background checks, training, and disciplinary measures; and (iv) an appropriate network security program, (collectively, "Safeguards"). A "network security program" will include, without limitation: (i) appropriate access policies and controls; (ii) a data encryption standard for Confidential Customer Information in transit and at rest; (iii) data integrity policy and controls; (iv) monitoring, testing and auditing of all controls; and (v) appropriate corrective action and incident response plans. All such policies and plans will be provided to each Party on a timely basis upon reasonable request, and will be deemed confidential information of such Party providing such polices and plans.

(g) Contractors and Subcontractors. Each Party will ensure that only contractors and subcontractors (including any subsidiary, parent, affiliate or partner) who have a need to know of the Confidential Customer Information may access such Confidential Customer Information, and only after such Party has written agreements with such contractors and subcontractors that obligates them to comply with terms at least as restrictive as those contained in this Agreement. Each Party must use at least the same effort, but in no event less than a reasonable amount of effort to enforce obligations of such individuals with regard to Confidential Customer Information as such Party uses for its own similar confidential information.

(h) Data Security Breaches. Each Party will promptly notify the other Party of any actual, probable or reasonably suspected breach of any Safeguards or of any other actual, probable or reasonably suspected unauthorized access to, or acquisition, use, loss, destruction, compromise or disclosure of, any Confidential Customer Information owned by such other Party, including while in the possession or control of such Party or any of its contractors, subcontractors, and affiliates (each, a "Security Breach"). In any

notification to a Party required under this Section 11.4(h), each Party will designate a single individual employed by such Party who must be available to the other Party as a contact regarding its obligations under this Section 11.4(h). Such Party experiencing and reporting the Security Breach will, unless prohibited by applicable law, court order or similar legal process, provide reasonable assistance to the other Party in investigating, remedying and taking any other reasonable action such Party deems necessary regarding any Security Breach and any dispute, inquiry or claim that concerns the Security Breach. Unless prohibited by an applicable law, court order or similar legal process, the Party experiencing and reporting the Security Breach will also notify the other Party of any third-party legal process relating to any Security Breach, including, without limitation, any legal process initiated by any governmental entity (foreign or domestic). The Parties will cooperate with respect to which of them will have responsibility for notifying governmental entities with respect to a Security Breach in accordance with applicable law.

(i) Mutual Compliance. Each Party will comply with all data security, consumer protection, marketing, and privacy laws, and its privacy policies, that apply to the collection, storage, use, access, disclosure, and protection of Confidential Customer Information, and will not cause the other Party to be in violation of such laws. Each Party's practices with respect to the collection and storage of Confidential Customer Information will be guided by the then-current version of the Payment Card Industry Data Security Standard and will be assessed regularly by such Party.

ARTICLE XII

RELATIONSHIP OF PARTIES

Section 12.1 Independent Contractors. The nature of the commercial relationship between Buyer and Sprint will be that of independent contractors. Nothing contained in or done pursuant to this Agreement will be construed as creating a partnership, agency or joint venture; and neither Party will be bound by any representation, act or omission of the other Party.

ARTICLE XIII

INDEMNIFICATION; LIMITATION OF LIABILITY

Section 13.1 Indemnification.

(a) Sprint Claims. Sprint will indemnify, defend and hold harmless Buyer, its affiliates and subsidiaries and their respective directors, officers, employees, agents, independent contractors, successors and assigns (collectively, the "Buyer Indemnified Parties") from and against any and all claims, actions, lawsuits, proceedings, damages, losses, costs and expenses, penalties and fines (including reasonable legal fees and costs) (collectively, "Damages") relating to or arising out of: (i) the design, development, construction or operation of any Sprint Store-Within-A-Store (including, without limitation of the foregoing, goods sold, work done, services rendered, or products utilized in any

Sprint Store-Within-A-Store, lack of repair in or about the area occupied by any Sprint Store-Within-A-Store, operations of or defect in any machinery, motor vehicles, or equipment used in connection with any Sprint Store-Within-A-Store or located in any Sprint Store-Within-A-Store); (ii) any actual or alleged infringement by the Sprint Mark of any patent or claim of patent, copyright or trademark, service mark, or trade name of any third party; (iii) any personal injury, death or property damage occurring on Sprint's Designated Square Footage (unless caused by a Buyer Indemnified Party) or caused by Sprint's employees, whether or not such act is within the scope of the authority or employment of such persons; (iv) any material breach of any representation, warranty, covenant or obligation of Sprint under this Agreement or either Primary Sublease Agreement; or (v) any violation of Section 11.3 or 11.4 by Sprint. Notwithstanding the foregoing, Sprint shall not be required to indemnify any Buyer Indemnified Party for any Damages incurred by such Buyer Indemnified Party to the extent such Damages were caused by or related to (i) the negligence or willful misconduct of Buyer or any Buyer Indemnified Party or (ii) any breach of this Agreement or the Related Agreements by Buyer.

(b) Buyer Claims. Buyer will indemnify, defend and hold harmless Sprint its affiliates and subsidiaries and their respective directors, officers, employees, agents and independent contractors (collectively, the "Sprint Indemnified Parties") from and against any and all Damages relating to or arising out of: (i) the design, development, construction or operation of the portion of any Co-Branded Store other than the Sprint Store-Within-A-Store portion (including, without limitation of the foregoing, goods sold, work done, services rendered, or products utilized in any such portion of any Co-Branded Store, lack of repair in or about the area occupied by Buyer in any Co-Branded Store, operations of or defect in any machinery, motor vehicles, or equipment used in connection with the area occupied by Buyer in any Co-Branded Store or located in or about any such area); (ii) any actual or alleged infringement by the Buyer Mark of any patent or claim of patent, copyright or trademark, service mark, or trade name of any third party; (iii) any personal injury, death or property damage occurring on Buyer's Designated Square Footage (unless caused by a Sprint Indemnified Party) or caused by Buyer's employees, whether or not such act is within the scope of the authority or employment of such persons; (iv) any material breach of any representation, warranty, covenant or obligation of Buyer under this Agreement or either Primary Sublease Agreement; (v) any violation of Section 11.3 or 11.4 by Buyer; or (vi) any of the Assumed Liabilities to the extent such liabilities relate to a period prior to the Closing Date. Notwithstanding the foregoing, Buyer shall not be required to indemnify any Sprint Indemnified Party for any Damages incurred by such Sprint Indemnified Party to the extent such Damages were caused by or related to (i) the negligence or willful misconduct of Sprint or any Sprint Indemnified Party or (ii) any breach of this Agreement or the Related Agreements by Sprint.

Section 13.2 Indemnification Procedure. The indemnities of Section 13.1 are conditioned upon the party entitled to indemnification hereunder (an "Indemnified Party") promptly notifying in writing the party required to provide indemnification hereunder (the "Indemnifying Party") after learning of any Damages subject to this indemnity; provided that, the failure to promptly notify the Indemnifying Party shall not limit or impair the

Indemnified Party's right to defense and indemnification hereunder except to the extent that the Indemnifying Party is materially prejudiced thereby. The Indemnifying Party will, at its own expense, assume control of the defense of such claim with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party, subject to the Indemnifying Party's reimbursement of the Indemnified Party's reasonably incurred out-of-pocket expenses in so doing. For any claim subject to indemnification under Section 13.1, the Indemnified Party may choose to be separately represented at its own expense; provided, however, that (i) the Indemnified Party shall be entitled to be separately represented at the Indemnifying Party's expense if in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable and (ii) if the Indemnifying Party has not acknowledged its obligation to defend such claim or does not diligently defend the Indemnified Party with counsel reasonably acceptable to the Indemnified Party, such Indemnified Party shall have the right to retain counsel, the cost of which shall be subject to the indemnification provisions of this Section 13.1. The Indemnifying Party shall not, except with the consent of the Indemnified Party (which shall not be unreasonably withheld or delayed), enter into any settlement (a) that does not include as a term thereof the giving by the person asserting such claim to all Indemnified Parties of a release from all liability with respect to such claim or consent to entry of any judgment or (b) that provides for any relief other than the payment of monetary Damages subject to the right to indemnity therefor pursuant to this Agreement.

Section 13.3 LIMITATION OF LIABILITY. EXCEPT FOR (I) BODILY INJURY OF A PERSON OR THIRD PARTY PROPERTY DAMAGE, (II) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (III) A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE XI OR (IV) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND ASSERTED AS PART OF A THIRD-PARTY CLAIM, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND.

ARTICLE XIV

INSURANCE

Section 14.1 Types of Insurance. In addition to any insurance requirements pursuant to the Primary Sublease Agreements, each Party will, at such Party's sole expense, obtain and maintain during the Term of this Agreement and for such reasonable times thereafter (including appropriate tail policies) policies of insurance from companies authorized to transact business in the state(s) where operations shall occur and who hold a current rating of at least A-VII or better in the current Best's Insurance Reports published by A.M. Best Company adequate to fully protect both Parties from and against all expenses, claims, actions, liabilities and losses related to the subjects covered by such policies, which will include:

(a) Commercial general liability, including bodily injury, property damage, personal and advertising injury liability, and contractual liability covering operations, independent contractor and products/completed operations hazards, with limits of not less than $1,000,000 for any one occurrence and $2,000,000 annual aggregate, endorsed to name the other Party, its officers, directors and employees as additional insureds;

(b) Workers' compensation as provided for under any workers' compensation or similar law in the jurisdiction where work is performed with an employer's liability limit of not less than $500,000 for bodily injury by accident or disease;

(c) Business auto liability covering ownership, maintenance or use of all owned, hired and non-owned autos used in connection with this Agreement with limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage liability, endorsed to name the other Party, its officers, directors and employees as additional insureds;

(d) Umbrella/excess liability with limits of not less than $50,000,000 per occurrence and annual aggregate in excess of the commercial general liability, business auto liability and employer's liability naming the other Party, its officers, directors and employees as additional insureds;

(e) "All Risk" property insurance covering not less than the full replacement cost of personal property, with a waiver of subrogation in favor of the other Party; and

(f) Network/Cyber-Liability/E-Commerce insurance covering acts, errors, or omissions arising out of such Party's obligations under this Agreement in an amount not less than $10,000,000 per occurrence and $50,000,000 annual aggregate.

Buyer shall provide that its insurance policies shall be primary with respect to the Buyer Designated Square Footage, and with respect to such space, Sprint's insurance policies shall be excess and non-contributory. Sprint shall provide that its insurance policies shall be primary with respect to the Sprint Designated Square Footage, and with respect to such space, Buyer's insurance policies shall be excess and non-contributory. A "Claims Made" policy not renewed or replaced will have an extended reporting period or "tail" of not less than two (2) years. All policies, except the Network/Cyber-Liability/E-Commerce insurance, shall be "occurrence" form. Each liability policy shall be endorsed to name the other party as additional insureds. Each insurance policy shall contain a waiver of subrogation in favor of the other party. Each insurance policy shall be endorsed to give the other party prior written notice of cancellation or material change according to policy provisions. The insurance coverage required to be provided by either party pursuant to this Agreement may not be construed as a limitation on that party's responsibility or liability or as a cap on Damages.

Section 14.2 Certificates. Each Party shall provide the other with proof of insurance either in the form of a Certificate of Insurance (the appropriate ACORD form or equivalent). Such proof shall be provided within fifteen (15) days of the Closing Date, and again within fifteen (15) days of the renewal or replacement of each policy. For Sprint, Certificates shall be sent to CertificateofInsurance@sprint.com. For Buyer, Certificates shall be sent to legal@standgen.com. If either such Party does not provide such other Party with such certificates of insurance or, in either such Party's opinion, such policies do not afford adequate protection for such Party, the objecting Party will so advise the other Party and if such Party does not furnish evidence of acceptable coverage within ten (10) days, the Parties will resolve the dispute in accordance with Section 18.5.

