

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	Chapter 11
RADIOSHACK CORPORATION, <i>et al.</i> , ¹	:	Case No. 15-10197 (BLS)
Debtors.	:	(Jointly Administered)
	:	Objection Deadline: February 25, 2015 at 4:00 p.m. (ET)
	:	Hearing Date: March 4, 2015 at 1:30 p.m. (ET)

**APPLICATION FOR AN ORDER (I) AUTHORIZING THE
RETENTION AND EMPLOYMENT OF LAZARD FRERES & CO. LLC
AND LAZARD MIDDLE MARKET LLC
TO SERVE AS THE DEBTORS' INVESTMENT BANKER
NUNC PRO TUNC AS OF THE PETITION DATE AND (II) WAIVING
CERTAIN REPORTING REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2(h)**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this application for an order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") (i) authorizing the Debtors to retain and employ Lazard Frères & Co. LLC ("Lazard Frères") and Lazard Middle Market LLC ("LMM") and, together with Lazard Frères, ("Lazard") to serve as investment banker to the Debtors nunc pro tunc as of the commencement of these cases (the

¹ The Debtors are the following eighteen entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): RadioShack Corporation (7710); Atlantic Retail Ventures, Inc. (6816); Ignition L.P. (3231); ITC Services, Inc. (1930); Merchandising Support Services, Inc. (4887); RadioShack Customer Service LLC (8866); RadioShack Global Sourcing Corporation (0233); RadioShack Global Sourcing Limited Partnership (8723); RadioShack Global Sourcing, Inc. (3960); RS Ig Holdings Incorporated (8924); RSignite, LLC (0543); SCK, Inc. (9220); Tandy Finance Corporation (5470); Tandy Holdings, Inc. (1789); Tandy International Corporation (9940); TE Electronics LP (9965); Trade and Save LLC (3850); and TRS Quality, Inc. (5417). The address of each of the Debtors is 300 RadioShack Circle, Fort Worth, Texas 76102.

"Petition Date") and in accordance with the terms and conditions set forth in that certain engagement letter dated as of December 1, 2014 (the "Initial Engagement Letter"), a copy of which is attached hereto as Exhibit A, an amendment to the Initial Engagement Letter dated February 4, 2015 (the "First Amendment"), a copy of which is attached hereto as Exhibit B, an amendment to the Initial Engagement Letter dated February 13, 2015 (the "Second Amendment"), a copy of which is attached hereto as Exhibit C (the Initial Engagement Agreement, as modified by the First Amendment and the Second Amendment, the "Engagement Letter"), and an indemnification agreement dated September 5, 2014 (the "Indemnification Letter"),² a copy of which is attached hereto as Exhibit D, (ii) approving the terms of Lazard's employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement and related provisions set forth in the Engagement Letter and Indemnification Letter, (iii) approving a waiver of certain reporting requirements pursuant to Rule 2016-2(h) of the Local Rules and (iv) granting such other and further relief as is just and proper. In support of this Application, the Debtors submit the Declaration of David S. Kurtz, a Vice Chairman and the Global Head of the Restructuring Group of Lazard (the "Kurtz Declaration"), which is attached hereto as Exhibit E and incorporated herein by reference; and further respectfully state as follows:

² Any references to, or summaries of, the Initial Engagement Letter, the First Amendment, the Second Amendment or the Indemnification Letter in this Application are qualified by the express terms of the Initial Engagement Letter, the First Amendment, the Second Amendment and the Indemnification Letter, which shall govern if there is any conflict between the Initial Engagement Letter, the First Amendment, the Second Amendment or the Indemnification Letter and such summaries or references herein. Additionally, any initially capitalized terms used in this Application and not otherwise defined herein shall have the meanings ascribed to them in the Initial Engagement Letter, the First Amendment, the Second Amendment or the Indemnification Letter, as the case may be.

Background

1. On February 5, 2014 (the "Petition Date"), each of the Debtors commenced a case under chapter 11 of the Bankruptcy Code.³ The Debtors have filed a motion requesting that their chapter 11 cases be consolidated for procedural purposes only and administered jointly.

2. RadioShack Corporation is the ultimate parent company and holding company for the Debtors and eight non-debtor affiliates (collectively, "RadioShack"). RadioShack, an international electronics retailer, operates more than 4,100 company-operated stores under the RadioShack brand throughout the United States and Mexico. RadioShack stores are located in strip centers and major shopping malls across America. RadioShack also includes a network of more than 1,100 RadioShack dealer-franchise outlets, which are located throughout the United States and in select international markets. RadioShack generated approximately \$3.4 billion in revenue for the twelve-month period ending December 31, 2013 and \$2.1 billion in revenue for the thirty-nine week period ending on November 1, 2014.