Section 14.3 Settlements. In the event of any action, suit, claim, investigation or other proceeding in which both Buyer and Sprint are named defendants or co-defendants, the Parties agree that neither Party shall settle any such action, suit, claim, investigation or proceeding without obtaining the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

ARTICLE XV

TERMINATION

Section 15.1 Termination. Either Party may terminate this Agreement by providing written notice of termination to the other Party if: (a) this Agreement does not become effective as of the Closing Date or the Asset Purchase Agreement is terminated in accordance with its terms, (b) the other Party has breached any provision of this Agreement or the Primary Sublease Agreements in a manner that is materially deleterious to the non-breaching Party's rights, obligations, benefits or liabilities under this Agreement or any Related Agreement and such breach has not been cured within thirty (30) days after receipt of written notice of such breach; provided, however, that if such failure is not capable of being cured within such period of thirty (30) days with the exercise of reasonable diligence, then such cure period shall be extended for up to an additional ninety (90) days so long as the breaching Party is continuing to exercise diligent efforts to cure such failure, (c) the other Party makes an assignment or any general arrangement for the benefit of creditors, files a petition, or otherwise commences, authorizes or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such proceeding is not dismissed within sixty (60) days, or otherwise becomes bankrupt or insolvent (however evidenced) or is generally unable to pay its debts as they fall due or (d) each Party consents to the termination of this Agreement. Sprint shall have the right to terminate this Agreement by providing written notice of termination to Buyer immediately upon the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person or entity that markets or sells Competing Products becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of Buyer's shares measured by voting power or number of shares (a "Buyer Change in Control"). Buyer shall have the right to terminate this Agreement by providing written notice of

termination to Sprint immediately upon the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person or entity that markets or sells products in competition with Buyer (and derives a material portion of its revenues from such competing activities) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of Sprint's shares measured by voting power or number of shares (a "Sprint Change in Control").

Section 15.2 Effect of Termination. Upon expiration or termination of this Agreement: (a) Sprint will (i) immediately pay all amounts owed to Buyer, subject to Sprint's setoff rights, (ii) cease use of the RadioShack Mark and all Buyer Confidential Business Information and (iii) at its expense, within a reasonable period of time (not to exceed sixty (60) days) remove all of Sprint's Equipment from Buyer Primary Stores, vacate the Buyer Primary Stores and repair any damage to Buyer Primary Stores caused by such removal and vacation, and (b) Buyer will (i) immediately pay all amounts owed to Sprint, subject to Buyer's setoff rights, (ii) cease use of the Sprint Mark and all Sprint Confidential Business Information and (iii) at its expense, within a reasonable period of time (not to exceed sixty (60) days) remove all of Buyer's Equipment from Sprint Primary Stores, vacate the Sprint Primary Stores and repair any damage to Sprint Primary Stores premises caused by such removal and vacation and (c) for the avoidance of doubt, (i) Sprint may terminate any Master Lease with respect to a Sprint Primary Store without liability to Buyer, and (ii) Buyer may terminate any Master Lease with respect to a Buyer Primary Store without liability to Sprint. Termination of this Agreement will be without prejudice to each Party's rights hereunder or under the Primary Sublease Agreements and remedies provided herein will be cumulative of and in addition to any remedies available under the Primary Sublease Agreements or otherwise at law or in equity.

Section 15.3 Survivability. The provisions of Article XI and Article XV shall survive the termination or expiration of this Agreement. No expiration or termination of this Agreement will relieve the Parties of obligations arising before expiration or termination or of any obligations that survive expiration or termination of this Agreement.

ARTICLE XVI

CONDITIONS TO EFFECTIVENESS

Section 16.1 Conditions Precedent. This Agreement shall be effective, and the obligations of each Party pursuant to this Agreement shall commence, upon the satisfaction or waiver by each Party of each of the following conditions:

(a) the Sale Order has been entered and the Closing Date shall occur substantially concurrently with the effectiveness of this Agreement;

(b) no governmental entity shall have issued (and no governmental entity or other person shall have filed an action seeking) any injunction or other order, and no other governmental proceeding shall be pending or threatened, which prohibits or

restrains or otherwise prevents (or seeks to prohibit, restrain or otherwise prevent) the transactions contemplated by this Agreement;

(c) each of the Related Agreements has been executed and delivered by each Party to the other Party on or before the Closing Date;

(d) the Parties shall have agreed to the Liquidity Covenant;

(e) at least 450 of the Master Leases for the Sprint Primary Stores as selected by Sprint and at least 900 of the Master Leases for the Buyer Primary Stores as selected by Sprint and Buyer contain lease terms that are reasonably satisfactory to Sprint;

(f) completion of (i) Schedule 2.1(A) and Schedule 2.1(B) at least three Business Days prior to the Auction (as defined in the Asset Purchase Agreement) so that the total number of Sprint Primary Stores and Buyer Primary Stores is together at least 1,350 and (ii) an adjustment to the monthly rent amounts set forth in Schedule 4.1 based upon the final list of Co-Branded Stores, in each case to the reasonable satisfaction of Sprint and Buyer (it being agreed that any reduction in the total number of stores below 1,350 shall not be deemed satisfactory to Buyer or Sprint);

(g) completion of the Build Out Schedule to the reasonable satisfaction of Sprint and Buyer;

(h) in the event Buyer has not purchased or leased the RadioShack trademark at or prior to Closing, Sprint shall have approved of any proposed alternative name, mark and other branding to be used by Buyer in connection with its obligations under this Agreement (such approval not to be unreasonably withheld, conditioned or delayed) and the provisions of this Agreement pertaining to intellectual property (including Article VIII) shall have been modified to the reasonable satisfaction of both Parties to reflect such alternative name, mark and other branding; and

(i) receipt of a certificate from the other Party on or prior to the Closing Date signed by a duly authorized officer affirming that the conditions to effectiveness set forth in Section 16.1(a)-(h) have been satisfied or waived by such other Party and that this Agreement will be in full force and effect as of the closing of the transactions contemplated by the Asset Purchase Agreement.

Section 16.2 Cooperation. Each Party shall act in good faith and use its reasonable efforts to ensure that all of the conditions to this Agreement's effectiveness set forth in Section 16.1 are satisfied on or before the Closing Date, including the completion and delivery of the Related Agreements on or prior to the Closing Date.

Section 16.3 Provisions Effective at Signing. Notwithstanding Section 16.1, Sections 2.1(a) (except for the last sentence thereof), 2.1(b)(iii)-(iv), 5.1, 5.2 and the last sentence of Section 2.2(a)(i) and Articles, XI, XIII and XV through XVIII will be effective upon the execution of this Agreement and not subject to the satisfaction of the conditions set forth in Section 16.1.

ARTICLE XVII

ASSIGNMENT

Section 17.1 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party; provided, however, that (a) Sprint may assign this Agreement to any successor or affiliate of Sprint or any assignee that may result from any merger, consolidation or reorganization, or to another company that acquires all or substantially all of the business or assets of Sprint without the consent of the Buyer, and (b) the Buyer may assign this Agreement to any successor of the Buyer or any assignee that may result from any merger, consolidation or reorganization, or to another company that acquires all or substantially all of the business or assets of the Buyer without the consent of Sprint; provided, further, that Buyer may assign this Agreement to any direct or indirect wholly-owned subsidiary of Buyer that acquires the Acquired Assets pursuant to the Asset Purchase Agreement with the prior written consent of Sprint, which shall not be unreasonably withheld (provided that no assignment under this Section 17.1 shall relive the assignor of its obligations hereunder). Notwithstanding anything to the contrary herein, (x) any Buyer Change in Control will constitute an assignment of this Agreement for which Sprint's prior written consent is required (such consent not to be unreasonably delayed or withheld); (y) any Sprint Change in Control will constitute an assignment of this Agreement for which Buyer's prior written consent is required (such consent not to be unreasonably delayed or withheld) and (z) in the event of a subsequent bankruptcy of either Party, this Agreement may only be assigned to an assignee that provides adequate assurance of future performance of the terms of this Agreement and the Related Agreements.

Section 17.2 Binding Nature. The provisions of this Agreement will be binding upon, and inure to the benefit of, Sprint, Buyer and each of their respective successors and permitted assigns.

ARTICLE XVIII

MISCELLANEOUS

Section 18.1 Bankruptcy Matters. Buyer and Sprint acknowledge that certain transactions contemplated by this Agreement are subject to Bankruptcy Court approval.

Section 18.2 Cumulative Remedies; Waiver. The remedies provided in this Agreement are cumulative, and will not affect in any manner any other remedies that either Party may have for any default or breach by the other Party. The exercise of any right or remedy will not constitute a waiver of any other right or remedy under this Agreement or provided by law or equity. No waiver of any such right or remedy will be implied from failure to enforce any such right or remedy other than that to which the waiver is applicable, and only for that occurrence. No waiver of any such right or remedy will be implied from any course of dealing or course of performance between the Parties or any delay of a Party to exercise any right or remedy granted under this Agreement.

Section 18.3 Severability. If any provision in this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been included.

Section 18.4 Governing Law. This Agreement and any claims that may arise in relation to it will be interpreted and governed by the internal substantive laws of the State of Delaware as pertaining to contracts to be performed within Delaware, without regard to its conflict of law principles. This Agreement will not be effective until it has been received and executed by Buyer and Sprint. The federal and/or state courts of Delaware will have personal and subject matter jurisdiction over, and the Parties each hereby submit to the venue of such courts with respect to, any dispute arising pursuant to this Agreement, and all objections to such jurisdiction and venue and hereby waived.

Section 18.5 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement will first be submitted to each Party's Authorized Representative for the purpose of exploring in good faith the possibility of informal resolution of any such controversy or claim.

Section 18.6 Entire Agreement. This Agreement and the Related Agreements set forth the entire agreement and understanding between the Parties with respect to the operation of the Sprint Store-Within-A-Stores at the Co-Branded Stores. No trade custom or practice, course of dealing or course of performance between the Parties shall operate as a modification or amendment of this Agreement. This Agreement may not be supplemented, modified or amended except by a written instrument signed by the respective duly authorized representatives of Sprint and Buyer, and no person has or will have the authority to supplement, modify or amend this Agreement in any other manner. This Agreement will be effective only when executed on behalf of the Parties.

Section 18.7 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

Section 18.8 No Third Party Beneficiaries. Except as expressly set forth in Section 13.1, this Agreement is intended for the exclusive benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed as creating any rights or benefits in or to any third party.

Section 18.9 Force Majeure. Neither Party shall be liable to the other Party for any failure or delay in performance of its obligations under this Agreement, other than the obligation to pay money when due, because of a Force Majeure Event. If either Party is unable to perform its obligations hereunder (other than the obligation to pay money when due) as a result of a Force Majeure Event, the obligations of such Party shall be suspended for the duration, and only to the extent of such Force Majeure Event, provided that the affected Party shall notify the other Party of its inability to so

perform within five (5) Business Days of the occurrence of the Force Majeure Event, the steps it plans to take to rectify or mitigate such inability and the anticipated length of such inability.

Section 18.10 Specific Performance. Each Party acknowledges and agrees that in the event of any breach or threatened breach of this Agreement by the other Party, the non-breaching Party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that, the breaching Party shall waive, in any action for specific performance, the defense of adequacy of a remedy at law and the non-breaching Party shall be entitled, in addition to any other remedy to which it may be entitled, to compel specific performance of this Agreement and to injunctive relief, and the breaching Party further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance or injunctive relief. For the avoidance of doubt, the Parties agree that the non-breaching Party shall be entitled to enforce specifically the terms and provisions of this Agreement to prevent breaches of or enforce compliance with those covenants of the breaching Party that require the breaching Party to consummate the transactions contemplated hereby. The non-breaching Party's pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which the non-breaching Party may be entitled, including the right to pursue remedies for any damages incurred or suffered by the non-breaching Party as may be otherwise permitted under this Agreement.

Section 18.11 Counterparts. For the convenience of the Parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 18.12 Notices. All notices provided for or which may be given in connection with this Agreement will be in writing and mailed (by first class registered or certified mail, postage prepaid, return receipt requested), sent by hand delivery, express overnight courier service or facsimile or email transmission, or delivered to the applicable party hereto at the address indicated below.

Buyer

General Wireless Inc.
c/o Standard General L.P.
Attention: Gail Steiner
757 Fifth Avenue, 12th Floor
New York, NY 10153
Phone: (212) 257-4728
legal@standgen.com

With a copy to:

Debevoise & Plimpton LLP
Attention: Jonathan E. Levitsky
919 Third Avenue
New York, New York 10022
Phone: (212) 909-6423
Fax: (212) 521-7823
jelevitsky@debevoise.com

Notices given by Buyer to Sprint will be addressed to:

Sprint

Attention: Michael C. Schwartz, Senior Vice President of Corporate and Strategic Development
6200 Sprint Parkway
Overland Park, KS 66251
Mailstop

With a copy to:

Legal Department – Attn: Vice President of Real Estate
6200 Sprint Parkway
Overland Park, KS 66251

Legal Department – Attn: Vice President of Marketing and Sales
6200 Sprint Parkway
Overland Park, KS 66251

McGuireWoods LLP
Attention: Cecil E. Martin, III
7 Saint Paul Street, Suite 1000
Baltimore, Maryland 21202
Phone: (410) 659-4419
Fax: (410) 659-4535
cemartin@mcguirewoods.com

All such notices, requests, demands and other communications shall be deemed to have been validly served, given or delivered (a) upon the earlier of actual receipt and two business days after deposit in the United States mail, registered or certified mail, return receipt requested, with proper postage paid, (b) upon receipt of transmission, when sent by telecopy, facsimile or email transmission with such receipt confirmed by the recipient, (c) one business day after deposit with a reputable overnight courier with all charges prepaid, or (d) when delivered, if hand delivered by messenger. All changes of address must be communicated to the other Party in writing.

Section 18.13 Non-Solicit. Each Party agrees that during the Term and for a period of twelve (12) calendar months following the termination or expiration of this

Agreement, such Party shall not, without the prior written consent of the other Party, directly or indirectly, solicit, employ, retain, or attempt to solicit, employ or retain, any person who is or has been (within twelve (12) months of any such solicitation, employment or retention) employed or retained by the other Party. The provisions of this Section 18.13 shall not restrict either Party from soliciting or hiring a person employed by the other Party pursuant to an unsolicited public advertisement, notice, general solicitation or inquiry or application by such person without any targeted recruitment or solicitation of such person.

Section 18.14 Individual Representative. Each of the Parties will designate in a writing delivered to the other Party a representative (each an "Authorized Representative"), which Authorized Representative will be authorized to provide any consents required hereunder, including, without limitation, any consent to assignment, subletting, alteration or relocation under this Agreement or any Master Lease. Such Authorized Representatives will meet or convene electronically regularly, at least once a month, to discuss any outstanding issues or concerns with respect to this Agreement, the Master Leases or any Co-Branded Store and will meet in person or telephonically at such other times when required to attempt to informally resolve disputes hereunder.

[intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Master Strategic Retail Alliance Agreement effective as of the Effective Date:

BUYER

General Wireless Inc.

By: ______________________________
Name: Soo Kim
Title: Chief Executive Officer and President

SPRINT

Sprint Solutions, Inc.

By: ______________________________
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Master Strategic Retail Alliance Agreement effective as of the Effective Date:

BUYER

General Wireless Inc.

By: ______________________________
Name:
Title:

SPRINT

Sprint Solutions, Inc.

By: MCSchwartz
Name: MICHAEL C. SCHWARTZ
Title: SVP CORPORATE STRATEGY AND DEVELOPMENT

EXHIBIT A

FORM OF BUYER PRIMARY SUBLEASE AGREEMENT

Exhibit A

MULTIPLE SITE SUBLEASE AGREEMENT

by and between

General Wireless Inc., a Delaware corporation

as “Sublandlord”

and

[Sprint, a _______________]

as “Subtenant”

Dated: February __, 2015

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THIS MULTIPLE SITE SUBLEASE AGREEMENT (this "***Sublease***") is made as of _____________, 2015 (the "***Effective Date***") by and among GENERAL WIRELESS INC.[1], a Delaware corporation (together with its successors and assigns, "***Sublandlord***"), [[2][SPRINT, A _______________] (together with its successors and assigns, "***Subtenant***") and SPRINT SOLUTIONS INC., a Delaware corporation (together with its successors and assigns, "***Sprint***").

Background

A. Sublandlord and Sprint are parties to that certain Master Strategic Retail Alliance Agreement dated as of even date herewith (the "***Alliance Agreement***"), whereby Sublandlord and Sprint have agreed that Sublandlord will provide Subtenant space within certain retail locations currently leased by Sublandlord and Subtenant will open a store within such retail location to market and sell Subtenant's merchandise. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Alliance Agreement.

B. This Sublease shall provide certain terms and conditions by which Subtenant will open and operate such stores.

C. The United States Bankruptcy Court for the District of Delaware in Case No: 15-10197 (BLS) (the "***Bankruptcy Court***") has entered or will enter a sale order providing that the Master Lease for each of those Buyer Primary Stores set forth on **Schedule A**[3] will be assigned to Sublandlord ("***Sale Order***").

D. Sublandlord leases each of the leasehold properties listed on **Schedule A** (or leases or will lease the additional properties to be added to Schedule A pursuant to Section 7.4 of the Alliance Agreement) and to which the Alliance Agreement applies (hereinafter referred individually as a **"*Property*"** and collectively as the "***Properties***") as tenant pursuant to the

---

[1] It is contemplated that General Wireless Inc. might create a wholly owned subsidiary to serve as the "Buyer" under the APA and to acquire all of the leases and other assets under the APA. That would facilitate obtaining debt financing at the "Buyer" level without covenants that restrict equity related actions taken at the General Wireless Inc. level (e.g., actions that would be taken pursuant to the IRA or otherwise). In such case, this Sublease will be revised to apply to the actual buyer of assets under the APA and direct party to the applicable master leases.

[2] Sprint tenant/subtenant entities determined by geographic location including but not limited to Sprint Spectrum L.P., SprintCom, Inc., Sprint PCS Assets, L.L.C., APC Realty and Equipment Company, LLC, and Sprint Spectrum Realty Company, L.P.

[3] Note to Draft: To conform to Schedule 2.1(B) of the Alliance Agreement.

leases described on **Schedule A** (hereinafter referred to individually as a "***Master Lease***" and collectively as the "***Master Leases***") from the landlords set forth on **Schedule A** (hereinafter referred to individually as a "***Master Landlord***" and collectively as the "***Master Landlords***").

E. Sublandlord desires to sublease portions of the Properties to Subtenant, and Subtenant desires to sublease the same from Sublandlord, in order to effectuate the purposes of the Alliance Agreement.

F. Sublandlord and Subtentant have entered into this Sublease, the Other Master Sublease (as hereinafter defined), the Master Leases and the Alliance Agreement in order to create interdependent, complementary and shared operations that rely on each party having certain rights and obligations as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Sublease and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Sublandlord and Subtenant, Sublandlord and Subtenant agree as follows:

1. Premises; Possession.

(a) Upon the terms and conditions set forth in this Sublease and the Alliance Agreement, Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord certain portions of the Properties, as further described on **Schedule B** (the "***Premises***").

(b) To the extent this Sublease expires or otherwise terminates with respect to any of the Premises in accordance herewith or pursuant to the Alliance Agreement, but certain Premises remain subject to this Sublease, this Sublease shall terminate and be of no further force and effect (except with respect to provisions that by their terms or nature survive) with respect to the Premises as to which this Sublease shall have so expired or terminated (but shall remain in effect with respect to all other Premises), and, except to the extent explicitly set forth to the contrary in this Sublease or the Alliance Agreement, neither party shall have any further rights or obligations hereunder with respect to the Premises as to which this Sublease shall have so expired or terminated for the period following expiration or termination.

2. Use and Operating Hours.

(a) Subject to the terms and conditions of the applicable Master Lease, Subtenant may use the applicable Premises, if at all, at such hours mutually agreed upon by Subtenant and Sublandlord for the conduct of the Sprint SIS Business and sales of products authorized by Section 7.2(d) of the Alliance Agreement. Except as may be otherwise agreed by the parties, after the opening of its store within the

applicable Premises, Subtenant shall operate in the applicable Premises continuously during Subtenant's operating hours; provided, however, that the parties acknowledge and agree that each party may need to make permitted alterations and perform physical inventory counts from time to time and in connection therewith the parties shall reasonably cooperate to schedule and perform such physical inventory count and alterations to minimize the impact on the businesses of the parties at such Property. The parties expressly acknowledge that Subtenant's obligation to use the Premises at the Properties for the uses permitted above throughout the Term is a material consideration for Sublandlord to enter into this Sublease.

(b) Subtenant shall maintain a commercially reasonable level of its merchandise within each Premises in accordance with Section 7.2(b) of the Alliance Agreement.

(c) Following the date that is thirty (30) days after the Closing Date, Sublandlord is prohibited from using any applicable Remaining Property for the marketing and sale of Competing Products (as defined in the Alliance Agreement) for so long as the applicable Property is a Co-Branded Store pursuant to the Alliance Agreement.

(d) Pursuant to and subject to Section 2.1(b)(iv) of the Alliance Agreement, the Subtenant may begin selling its products at a Property prior to Subtenant opening and operating a store within the applicable Premises.

3. Common Areas.

Subtenant shall have the non-exclusive right, in common with Sublandlord and the other occupants (if any) of the applicable Property, to use (i) those stairways, elevators, break rooms, lobbies, passageways, corridors and restrooms at the Properties and (ii) such areas outside the Properties to which Sublandlord has rights to access under the Master Leases as common areas, to the extent of Sublandlord's rights under the applicable Master Lease, in each case to the extent such areas are necessary or convenient in connection with Subtenant's use of or access to such Premises (the "***Common Areas***").

4. Term.

(a) The term of this Sublease shall commence on the date the Alliance Agreement becomes effective pursuant to Section 16.1 of the Alliance Agreement (the "***Commencement Date***") and shall continue thereafter as to each particular Premises at the Properties until the day that is one day prior to the earliest of (i) the expiration and non-renewal of the term of the Master Lease with respect to the applicable Property, (ii) the termination or expiration of the Alliance Agreement, (iii) the date upon which such Master Lease is sooner terminated as provided in

the Master Lease with respect to the applicable Property or (iv) termination by either party as expressly permitted under this Sublease with respect to the applicable Property (with respect to each particular Premises, the "***Expiration Date***" of such Premises). The period between the Commencement Date and the Expiration Date for a particular Premises is sometimes hereinafter referred to as the "***Term***" for such Premises.

(b) If any Master Lease is assigned by Sublandlord to Subtenant, this Sublease shall terminate and be of no further force or effect on the effective date of such assignment with respect to the applicable Premises only (except with respect to the provisions that by their terms or nature survive).

(c) If the term of a Master Lease will expire prior to the date set forth in Section 4(a)(ii) as may be extended, the parties shall consult with one another in good faith regarding their desire to extend the applicable Master Lease and this Sublease with respect to such Property. If Sublandlord desires to extend the applicable Master Lease, Sublandlord shall use commercially reasonable efforts to pursue such extension with the Master Landlord on terms substantially consistent with the terms of the then current lease or on terms reasonably acceptable to Sublandlord and Subtenant. If Subtenant elects not to continue this Sublease with respect to such Master Lease, the Subtenant shall have the right to terminate such Sublease pursuant to and subject to Section 16(e). If Subtenant desires to extend the Master Lease and Sublandlord does not, (i) Sublandlord shall reasonably cooperate with Subtenant to facilitate the assignment of the applicable Master Lease to Subtenant and the extension of such Master Lease, at Subtenant's sole cost and expense, and if such Master Lease is assigned to Subtenant, then the provisions of Section 16(g)(ii) shall apply and (ii) if the Master Lease cannot be assigned to Subtenant pursuant to the preceding clause (i), Sublandlord will use commercially reasonable efforts to pursue such extension on terms substantially consistent with the terms of the then current lease or on terms reasonably acceptable to Sublandlord and Subtenant, provided that Sublandlord may terminate such Master Lease pursuant to and subject to Section 16(f). If Subtenant and Sublandlord desire not to renew such Master Lease, then each party will remove such party's personal property from the applicable Property, remove such party's build out and alterations from the applicable Property and restore its respective portion of the Property to the condition required pursuant to the applicable Master Lease, in each case at such party's sole cost and expense.