3. Additional information regarding the background of the Debtors, the reasons for commencing these cases and the Debtors' goals moving forward is set forth in the Declaration of Carlin Adrianopoli in Support of First Day Pleadings (the "First Day Declaration"), filed on the Petition Date and fully incorporated herein by reference.

³ This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Legal Basis for Relief Requested

4. By this application, the Debtors seek to employ Lazard, effective as of the Petition Date, to perform the investment banking services set forth below and pursuant to the terms and conditions in the Engagement Letter. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016 and the Local Rules, the Debtors request entry of an order authorizing such employment substantially in the form attached hereto as Exhibit F.

Retention of Lazard

5. The Debtors require a qualified and experienced investment banker with the resources, capabilities and experience of Lazard to assist it in pursuing transaction(s) that are crucial to the success of the chapter 11 cases. An investment bank, such as Lazard, fulfills a critical role that complements the services provided by the Debtor's other professionals.

6. Lazard Frères is the primary U.S. operating subsidiary of a preeminent international investment banking, financial advisory, and asset management firm with its principal office located at 30 Rockefeller Plaza, New York, NY. LMM is a subsidiary of Lazard Frères. Both Lazard Frères and LMM are registered as broker-dealers with the United States Securities and Exchange Commission and the Financial Industry Regulatory Authority. Together with its predecessors and affiliates, Lazard has been advising clients around the world for over 150 years. Lazard and its professionals have considerable expertise and experience in providing investment banking and financial advisory services to financially distressed companies and to creditors, equity holders, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court.

7. In addition, Lazard's investment banking professionals have extensive experience in advising debtors in chapter 11 cases and have served as investment bankers to numerous debtors, chapter 11 trustees, creditors' committees and buyers in chapter 11 proceedings before this Court, including, but not limited to: In re Energy Future Holdings Corp., Case No. 14-10979, In re Longview Power, LLC, Case No. 13-12211, In re A123 Sys., Inc., Case No. 12-12859; Vertis Holdings, Inc., Case No. 12-12821 (CSS), NewPage Corporation, Case No. 11-12804 (KG), Indianapolis Downs, LLC, Case No. 11-11046 (BLS), Hayes Lemmerz International, Inc., Case No. 09-11655 (MFW), Tropicana Entertainment, LLC, Case No. 08-10856 (KJC), LandSource Communities Development LLC, Case No. 08-11111 (KJC), New Century TRS Holdings, Inc., Case No. 07-10416 (KJC), Meridian Automotive Systems, Inc., Case No. 05-11168 (MFW), Kaiser Aluminum Corporation, Case No. 02-10429 (JKF), GenTek Inc., Case No. 02-12986 (MFW), Armstrong World Industries, Inc., Case No. 00-4471 (RJN), Vlasic Foods International Inc., Case No. 01-285 (MFW), Fruit of the Loom, Inc., Case No. 99-04497 (PJW), Owens Corning, Case No. 00-03837 (JKF), and Sun Healthcare Group, Inc., Case No. 99-03657 (MFW).

8. As a result of the prepetition work performed on behalf of the Debtors, Lazard has acquired significant insight into and institutional knowledge of the Debtors and its businesses and their assets and is intimately familiar with the Debtors' financial affairs, debt structure, operations and related matters. In providing prepetition services to the Debtors, Lazard has worked closely with the Debtors' senior management and their other advisors and has gained familiarity with the other major stakeholders that will be involved in these chapter 11 cases. Accordingly, Lazard has developed relevant experience and expertise regarding the Debtors that

(i) make Lazard a natural selection as the Debtors' investment banker and (ii) will assist Lazard in providing effective and efficient services in these chapter 11 cases.