5. Rent.

With respect to each Premises, commencing on the Rent Commencement Date (as defined in Schedule 4.1 of the Alliance Agreement) for such Premises, (i) Subtenant shall be responsible for the payment of (x) the Per Store Monthly

Amount set forth in Schedule 4.1 of the Alliance Agreement (as such amount may be adjusted as set forth in Schedule 4.1 of the Alliance Agreement) and the portion of broadband internet fee described in clause (iii) of Schedule 4.1 of the Alliance Agreement, which amounts include rent and occupancy, property taxes, insurance costs required under the Master Leases, utilities, common area maintenance charges and all other lease related payments customarily made to landlords or other third parties under a lease in the ordinary course and (y) percentage rent in accordance with Schedule 4.1 of the Alliance Agreement (amounts described in this clause (i), "***Sublease Base Rent***") and (ii) upon receipt of an invoice therefor and reasonable supporting documentation, Subtenant's Proportionate Share (as set forth on **Schedule A**) of (a) any costs and expenses other than those included in the Sublease Base Rent incurred by tenant under the Master Lease other than in the ordinary course (e.g., costs incurred in connection with extraordinary maintenance or repairs) and affecting both Sublandlord and Subtenant and (b) the costs and expenses of any third-party services provided to the Property or any portion thereof (other than those included in Sublease Base Rent) benefiting both Sublandlord and Subtenant (amounts described in this clause (ii), "***Sublease Additional Rent***"), in each case for such Premises and pursuant to Schedule 4.1 of the Alliance Agreement, and such payments shall be made by Sprint (on behalf of Subtenant) in accordance with the provisions thereof, in each case, without duplication. Sublease Base Rent and Sublease Additional Rent is sometimes hereinafter collectively referred to as "***Rent***".

6. "AS IS" Condition; Matters of Record.

(a) Subtenant shall accept the Premises and the Common Areas, and any other portions of the Property as to which Subtenant has or may obtain rights under this Sublease from time to time during the Term, in each case "***AS IS***" in their present state on the Commencement Date or, from time to time during the Term, "***AS IS***" in their state on the date on which Subtenant obtains such rights in each case, provided that Sublandlord shall comply with the provisions of Section 2.2 of the Alliance Agreement with respect to the delivery of each Premises. Subtenant hereby represents and warrants to Sublandlord that Subtenant is familiar with the Premises, the Common Areas and the Properties and has made such independent investigations as Subtenant deems necessary or appropriate concerning this Sublease and the condition of the Premises, the Common Areas and the Properties and is not relying upon any representations, warranties or statements made by or on behalf of Sublandlord whatsoever. No patent or latent condition affecting the Premises, the Common Areas or the Properties, whether known or unknown by Subtenant as of the date of this Sublease, shall alter or affect Subtenant's obligation to accept the same or the performance of Subtenant's obligations under this Sublease, nor shall it give rise to any right to damages or rescission of this Sublease or any other claims whatsoever against Sublandlord.

(b) This Sublease and Subtenant's rights and interest hereunder are subject to all covenants, conditions, restrictions, reservations, rights, rights of way, easements, dedications and other matters of record, subject, however, to the Sale Order.

7. Utilities and Services.

(a) Sublandlord Services. Sublandlord shall not be required to provide any services to Subtenant or the Premises in connection with this Sublease except as specifically described in the Alliance Agreement or this Sublease. Sublandlord agrees, however, to use its reasonable efforts to cause the Master Landlords to perform their duties, obligations, liabilities and undertakings under the applicable Master Lease reasonably necessary for Subtenant to operate its business at the applicable Premises.

(b) Telephone and Telecommunication Services. Subject to availability at the applicable Property and the terms and conditions of the applicable Master Lease, Sublandlord will use commercially reasonable efforts to make available to Subtenant such telephone and internet connections and other utility connections as are necessary to operate the Subtenant's business within the Premises in accordance with Section 2.2(e) of the Alliance Agreement and otherwise reasonably cooperate with Subtenant in arranging for installation and maintenance of any and all wiring necessary for telephone and internet connections required for operation of Subtenant's business within the Premises ("**Subtenant Telephone and Broadband Line(s)**"), and the payment of all costs related thereto shall be governed by Schedule 4.1 of the Alliance Agreement. Subtenant will cooperate with Sublandlord's technical/information technology staff with respect to all technological, internet, systems and similar issues relating to the installation and operation of the Sprint Telephone and Broadband Line at the Premises. Upon expiration or termination of this Sublease with respect to any particular Premises, Subtenant shall retain ownership of the telephone number(s) associated with any Subtenant Telephone and Broadband Line that are connected with such Premises for which this Sublease has been terminated or has expired, but shall immediately notify the telephone company to terminate service on such Subtenant Telephone and Broadband Line, and shall be responsible for any fees or costs for the use of such telephone number(s) incurred from and after the date of the expiration or termination, as applicable, of this Sublease with respect to such Premises.

(c) Intentionally Omitted.

(d) Interruption of Services. Subtenant agrees that neither Sublandlord nor any of its respective agents, employees, officers, directors, representatives or contractors and their respective successors and assigns (collectively, the "***Sublandlord***

Parties") shall be liable for damage or injury to person, property or business or for loss or interruption of business, or for any other matter, in the event there is any failure, delay, interruption, diminution or discontinuance in furnishing any service required to be provided by Sublandlord or any Master Landlord to Subtenant, except to the extent caused by the negligence or willful misconduct of the applicable Sublandlord Party. No such failure, delay, interruption, diminution or discontinuance shall be deemed or constitute an eviction or disturbance of Subtenant's use or occupancy of the applicable Premises, in whole or in part, actual or constructive, or entitle Subtenant to any claim for set-off, abatement or reduction of Rent, render Sublandlord liable for damages, or relieve Subtenant from the performance of or affect any of Subtenant's obligations under this Sublease.

(e) Sublandlord agrees that neither Subtenant nor any of its respective agents, employees, affiliates, directors, representatives or contractors and their respective successors and assigns (collectively, the "***Subtenant Parties***") shall be liable for damage or injury to person, property or business or for loss or interruption of business, or for any other matter, in the event there is any failure, delay, interruption, diminution or discontinuance in furnishing any services required to be provided by Subtenant to any Sublandlord's Remaining Property (as defined in Section 13(a) below) except to the extent caused by the negligence or willful misconduct of the applicable Subtenant Party.

8. Licenses and Permits.

(a) Subtenant shall be solely responsible for procuring and maintaining in effect any licenses or permits required for the operation of Subtenant's business activities in the Premises during the Term, including, without limitation, any such licenses or permits required by the applicable terms and conditions of each Master Lease as they relate to the applicable Premises.

(b) Sublandlord shall be solely responsible for procuring and maintaining in effect any licenses or permits required for the operation of Sublandlord's business activities in the Remaining Property during the Term, including, without limitation, any such licenses or permits required by the applicable terms and conditions of each Master Lease as they relate to the applicable Remaining Property.

9. Repair Obligations.

(a) Subtenant and Sublandlord, each at their expense, shall maintain each particular Premises and Remaining Property, respectively, in accordance with the terms and provisions of the applicable Master Lease, this Sublease, and Section 7.13 of the Alliance Agreement and in any event shall maintain all Premises and associated

Remaining Property, respectively, in good condition and repair, in keeping with the quality and general appearance of other stores operated by both Sublandlord and Subtenant in quality and appearance. Each party acknowledges and agrees that because each party will be operating its retail store in the respective portions of each Property, the keeping of the Premises and the Remaining Property in a clean, neat and orderly manner and as otherwise required herein is a material term of this Sublease. Subtenant shall also promptly repair any damage to the Remaining Property caused by any act or omission of Subtenant or Subtenant's agents, employees, representatives or contractors following thirty (30) days' written notice from Sublandlord, unless such repairs cannot be reasonably completed within thirty (30) days, in which case Subtenant will commence such repairs in thirty (30) days and will proceed diligently to completion within an additional thirty (30) day period. Sublandlord may, at its option, perform any maintenance or make any repairs that are Subtenant's responsibility under this Section 9(a) as Sublandlord shall desire or deem necessary for the safety, operation or preservation of the Premises, the Remaining Property or the Property, or as Sublandlord may be required to do by any governmental authority or by the order or decree of any court or by any other proper authority. If Sublandlord performs any repairs that are Subtenant's responsibility hereunder, Subtenant shall promptly reimburse Sublandlord for the costs incurred in connection with such repairs (together with a charge equal to 10 percent of the cost of the repairs) within ten days after receipt of an invoice setting forth such costs.

(b) Sublandlord shall also promptly repair any damage to the Premises caused by any act or omission of Sublandlord or Sublandlord's agents, employees, representatives or contractors following thirty (30) days' written notice from Subtenant, unless such repairs cannot be reasonably completed within thirty (30) days, in which case Sublandlord will commence such repairs in thirty (30) days and will proceed diligently to completion within an additional thirty (30) day period.

(c) Any maintenance or repairs of the applicable Property required to be performed by Sublandlord under the applicable Master Lease that affects both the Premises and the Remaining Property shall be performed by Sublandlord, and Subtenant shall be responsible for any Sublease Additional Rent payable in connection therewith as set forth on Schedule 4.1 of the Alliance Agreement, and any payments required to be made by Subtenant in connection therewith shall be made by Sprint (on behalf of Subtenant) in accordance with Schedule 4.1 of the Alliance Agreement, in each case, without duplication. Notwithstanding Schedule 4.1 of the Alliance Agreement, if any such maintenance or repair is necessitated by the negligent act or omission (where there existed a duty to act) of either, or both, of Sublandlord or Subtenant, then each party shall be responsible

for the cost of such maintenance or repair to the extent such maintenance or repair was due to the act or omission (where there existed a duty to act) of such party and the payments to be made pursuant to Schedule 4.1 of the Alliance Agreement shall be adjusted accordingly.

10. Surrender of Premises.

Upon the expiration or termination of this Sublease or otherwise upon the termination Subtenant's right to possession of a particular Premises, Subtenant shall surrender such Premises to Sublandlord in broom-clean condition, and on the Expiration Date with respect to such Premises, Subtenant shall (x) have removed Subtenant's personal property, (y) removed any alterations that were installed by Subtenant and (z) restored the portions of the Premises in which such alterations were located (including, without limitation, the repair of any damage caused by the removal of such alterations) to the condition portions of the Premises were in when delivered to Subtenant pursuant to Section 2.2(a)(iii) of the Alliance Agreement, in each case, at Subtenant's sole cost and expense (such obligations, collectively, the "***Restoration Obligations***").

11. Insurance.

(a) Insurance Requirements. In addition to complying with the insurance requirements under the Alliance Agreement applicable to Sprint, Subtenant, at its sole expense, shall obtain and keep in force the insurance required to be obtained by Sublandlord as tenant under each Master Lease. Each liability policy of insurance as to which a Master Landlord is required to be named as an additional insured shall also name Sublandlord, as an additional insured. Each certificate of insurance required to be provided to a Master Landlord pursuant to a Master Lease shall be submitted by Subtenant to Sublandlord.

(b) Avoid Action Increasing Rates. Subtenant shall comply with all applicable laws, rules and regulations (including, without limitation, all applicable fire codes and rules and regulations of Sublandlord's fire insurance underwriters) and all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. If by reason of the failure of Subtenant to comply with the provisions of this Section 11(b), any insurance coverage is jeopardized or insurance premiums are increased, Sublandlord shall have the option either to terminate this Sublease with respect to such Premises or to require Subtenant to make immediate payment of this increased insurance premium.

(c) Failure to Insure. If Subtenant fails to maintain any insurance, which Subtenant is required to maintain pursuant to this Section 11, (i) Subtenant shall be liable to

Sublandlord for any loss or costs resulting from such failure to maintain, and (ii) Sublandlord shall have the right without obligation to purchase such insurance on behalf of Subtenant (at Subtenant's cost). Except as set forth in the Alliance Agreement, Subtenant may not self-insure against any risks required herein to be covered by insurance.

(d) Representation. Sublandlord makes no representation that the limits of liability specified to be carried by Subtenant under this Section 11 are adequate to protect Subtenant. In the event Subtenant believes that any such insurance coverage called for under this Sublease is insufficient, Subtenant shall provide, at its own expense, such additional insurance as Subtenant deems adequate.

(e) Additional Requirements. Subtenant shall require each of its contractors and trades people performing work at the Premises to carry insurance in amounts and standards required in this Section 11 (including as may be specified under the Alliance Agreement and the applicable Master Lease) from insurance companies authorized to do business in the State in which the applicable Premises are located.

(f) Notices. Subtenant shall immediately furnish Sublandlord with a copy of any written notice received, or a written summary of an oral notice received, from any governmental or quasi-governmental authority, insurance company, inspection bureau or any other third party as it relates to the Premises.

12. Assignment and Subletting.

(a) Sublandlord's Consent. Except as set forth in the Alliance Agreement, Subtenant shall not, without the prior written consent of Sublandlord (which consent may be withheld, conditioned or delayed in Sublandlord's sole discretion): (i) assign, convey, mortgage or otherwise transfer or encumber this Sublease or any interest hereunder, or sub-sublease any particular Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Subtenant, its employees and agents. Any such transfer, sublease or use described in the preceding sentence (a "***Transfer***") occurring without the prior written consent of Sublandlord shall, at the election of Sublandlord, be void and of no effect. Any Transfer by Subtenant shall be subject to, and contingent upon the satisfaction of, the terms and conditions of the applicable Master Lease. For the purposes of this Section 12(a) a Sprint Change in Control (as defined in Section 15.1 of the Alliance Agreement) shall be considered a Transfer. Notwithstanding the immediately foregoing restrictions on Transfers, subject to the applicable Master Lease, Subtenant, without prior notice to or receipt of Sublandlord's consent, without any obligation to pay Sublandlord any one-time or recurring fee or charge in connection therewith, and without

triggering any recapture rights that may otherwise be available to Sublandlord, may assign any or all of the Premises to any affiliate (a "***Subtenant Affiliate Transferee***"). Subtenant will not be released from its obligations under this Sublease due to such assignment. The Subtenant assignor or assignee will notify Sublandlord promptly following any such assignment.

(b) Sublandlord's Costs. Subtenant shall reimburse Sublandlord for (i) any and all reasonable expenses (including reasonable attorneys' fees) incurred by Sublandlord in connection with any proposed Transfer and (ii) any and all fees due under the applicable Master Lease (including, without limitation, any transfer fees, or fees incurred by Master Landlord in connection with its review of the proposed Transfer documentation), if any, in connection with such proposed Transfer, in each case whether or not Sublandlord or Master Landlord consents to such Transfer.

(c) Master Landlord's Consent. Sublandlord's consent shall also be conditioned upon receiving the Master Landlord's consent under the applicable Master Lease, if required, subject however to the provisions of the Sale Order. Sublandlord and Subtenant will use commercially reasonable efforts to assist the other with obtaining the Master Landlord's consent.

(d) Subtenant's Consent. Sublandlord shall not, without the prior written consent of Subtenant (which consent may be withheld, conditioned or delayed in Subtenant's sole discretion): (i) assign, convey, mortgage or otherwise transfer or encumber the Property or any interest hereunder, or sublease any part thereof, whether voluntarily or by operation of law; or (ii) permit the occupancy and operation of the Property by any person other than Sublandlord and its employees or a Sublandlord Affiliate Transferee (as hereafter defined). Any Transfer by Sublandlord occurring without the prior written consent of Subtenant shall, at the election of Subtenant, be void and of no effect. Any Transfer by Sublandlord shall be subject to, and contingent upon the satisfaction of, the terms and conditions of the applicable Master Lease. For the purposes of this Section 12(d) a Buyer Change in Control (as defined in Section 15.1 of the Alliance Agreement) shall be considered a Transfer. Notwithstanding the immediately foregoing restrictions on Transfers, subject to the respective Master Lease, Sublandlord without prior notice to or receipt of Subtenant's consent, without any obligation to pay Subtenant any one-time or recurring fee or charge in connection therewith, may assign any or all of the Remaining Property to any affiliate (a "***Sublandlord Affiliate Transferee***"). The Sublandlord assignor will not be released from its obligations under this Sublease due to such assignment. The Sublandlord assignor or assignee will notify Subtenant promptly following any such assignment.

(e) Permitted Transfers. Notwithstanding anything to the contrary in this Section 12, if the Alliance Agreement permits the Transfer of either Sublandlord's or Subtenant's interest in any Property, any Premises, any Master Lease or this Sublease, as applicable, such Transfer shall not require the consent of Sublandlord or Subtenant, but such Transfer must comply with the terms and conditions of the applicable Master Lease, including receiving the Master Landlord's consent, if required thereunder.

(f) Sublandlord's Bankruptcy. In the event of a voluntary bankruptcy filing by Sublandlord (that is not dismissed within one-hundred eighty (180) days) or an involuntary bankruptcy with respect to Sublandlord (that is not dismissed within one-hundred eighty (180) days), regardless of whether or not the Alliance Agreement is terminated as a result of such filing pursuant to Section 15.1 thereof, Sprint shall have an exclusive right of first refusal pursuant to which Sprint may elect, at its option, to acquire Sublandlord's interest in some or all of the Master Leases on the same terms and conditions as may be offered by any third party purchaser in connection with any sale of Sublandlord's assets in connection with such bankruptcy filing. If Sprint elects to exercise such right of first refusal, Sprint must notify Sublandlord of such election within five (5) Business Days after Sprint's receipt of a written notice from Sublandlord setting forth the terms and conditions pursuant to which Sublandlord is willing to convey Sublandlord's interest in some or all of the Master Leases to a third party purchaser in connection with any sale of Sublandlord's assets in bankruptcy. In the event Sprint notifies Sublandlord of its election to exercise such right of first refusal, Sprint and Sublandlord shall close on the sale of Sublandlord's interest in the applicable Master Leases within thirty (30) days following the date on which Sprint notifies Sublandlord of its election as set forth in the immediately preceding sentence.

In addition to the aforementioned right of first refusal, in the event of such bankruptcy filing by or with respect to Sublandlord, Sublandlord acknowledges and agrees as follows: (i) Sublandlord may not cease operations at any Property or conduct any going out of business or inventory liquidation sale at any Property that would interfere with the conduct of the Sprint SIS Business at the Premises constituting a portion of such Property; (ii) any sale or assignment of this Sublease or any Master Leases by Sublandlord shall be subject to Subtenant's right to continue to remain as a subtenant of the applicable Premises pursuant to this Sublease and shall not otherwise impair Sprint's rights under Section 365(h) of the Bankruptcy Reform Act of 1978 (11 USC § Code 101-1330) (such Act, as now or hereafter amended or recodified, the "***Bankruptcy Code***"); and (iii) Sublandlord may not assign this Sublease or any Master Leases to any third party purchaser without the prior consent of Subtenant (which consent may be withheld, conditioned or delayed in Subtenant's sole discretion), and in no event unless

such third party purchaser also assumes the obligations of Sublandlord under the Alliance Agreement and Related Agreements, agrees to be bound by all of the terms and conditions set forth therein from and after the closing of such sale and provides adequate assurance of its future performance of Sublandlord's obligations under the Alliance Agreement in accordance with the terms of Section 365(f)(2) of the Bankruptcy Code, including, without limitation, operating the applicable Properties in a manner and for a use that will allow for the continued operation of the applicable Properties and the applicable Premises on an integrated basis as set forth in the Alliance Agreement.

(g) Subtenant's Bankruptcy. In the event of a voluntary bankruptcy filing by Subtenant (that is not dismissed within one-hundred eighty (180) days) or an involuntary bankruptcy with respect to Subtenant (that is not dismissed within one-hundred eighty (180) days), regardless of whether or not the Alliance Agreement is terminated as a result of such filing pursuant to Section 15.1 thereof, Sublandlord shall have an exclusive right of first refusal pursuant to which Sublandlord may elect, at its option, to acquire Subtenant's sub-leasehold interest in some or all of the Premises created by this Sublease on the same terms and conditions as may be offered by any third party purchaser in connection with any sale of Subtenant's assets in connection with such bankruptcy filing. If Sublandlord elects to exercise such right of first refusal, Sublandlord must notify Subtenant of such election within five (5) Business Days after Sublandlord's receipt of a written notice from Subtenant setting forth the terms and conditions pursuant to which Subtenant is willing to convey Subtenant's sub-leasehold interest in some or all of the Premises created by this Sublease to a third party purchaser in connection with any sale of Subtenant's assets in bankruptcy. In the event Sublandlord notifies Subtenant of its election to exercise such right of first refusal, Sublandlord and Subtenant shall close on the sale of Subtenant's sub-leasehold interest in the applicable Premises within thirty (30) days following the date on which Sublandlord notifies Subtenant of its election as set forth in the immediately preceding sentence.

In addition to the aforementioned right of first refusal, in the event of such bankruptcy filing by or with respect to Subtenant, Subtenant acknowledges and agrees as follows: (i) Subtenant may not cease operations at any Premises or conduct any going out of business or inventory liquidation sale at any Premises that would interfere with the operation of Sublandlord's business at the applicable Property; and (ii) Subtenant may not assign this Sublease or Subtenant's sub-leasehold interest in any Premises to any third party purchaser, without the prior consent of Sublandlord (which consent may be withheld, conditioned or delayed in Sublandlord's sole discretion), and in no event unless such third party purchaser also assumes the obligations of Subtenant under the Alliance Agreement and Related Agreements, agrees to be bound by all of the terms and

conditions set forth therein from and after the closing of such sale and provides adequate assurance of its future performance of Subtenant's obligations under the Alliance Agreement in accordance with the terms of Section 365(f)(2) of the Bankruptcy Code, including, without limitation, operating the applicable Premises in a manner and for a use that will allow for the continued operation of the applicable Premises and the applicable Properties on an integrated basis as set forth in the Alliance Agreement.

13. Sublandlord's Operations; Cooperation.

(a) Sublandlord shall occupy and operate, during the hours required in the applicable Master Lease, the remainder of each Property that is not the Premises (the "***Remaining Property***"). Sublandlord and Subtenant may agree to separately demise any portion of the Remaining Property from any portion of the Premises. Sublandlord and Subtenant acknowledge and agree that the cooperation of both parties is necessary to promote the safe and effective utilization of the Premises by Subtenant and the Remaining Property by Sublandlord. Accordingly, Sublandlord and Subtenant agree that in connection with their respective use, occupancy and operations at the applicable Property and the exercise of their rights and performance of their obligations under this Sublease, each of them shall in accordance with the Alliance Agreement:

(i) conduct its business and operations in a safe and prudent manner consistent with sound industry practices;

(ii) coordinate with each other from time to time to promote harmony of labor among their employees at the applicable Property; and

(iii) use reasonable efforts not to interfere with the enjoyment of the use and occupancy of the applicable Property by the other party as permitted by this Sublease.

(b) Sublandlord shall operate and maintain the Remaining Property in accordance with the terms of the applicable Master Lease.

(c) From time to time Sublandlord may promulgate reasonable rules and regulations governing the operations of the parties. Upon receipt of such rules and regulations, Subtenant shall abide by the terms set forth therein, provided they are not inconsistent with this Sublease, the applicable Master Lease or the Alliance Agreement.

14. Alterations; Initial Build-Out; FF&E.

(a) Subtenant shall not at any time during the Term (subsequent to the Initial Alterations (as defined in Section 14(b) below) make any material alterations to the Premises without obtaining Sublandlord's prior written consent, which consent may not be unreasonably withheld, delayed or conditioned. Any proposed alterations (and the engagement of any contractors to perform such alterations) shall be subject to, and contingent upon the satisfaction of, the terms and conditions of the applicable Master Lease, including, but not limited to, the approval of the Master Landlord, if required. Neither approval of the plans and specifications nor supervision of the alteration by Sublandlord shall constitute a representation or warranty by Sublandlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable laws. Subtenant shall pay the entire cost of the alteration. Each alteration (i) shall be performed in a diligent, good and workmanlike manner, (ii) shall be performed in accordance with the plans and specifications approved by Sublandlord, (iii) shall meet or exceed the reasonable standards for construction and quality of materials established by Sublandlord for the particular Property and (iv) shall be performed in such a manner so as to minimize disruptions to Sublandlord's use of, occupancy of, and business operations at, the applicable Property. In addition, each alteration shall be performed in compliance with all applicable laws. Subtenant shall comply with the Restoration Obligations applicable to any permitted Subtenant alterations. All alterations of Subtenant in the Premises (including any Initial Alterations) shall be and remain throughout the Term the property of Subtenant, subject to any rights of the applicable Master Landlord and to the extent such alterations and Initial Alterations do not constitute real property under applicable law.

(b) Sublandlord and Subtenant acknowledge and agree that Subtenant requires the Premises to be altered in order for Subtenant to operate within the Premises (the "**Initial Alterations**"). Such Initial Alterations shall be performed in accordance with this Section 14.

(i) Subtenant shall provide Sublandlord with plans and specifications for the Initial Alterations of each Premises in accordance with the Build-Out Schedule, as set forth in Section 2.2 of the Alliance Agreement (the "***Plans and Specifications***") as soon as reasonably practicable after the Commencement Date. Once the Plans and Specifications are submitted to Sublandlord by Subtenant, if not authorized by the Sale Order, Subtenant shall, to the extent required by the applicable Master Lease, submit the Plans and Specifications to the applicable Master Landlord for review and approval, if required. Once approved by the applicable Master Landlord,

if required, Subtenant shall commence the performance consistent with the Alliance Agreement of the Initial Alterations set forth in the Plans and Specifications at Subtenant's cost and expense. In performing such Initial Alterations, if not authorized in the Sale Order, Sublandlord's (and to the extent required by the Master Lease, the Master Landlord's) consent shall be required for any deviations from the Plans and Specifications that are more than de minimis or that would change the location, or increase the size, of the applicable Premises. Subtenant shall cooperate with Sublandlord and shall perform the Initial Alterations so as to minimize disruptions to Sublandlord's use of, occupancy of, and business operations at, the applicable Property. In addition, subject to the Sale Order, Subtenant shall perform the Initial Alterations (x) in compliance with all applicable laws and regulations, (y) in compliance with the Alliance Agreement, the Master Lease and any rules and regulations implemented by the applicable Master Landlords and/or Sublandlord, and (z) in a diligent, good and workmanlike manner, using new and first class materials.

(ii) Upon completion of the Initial Alterations and any subsequent alterations to any Premises, in addition to any deliverables required by the applicable Master Landlord under the applicable Master Lease, Subtenant shall provide to Sublandlord the following:

(A) A final certificate of occupancy for the applicable Premises (or other certificates evidencing inspection and acceptance of all of Subtenant's Initial Alterations by appropriate government authorities, if necessary);

(B) General Contractor's Affidavit and Lien Waiver with respect to the Initial Alterations to be performed by Subtenant to such Premises, executed by the general contractor(s) performing such work stating that construction has been fully completed and that all subcontractors, laborers and material suppliers engaged in or supplying materials for such work have been paid in full; and

(C) Final Lien Waivers from all materials suppliers, subcontractors and any other entity/individual that may have lien rights relating to such Premises and Subtenant's Initial Alterations to the Premises in excess of five thousand dollars ($5,000.00).

15. Signage.

Sublandlord and Subtenant shall meet and confer on the content, development and installation of signage for each Premises and each Property to effectuate the terms and

conditions of the Alliance Agreement (subject to any approval rights of Sublandlord with respect to such signage under the Alliance Agreement), such that Subtenant shall be the dominant brand on the signage for the Property in accordance with Section 9.1 of the Alliance Agreement, which signage shall be subject to the consent of the applicable Master Landlord and must be in compliance with applicable law. Subtenant shall be responsible for the costs of installing any signage within the Premises to the extent set forth in the Alliance Agreement. Notwithstanding the immediately foregoing provisions of this Section 15, such signage shall only be subject to the prior approval of Master Landlord if required by the applicable Master Lease and not authorized by the Sale Order.

16. Master Lease.

(a) Subordinate to Master Lease. This Sublease is and shall be at all times subject and subordinate to each applicable Master Lease. Subtenant agrees that (i) this Sublease is only for the actual use and occupancy of the Premises by Subtenant or a Subtenant Affiliate Transferee; and (ii) this Sublease is subject and subordinate to all of the terms, covenants and conditions of each Master Lease with respect to the applicable Premises and to all of the rights of the applicable Master Landlord thereunder.

(b) Conflicts with Master Lease. With respect to the Premises (and, as applicable, Common Areas), the terms, conditions and respective obligations of Sublandlord and Subtenant to each other under this Sublease with respect to each Premises shall be the same as the terms and conditions of the applicable Master Lease except for (i) those provisions of the applicable Master Lease which are directly contradicted by this Sublease, in which event the terms of this Sublease shall control over the Master Lease; and (ii) the right to exercise any right of expansion, contraction, termination, extension, renewal, first refusal, first option, set-off or abatement, which rights are not granted to Subtenant.

(c) Obligations of Parties. Subject to the foregoing, for the purposes of this Sublease, wherever in a Master Lease the word “landlord,” “lessor” or equivalent is used, it shall be deemed to mean Sublandlord, and wherever in a Master Lease the word “tenant,” “lessee” or equivalent is used, it shall be deemed to mean Subtenant. Notwithstanding the foregoing, Subtenant acknowledges and agrees that Sublandlord shall not be deemed a guarantor of the performance by Master Landlord of Master Landlord’s obligations under the applicable Master Lease, and that Subtenant shall look solely to the applicable Master Landlord for the performance of such Master Landlord’s obligations and Sublandlord’s sole obligation with respect thereto shall be to reasonably cooperate with Subtenant to ensure that such Master Landlord performs its obligations under the applicable Master Lease. It is likewise agreed that Sublandlord shall have no liability to

Subtenant for any default or other act of a Master Landlord under a Master Lease (so long as Master Landlord's acts are not the result of any act or omission (where there exists a duty to act) of Sublandlord) and that Sublandlord shall not be obligated to provide any services to Subtenant or otherwise perform any obligations in connection with this Sublease except as specifically set forth herein or in the Alliance Agreement.

(d) Performance of Obligations. During the Term, Subtenant agrees to perform and comply with the obligations of Sublandlord, as tenant, under each applicable Master Lease to the extent that such obligations are applicable to the particular Premises and are not the responsibility of Sublandlord hereunder. Subtenant agrees not to do, or cause to be done, any act or omission which would result in a breach or default under any term or condition of the Master Lease. Sublandlord agrees not to do, or cause to be done, any act or omission which would result in a breach or default under any term or condition of the Master Lease.

(e) Subtenant Termination. Subject to the terms and conditions of the Alliance Agreement, if Subtenant has provided Sublandlord with at least ninety (90) days' prior written notice that it desires to terminate this Sublease with respect to any particular Premises, then Subtenant shall, during such ninety (90) day or more period (as applicable), consult in good faith with Sublandlord regarding such termination and shall reasonably consider Sublandlord's recommendations in connection therewith. If after such notice and consultation with Sublandlord, Subtenant still desires to terminate this Sublease with respect to such Premises, Subtenant shall have the right to terminate this Sublease with respect to such Premises, upon termination of such ninety (90) day or more period (as applicable), provided that such termination shall not (a) trigger a default under the applicable Master Lease or (b) cause the total number of Co-Branded Stores with respect to which Subtenant has terminated this Sublease pursuant to this Section 16(e), as subtenant, and as sublandlord under the Other Master Sublease (as hereinafter defined) pursuant to [Section [___]][4] thereof to exceed in any twelve month period 7.5% of the total number of Co-Branded Stores existing as of the Commencement Date. In connection with such a termination of this Sublease with respect to such Premises: (i) Subtenant will comply with the Restoration Obligations with respect to such Premises and (ii) Subtenant will be responsible for the payment of (x) all then-outstanding amounts, if any, owed by Subtenant under the Sublease with respect to such Premises and (y) all costs, fees, rents and expenses associated with its termination of this Sublease with respect to such Premises, if any. The term "***Other Master Sublease***" as used in this Sublease shall mean that certain other Multiple Site Sublease Agreement, dated as of the

[4] Note to Draft: Reference to be updated.

date hereof, by and between Sprint, as sublandlord, and Sublandlord, as subtenant, and the other parties thereto.

(f) Sublandlord Termination. Subject to the terms and conditions of the Alliance Agreement, if Sublandlord has provided Subtenant with at least ninety (90) days' (the "***Termination Notice Period***") prior written notice (the "***Sublandlord Intended Termination Notice***") that it desires to terminate any Master Lease and the Sublease with respect to the applicable Premises, then Sublandlord shall, during such ninety (90) day or more period (as applicable), consult in good faith with Subtenant regarding such termination and shall reasonably consider Subtenant's recommendations in connection therewith. If after such notice and consultation with Subtenant, Sublandlord still desires to terminate such Master Lease and this Sublease with respect to such Premises, then, subject to Section 16(g) below, Sublandlord shall have the right to terminate such Master Lease and this Sublease with respect to such Premises, upon termination of such ninety (90) day or more period (as applicable); provided that the total number of Co-Branded Stores with respect to which Sublandlord may terminate the Master Lease and this Sublease pursuant to this Section 16(f) and the Other Master Sublease pursuant to [Section [___]][5] shall not exceed in any twelve month period 7.5% of the total number of Co-Branded Stores existing as of the Commencement Date.

(g) Within thirty (30) days of receipt of a Sublandlord Intended Termination Notice, Subtenant shall have the right to provide written notice to Sublandlord requesting that Sublandlord assign the applicable Master Lease to Subtenant rather than terminate such Master Lease if such assignment is permitted by the applicable Master Lease or the Sale Order. Sublandlord shall reasonably cooperate with Subtenant and the applicable Master Landlord to facilitate such assignment, including, without limitation, the payment of any assumption fees payable to the applicable Master Landlord pursuant to the express terms of such Master Lease in connection with the assumption of such Master Lease (but, for the avoidance of doubt, excluding any attorneys' fees or other costs or expenses incurred by Subtenant in connection with such assumption). In no event will Sublandlord terminate a Master Lease without first providing the required notice and assumption option (if applicable) set forth in this Section 16(g).

(h) Upon expiration of the Termination Notice Period:

(i) if the Master Lease is terminated: then (a) each party will remove such party's personal property from the applicable Property and remove such party's build out and alterations from the applicable Property, in each case at such party's sole cost and expense, (b) Sublandlord will restore the

[5] Note to Draft: Reference to be updated.

Property to the condition required pursuant to the applicable Master Lease, at Sublandlord's sole cost and expense, and (c) Sublandlord will be responsible for all costs, fees, rents, expenses and damages under the Master Lease associated with the early termination and the remainder of the lease term.

(ii) if the Master Lease is assigned, then (a) Subtenant will assume the rights of the "tenant" under the Master Lease and all obligations of the "tenant" thereunder, arising or accruing after the effective date of such assignment, including without limitation, payment of all the fixed and additional rent due thereunder and any other costs payable thereunder with respect to the applicable Property arising from and after the effective date of such assignment, and (b) Sublandlord will remove its personal property from the applicable Property, remove its build out and alterations from the applicable Property and will restore the Property to the condition required pursuant to the applicable Master Lease, at Sublandlord's sole cost and expense.

(i) Mutual Termination. Notwithstanding anything to the contrary contained herein, if, at any time, both Subtenant and Sublandlord mutually decide to terminate the Sublease and/or the applicable Master Lease with respect to a Property, then the parties shall mutually agree upon the terms of such termination (including, without limitation, allocation of the fees, costs, rents, expenses and damages incurred in connection with such termination of the Sublease and/or the applicable Master Lease with respect to such Property).

17. Indemnities.

(a) Except as otherwise set forth in the Alliance Agreement, whenever the "tenant" under a Master Lease is required to indemnify, defend or hold harmless the Master Landlord with respect to any fact, circumstance or liability, Subtenant shall indemnify, defend and hold harmless both such Master Landlord and Sublandlord, together with their respective agents, employees, officers, directors and contractors and their respective successors and assigns, to the full extent contemplated in such Master Lease with respect to the Premises under such Master Lease. Notwithstanding the foregoing, Subtenant shall not be required to indemnify such Master Landlord or Sublandlord for any damages incurred to the extent such damages were caused by or related to (i) the negligence or willful misconduct of Sublandlord or its affiliates, employees, agents or independent contractors or (ii) any breach of the Alliance Agreement or the Related Agreements by Sublandlord.

(b) Subtenant and Sprint shall indemnify, defend and hold harmless the Sublandlord Parties to the extent required pursuant to Article XIII of the Alliance Agreement. Sublandlord shall indemnify, defend and hold harmless the Subtenant Parties and Sprint to the extent required pursuant to Article XIII of the Alliance Agreement. Notwithstanding the foregoing, to the extent there are (x) any other obligations of Subtenant to indemnify Sublandlord and the Sublandlord Parties or other similar Subtenant obligations set forth in this Sublease or (y) any other obligations of Sublandlord to indemnify Subtenant and the Subtenant Parties or other similar Sublandlord obligations set forth in this Sublease, in each case such obligations shall be in addition to, and shall not be superseded by, the obligations of such party pursuant to Article XIII of the Alliance Agreement.

18. Sublandlord's Liability.

(a) Except to the extent caused by a Sublandlord Party's negligence or willful misconduct or as set forth in the Alliance Agreement, no Sublandlord Party shall be liable to Subtenant for: (i) any damage to property of Subtenant; (ii) the loss of or damage to any property of Subtenant or of others by theft or otherwise; (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from or through any part of the Properties or any improvements thereon, or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature; (iv) any damage caused by any Master Landlord or other tenants or persons on the Properties; or (v) any defect, whether patent or latent, in any of the Properties or any improvements on the Properties.

19. Liens and Encumbrances.

(a) Except as contemplated by the Alliance Agreement or a Master Lease, and subject to the last sentence of this paragraph, Sublandlord shall not suffer or permit any lien or encumbrance whatsoever to exist upon any of the Properties, any improvements thereon or Sublandlord's or Subtenant's right, title or interest in this Sublease by reason of any act (whether of commission or omission) of Sublandlord or any of its agents, employees, or representatives. Subject to the last sentence of this paragraph, if any such lien or encumbrance affecting the Properties shall at any time exist, Sublandlord shall, at Sublandlord's sole expense, defend Subtenant against any action, suit or proceeding which may be brought thereon for the enforcement of the same, and shall indemnify and save Subtenant, the applicable Properties and all improvements thereon harmless from any and all claims, demands, actions, suits, expense, cost, loss, damage, liability, judgments, liens or charges arising by reason of or in connection with any such action, suit or proceeding. Subject to the last sentence of this paragraph,

Sublandlord shall cause any such lien or encumbrance to be removed by bonding or discharge within thirty (30) days after notice from Subtenant to do so (subject to Sublandlord's rights to contest such lien or encumbrance under the applicable Master Lease). Notwithstanding anything to the contrary contained herein, liens or encumbrances affecting the Properties and/or Sublandlord's right, title and/or interest in the Sublease arising from or relating to, debt financing of Sublandlord or its affiliates shall be permitted but expressly excluding Subtenant's inventory, personal property and equipment.

(b) Except as contemplated by the Alliance Agreement or a Master Lease, Subtenant shall not suffer or permit any lien or encumbrance whatsoever to exist upon any of the Properties, any improvements thereon or Subtenant's or Sublandlord's right, title or interest in this Sublease by reason of any act (whether of commission or omission) of Subtenant or any of its agents, employees, or representatives. If any such lien or encumbrance affecting the Properties shall at any time exist, Subtenant shall, at Subtenant's sole expense, defend Sublandlord against any action, suit or proceeding which may be brought thereon for the enforcement of the same, and shall indemnify and save Sublandlord, the applicable Properties and all improvements thereon harmless from any and all claims, demands, actions, suits, expense, cost, loss, damage, liability, judgments, liens or charges arising by reason of or in connection with any such action, suit or proceeding. Subtenant shall cause any such lien or encumbrance to be removed by bonding or discharge within thirty (30) days after notice from Sublandlord to do so.

20. Rights Reserved to Sublandlord.

(a) Sublandlord reserves the following rights, each of which Sublandlord may (but shall have no obligation to) exercise without notice to Subtenant (except as provided herein) and without liability to Subtenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Subtenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) to use such areas and risers within the Premises as are used for utility lines and other facilities or equipment required to serve the Premises and occupants thereof; (b) upon reasonable prior written notice to Subtenant (except in the case of an emergency) and, provided such actions do not materially adversely affect Subtenant's use of, or access to, the Premises, to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Premises, and for such purposes to enter upon the Premises, and Subtenant agrees to pay Sublandlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Subtenant's request and with Sublandlord's consent thereto; (c) to retain at all times, and to use upon reasonable prior verbal or written notice to Subtenant

(except in the case of an emergency) in appropriate instances, keys to all doors within and into the Premises (except to any safe therein); and (d) upon 10 days' prior written notice to Subtenant (except in the case of an emergency) to access the Premises in order to comply with the applicable Master Lease.

(b) If a change in location of a Premises is requested or initiated by Subtenant, then such relocation shall be subject to the prior written approval of Sublandlord (such approval may be withheld, conditioned or delayed for any reason or no reason in Sublandlord's sole discretion) and, upon such written approval, Subtenant shall bear all expense involved in moving Subtenant Equipment and the expense for preparing the new space for occupancy by Subtenant shall be borne solely by Subtenant. If a change in location of a Premises is requested by Sublandlord, then such relocation shall be subject to the prior written approval of Subtenant (such approval may be withheld, conditioned or delayed for any reason or no reason in Subtenant's sole discretion) and, upon such written approval, Sublandlord shall bear all expense involved in moving Subtenant Equipment and the expense for preparing the new space for occupancy by Subtenant shall be borne solely by Sublandlord. The size or the dimensions of any Premises shall not be changed or modified except as mutually agreed upon by the parties.

21. Survival of Obligations.

The obligations of Subtenant and Sublandlord under this Sublease which by their nature are not or may not be fully performed during the Term shall survive the expiration or termination of this Sublease.

22. Defaults and Remedies.

(a) A "**Subtenant Default**" shall be:

(i) any action, omission, fact or circumstance taken by, or occurring with respect to Subtenant, which would constitute a default with respect to Sublandlord as "tenant", "lessee" or applicable equivalent under a Master Lease with respect to the Premises shall apply and constitute a Subtenant Default by Subtenant, with respect to this Sublease, for which purposes, as between Sublandlord and Subtenant, Subtenant shall be deemed to be the "tenant", "lessee" or equivalent under the Master Lease;

(ii) intentionally omitted;

(iii) a failure by Subtenant to open and operate a store within the applicable Premises within twelve (12) months after the Commencement Date, subject to any extension pursuant to the Alliance Agreement for force majeure or Sublandlord delay.

(iv) to the extent not a Subtenant Default under clauses (i), (iii), (v) or (vi), any breach of this Sublease or the Alliance Agreement that applies to one or more particular Premises, which Subtenant has not cured within thirty (30) days following written notice from Sublandlord; unless such cure cannot be reasonably completed within 30 days, in which case Subtenant will commence to cure in 30 days and will proceed diligently to completion within an additional ninety (90) day period;

(v) Subtenant's occupancy or use of any portion of the Property to which Subtenant does not have rights pursuant to this Sublease or the Alliance Agreement, which Subtenant has not ceased within ten (10) days following written notice from Sublandlord; or

(vi) Subtenant's breach of the covenant regarding cessation of operations set forth in Section 2.2(a)(ii) of the Alliance Agreement.

(b) Following a Subtenant Default, Sublandlord shall be entitled to:

(i) Terminate this Sublease with respect to the Premises to which the Subtenant Default applies, and in connection with any such termination, Subtenant shall be liable to Sublandlord for any costs, fees, expenses and damages incurred by Sublandlord in connection therewith, if any; and

(ii) Other than with respect to a Subtenant Default under Section 22(a)(iii) or Section 22(a(vi), cure such Subtenant Default on behalf of Subtenant and demand payment from Subtenant for the costs incurred by Sublandlord in effectuating such cure.

(c) If Sublandlord exercises any of the remedies provided for in Section 22(b)(i), Subtenant shall immediately surrender possession of and vacate the applicable Premises and immediately deliver possession thereof to Sublandlord in the condition required by Section 10 above, and Sublandlord may re-enter and take complete and peaceful possession of the applicable Premises.

(d) A "**Sublandlord Default**" shall be:

(i) The occurrence and continuance of any default or event of default (after the expiration of any applicable notice and cure period) by Sublandlord under a Master Lease unless such default or event of default occurs as a result of the act or omission (where there exists a duty to act) of Subtenant; or

(ii) to the extent not a Sublandlord Default under clause (i), any breach of this Sublease or the Alliance Agreement that applies to one or more particular

Premises, which Sublandlord has not cured within thirty (30) days following written notice from Subtenant; unless such cure cannot be reasonably completed within 30 days, in which case Sublandlord will commence to cure in 30 days and will proceed diligently to completion within an additional ninety (90) day period.

(e) Following a Sublandlord Default, Subtenant shall be entitled to:

(i) Terminate this Sublease with respect to the Premises to which the Sublandlord Default applies, and in connection with any such termination, Sublandlord shall be liable to Subtenant for any costs, fees, expenses and damages incurred by Subtenant in connection therewith, if any; and

(ii) cure such Sublandlord Default on behalf of Sublandlord and demand payment from Sublandlord for the costs incurred by Subtenant in effectuating such cure.

(f) All rights and remedies of the respective party under this Sublease shall be non-exclusive and cumulative, and either party may elect to exercise any remedy available at law or equity.

23. Notices.

Subject to the last sentence of this Section 23 with respect to the delivery of notices of default, all notices provided for or which may be given in connection with this Sublease will be in writing and mailed (by first class registered or certified mail, postage prepaid, return receipt requested), sent by hand delivery, express overnight courier service or facsimile or email transmission, or delivered to the applicable party hereto at the address indicated below.

Sublandlord:

General Wireless Inc.
c/o Standard General L.P.
Attention: Gail Steiner
757 Fifth Avenue, 12th Floor
New York, NY 10153
Phone: (212) 257-4728
legal@standgen.com

With a copy to:

Debevoise & Plimpton LLP
Attention: Jonathan E. Levitsky
919 Third Avenue
New York, New York 10022
Phone: (212) 909-6423
Fax: (212) 521-7823
jelevitsky@debevoise.com

and to Subtenant at:

(applicable Sprint entity name)
6391 Sprint Parkway
Mail Stop: KSOPHT0101-Z2000
Overland Park, KS 66251-2000
Attention: Lease Administration

With a copy of any notice or default to:

Sprint Law Department
Mailstop: KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

All such notices, requests, demands and other communications shall be deemed to have been validly served, given or delivered (a) upon the earlier of actual receipt and two business days after deposit in the United States mail, registered or certified mail, return receipt requested, with proper postage paid, (b) upon receipt of transmission, when sent by telecopy, facsimile or email transmission with such receipt confirmed by the recipient, (c) one business day after deposit with a reputable overnight courier with all charges prepaid, or (d) when delivered, if

hand delivered by messenger. All changes of address must be communicated to the other Party in writing.

Any notices of default must be sent by hand delivery or express overnight courier in accordance with the provisions of this Section 23 (with an additional copy sent by facsimile or email).

24. Binding Effect.

The terms and conditions of this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and their respective successors and permitted assigns.

25. Specific Performance and Injunctive Relief.

Each of Sublandlord and Subtenant recognizes that, if it fails to perform, observe or discharge any of its obligations under this Sublease, a remedy at law may not provide adequate relief to the other party. Therefore, each of Sublandlord and Subtenant is hereby authorized to demand specific performance of this Sublease and is entitled to seek temporary and permanent injunctive relief in a court of competent jurisdiction, at any time when the other party fails to comply with any of the provisions of this Sublease. To the extent permitted by law, each of Sublandlord and Subtenant irrevocably waives any defense that it might have based on the adequacy of a remedy at law which might be asserted as a bar to the remedy of specific performance or injunctive relief.

26. Holdover.

Any holding over after the expiration or earlier termination of the Term by Subtenant with respect to any particular Premises, without the express written consent of Sublandlord, shall constitute a default and, without limiting Sublandlord's other remedies provided in this Sublease or at law or in equity, such holding over shall be construed to be a tenancy at sufferance, at a rental rate equal to one-hundred fifty percent (150%) of the last full month's amount of Rent last due with respect to such Premises and shall otherwise be on the terms and conditions herein specified, so far as applicable. If the Premises are not surrendered at the end of the Term with respect to a particular Master Lease, Subtenant shall indemnify, defend and hold Sublandlord harmless from and against any and all loss or liability resulting from delay by Subtenant in so surrendering the applicable Premises including, without limitation, any loss or liability resulting from (i) any claim against Sublandlord made by any succeeding tenant or prospective tenant founded on or resulting from such delay and losses to Sublandlord due to lost opportunities to Master Landlord or Sublandlord to lease any portion of the Property to any such succeeding tenant or prospective tenant; or (ii) any claim against Sublandlord made by a Master Landlord with respect to the Property in which the Premises or located, or the Master Lease related thereto, together with, in each case, reasonable attorneys' fees and costs. Subtenant's indemnification obligations shall extend to reimbursement of

Sublandlord for additional amounts owed the applicable Master Landlord under the Master Lease as a result of the actions of Subtenant, including, but not limited to requests for service in excess of levels required to be provided under the Master Lease.

27. Broker's Commission.

In connection with this Sublease, Sublandlord and Subtenant each represent that it has not dealt with any brokers in connection with this Sublease. Sublandlord and Subtenant each agree to indemnify and hold the other party hereto harmless from all damages, liabilities and expenses (including reasonable attorneys' fees) arising from any claims or demands of any brokers or finders claiming to have acted by or on behalf of such indemnifying party for any commission alleged to be due such brokers or finders in connection with this Sublease.

28. Consent and Approval of Master Landlord.

Neither Sublandlord nor Subtenant shall take or omit to take any action requiring a Master Landlord's consent under a particular Master Lease without first obtaining such consent in accordance with the terms of the Master Lease. Whenever the consent of a Master Landlord is required under a Master Lease as it applies to this Sublease or the particular Premises, Sublandlord and/or Subtenant, as the case may be, shall use reasonable diligence in obtaining such consent from the Master Landlord.

29. Amendments of this Sublease and Master Leases and Separate Subleases.

(a) No modification or amendment of or waiver under this Sublease shall be binding upon Sublandlord or Subtenant unless in writing signed by Sublandlord and Subtenant, except as otherwise set forth herein.

(b) If this Sublease is terminated with respect to an individual Premises in accordance with the terms hereof or in accordance with the Alliance Agreement, **Schedule A** and **Schedule B** shall be automatically amended to remove such Premises therefrom.

(c) If, pursuant to the Alliance Agreement, Sublandlord and Subtenant agree to add additional properties to this Sublease, **Schedule A** and **Schedule B** shall be automatically amended to include such additional property as a Premises, at which time such Property and Premises shall become subject to the terms and conditions of this Sublease, except that, for such additional Premises, the Commencement Date shall be the date that Sublandlord and Subtenant agree to add such additional property as a Premises hereunder.

(d) The parties hereto agree to execute a separate sublease for one or a group of Premises if either Sublandlord or Subtenant deems it appropriate or necessary and

provides the other party hereto written notice of such request, which separate sublease shall be identical, as to both form and substance, on the same terms and conditions as this Sublease (subject to the last sentence of this Section 29(d)) and shall be executed within thirty (30) days after delivery of such written request. After the execution of any such separate sublease, this Sublease shall terminate automatically and be of no further force or effect (except with respect to the provisions by their terms or nature survive) with respect to the applicable Premises and Property. If the parties execute such a separate sublease, then the parties shall amend this Sublease and the Alliance Agreement, and make modifications to such separate sublease, in order to take into account the existence of multiple subleases.

(e) To the extent **Schedule A** and/or **Schedule B** are modified automatically pursuant to the terms hereof, Sublandlord or Subtenant shall have the right, in its discretion, or upon reasonable written request from the other, to deliver a revised version of this Sublease, incorporating such changes to **Schedule A** and/or **Schedule B**.

(f) Subtenant and Sublandlord may execute addenda to this Sublease to provide for specific provisions related to a specific Property or Premises, which addenda shall be attached hereto and made a part hereof and which shall not be considered an amendment, modification or alteration of this Sublease with respect to any Property or Premises not affected thereby.

(g) Sublandlord may only amend or modify a Master Lease with respect to a Buyer Primary Store for so long as such store is a Co-Branded Store pursuant to the Alliance Agreement without Subtenant's consent to the extent that such amendment or modification would have no, or only a de minimis, adverse effect on the Subtenant's rights and obligations hereunder. Notwithstanding the foregoing, Sublandlord may extend the term of a Master Lease without Subtenant's consent pursuant to Section 4(c). If Sublandlord amends, modifies, extends or otherwise alters the terms of an existing Master Lease, Sublandlord shall promptly provide Subtenant a copy of such amendment.

30. Miscellaneous.

(a) Time of Essence. Time is of the essence of this Sublease and each and all of its provisions.

(b) Intentionally Omitted.

(c) Quiet Enjoyment. Sublandlord, for itself and its successors and assigns, does hereby covenant with Subtenant that, upon Subtenant performing the covenants and obligations on Subtenant's part to be kept and performed under this Sublease,

Subtenant shall and may peaceably and quietly have, hold and enjoy the Premises (together with the rights granted to it under this Sublease) during the Term without any hindrance of any person claiming by, through or under Sublandlord whatsoever, subject however to all of the terms and conditions of this Sublease.

(d) Application of Payments. Sublandlord shall have the right to apply payments received from Subtenant pursuant to this Sublease (but not pursuant to the Alliance Agreement, and regardless of Subtenant's designation of such payments) to satisfy any obligations of Subtenant hereunder (but not under the Alliance Agreement), in such order and amounts, as Sublandlord in its sole discretion, may elect.

(e) Waiver of Trial by Jury. Sublandlord and Subtenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Sublandlord or Subtenant against the other in connection with this Sublease.

(f) Right to Perform Other Party's Duties. If either party fails to timely perform any of its duties under this Sublease, the other shall have the right (but not the obligation), after the expiration of any grace or notice and cure period elsewhere under this Sublease expressly granted to the breaching party for the performance of such duty and upon written notice to the other party, to perform such duty on behalf and at the expense of the other party (except to the extent such breach or failure to perform was due to the acts or omissions (where there existed a duty to act) of the non-breaching party), and all sums reasonably expended or expenses reasonably incurred by the non-breaching party in performing such duty and shall be due and payable upon demand by the non-breaching party.

(g) Due Authority. The individuals executing this Sublease for Subtenant represent and warrant to Sublandlord that they have full right, power and authority to execute this Sublease on behalf of Subtenant.

(h) Only Sublandlord/Subtenant Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Sublandlord and Subtenant.

(i) Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, constitute one and the same instrument.

(j) Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Delaware, except to the extent that this Sublease may be required to be governed by the law of the respective states in which such

Properties are located, in which case it shall be governed by the laws of such state as it applies to such Property.

(k) Entire Agreement. This Sublease and the exhibits attached hereto and which are hereby made a part of this Sublease and the Alliance Agreement, represent the complete agreement between Sublandlord and Subtenant with respect to Subtenant's subleasing of the Premises; and Sublandlord has made no representations or warranties except as expressly set forth in this Sublease and the Alliance Agreement.

(l) Titles. The headings of the Sections and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such Sections and paragraphs.

(m) Severability. If any term or condition of this Sublease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Sublease and the application of such term or condition to any other persons or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(n) Exhibits, Schedules and Other Attachments. The Exhibits, Schedules and other Attachments referenced in this Sublease and attached hereto are made a part of this Sublease and incorporated herein by reference as if such Exhibits, Schedules and other Attachments were set forth in full where referenced.

(o) Conflict with Alliance Agreement. Sublandlord and Subtenant agree that this Sublease, including their respective rights and obligations thereunder, shall at all times be interpreted and construed in accordance with the provisions of the Alliance Agreement. Subject to the following sentence, if there is a conflict between a provision of this Sublease and a provision of the Alliance Agreement, the terms and conditions of the Alliance Agreement shall prevail, and in such event, at the first request of a party hereto, the parties hereto shall amend this Sublease as necessary to effect the full implementation of the Alliance Agreement in all respects. Notwithstanding anything to the contrary contained herein, if there is a conflict between a provision of this Sublease and a provision of the Alliance Agreement with respect to the use and operation of the Premises, then the terms and conditions of this Sublease shall prevail.

(p) Waiver of Consequential Damages. EXCEPT FOR (I) BODILY INJURY OF A PERSON OR THIRD PARTY PROPERTY DAMAGE, (II) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (III) A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE XI OF THE ALLIANCE AGREEMENT OR (IV) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND ASSERTED

AS PART OF A THIRD-PARTY CLAIM, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND.

(q) [redacted]

(r) Percentage Rent Audit. If required by a Master Landlord pursuant to a Master Lease, Subtenant shall provide to such Master Landlord a report (in the form required by such Master Landlord) setting forth the monthly gross sales or similar financial data for such Premises requested by such Master Landlord.

(s) Compliance with Law. Each of Sublandlord and Subtenant shall comply with the provisions set forth in Section 7.11 of the Alliance Agreement as if such provisions were set forth herein.

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed and delivered this Sublease as of the day and year first written above.

SUBLANDLORD:

GENERAL WIRELESS INC., a Delaware corporation

By: ______________________________
Name:
Title:

SUBTENANT:

[**SPRINT**, a ______________________]

By: ______________________________
Name:
Title:

SPRINT:

SPRINT SOLUTIONS INC.,
a Delaware corporation

By: ______________________________
Name:
Title:

[Signatures Continue on Following Page]

SCHEDULES

Schedule A – Description of Master Leases

Schedule B – Depiction of Premises

Schedule A

Description of Master Leases

Lease Identifier #	Location of Lease	Lease Document (including amendments)	Name of Landlord	Usable Square Feet (Premises)	Usable Square Feet (Property)	Proportionate Share

Schedule B

Depiction of Premises

Up to 600 square feet or such other square footage as may be agreed by the Parties of usable floor space in each of the Properties which square footage will generally be located in the front right of each Property and will be used by Subtenant to establish and operate a Sprint Store-Within-A-Store and additional space in a back-office or similarly restricted area to the extent necessary to allow Subtenant to place a safe to secure and store Sprint Products and reasonable ingress and egress thereto.

Drawings to be added as available.

EXHIBIT B

FORM OF WARRANTS

[Redacted]

EXHIBIT C

FORM OF INVESTOR RIGHTS AGREEMENT

[Redacted]