Services To Be Provided by Lazard

9. The parties have entered into the Engagement Letter, which governs the relationship between the Debtors and Lazard. The terms and conditions of the Engagement Letter were negotiated between the Debtors and Lazard and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Under the Engagement Letter, in consideration for the compensation contemplated thereby, Lazard has provided and has agreed to provide such of the following investment banking services if and as the Debtors may reasonably request:

- (a) Reviewing and analyzing the Debtors' business, operations and financial projections;
- (b) Evaluating the Debtors' potential debt capacity in light of their projected cash flows;
- (c) Assisting in the determination of a capital structure for the Debtors;
- (d) Assisting in the determination of a range of values for the Debtors on a going concern basis;
- (e) Advising the Debtors on tactics and strategies for negotiating with the Stakeholders;
- (f) Rendering financial advice to the Debtors and participating in meetings or negotiations with the Stakeholders and/or rating agencies or other appropriate parties in connection with any Financing, Sale Transaction or Restructuring;
- (g) Advising the Debtors on the timing, nature, and terms of securities, other consideration or other inducements to be offered or received pursuant to any Restructuring;
- (h) Advising and assisting the Debtors in evaluating any potential Financing transaction by the Debtors, and, subject to Lazard's agreement so to act and, if requested by Lazard, to execution of appropriate agreements, on behalf of the

Debtors, contacting potential sources of capital as the Debtors may designate and assisting the Company in implementing such Financing;

(i) Assisting the Debtors in preparing documentation within Lazard's area of expertise that is required in connection with any Restructuring;

(j) Assisting the Debtors in identifying and evaluating candidates for any potential Sale Transaction, advising and assisting the Debtors in connection with negotiations and aiding in the consummation of any Sale Transaction;

(k) Attending meetings of the boards of directors of RadioShack with respect to matters on which Lazard has been engaged to advise under the Engagement Letter;

(l) Providing testimony, as necessary, with respect to matters on which Lazard has been engaged to advise under the Engagement Letter in any proceeding before the Bankruptcy Court; and

(m) Providing the Debtors with other financial restructuring advice.

10. In addition, in the Second Amendment Lazard agreed to assist the Debtors in identifying and evaluating candidates for any potential sale of all or a majority of assets of, or equity interest in, RadioShack de Mexico, a subsidiary of RadioShack Corporation, in a going-concern sale (it being agreed that Lazard was undertaking only to provide assistance in connection with a going-concern sale to one or a group of buyers, and not to provide services in connection with any sale via liquidation, piecemeal sale or similar wind-down activities) (a "Mexican Operations Sale Transaction").

11. The services that Lazard will provide to the Debtors are necessary to enable the Debtors to maximize the value of their estates. The Debtors believe that the services will not duplicate the services that other professionals will be providing to the Debtors in these chapter 11 cases. Specifically, Lazard will carry out unique functions and will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid the unnecessary duplication of services.

Terms of Retention

12. Subject to approval by the Court, the Debtors propose to employ and retain Lazard to serve as the Debtors' investment banker on the terms and conditions set forth in the Engagement Letter.

Compensation and Expenses

13. In accordance with the terms of the Engagement Letter, Lazard will be paid as follows (the "Fee Structure"):

(a) Monthly Fee. A monthly fee in the amount specified below, payable on December 1, 2014 and on the first day of each month thereafter until the earlier of the completion of the Restructuring or the termination of Lazard's engagement pursuant to Section 10 of the Engagement Letter; provided however, that after March 31, 2015, on or prior to the 1st of any month in which significant services are not anticipated by RadioShack to be required, RadioShack may suspend the services and also suspend the Monthly Fee for such month, with the Monthly Fee to be resumed at such time significant services are requested by RadioShack (with any partial month to be pro-rated). The initial Monthly Fee payable upon December 1, 2014 shall be in the amount of \$150,000, the Monthly Fee payable upon January 1, 2015 shall be in the amount of \$175,000 and the Monthly Fee payable for each month thereafter shall be in the amount of \$200,000 (subject to the proviso in the preceding sentence);

(b) Restructuring Fee. A fee equal to \$5,000,000, payable upon the consummation of a Restructuring;

(c) Sale Transaction Fee. If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates a Sale Transaction, Lazard shall be paid a fee calculated as follows: (x) a base fee of \$3,000,000 plus (y) an incentive fee (not to exceed \$2,000,000 in the aggregate) equal to 3.0% of the Purchase Price Increase (as defined below). The "Purchase Price Increase" means the amount by which (A) the sum of (1) cash consideration in such Sale Transaction and (2) the amount of any credit against any amount of debt under the Company's credit facilities or term loan in such Sale Transaction exceeds (B) the amount that would be payable to acquire the assets purchased in such Sale Transaction under the Asset Purchase Agreement dated as of February 5, 2015 by and between General Wireless Inc. (the "Stalking Horse Bidder") and RadioShack Corporation and the other parties signatory thereto (the "Stalking Horse APA") as such agreement was in effect on February 5, 2015 (it being agreed, for the avoidance of doubt, that if any assets that are not subject to the Stalking Horse APA as it was in effect on February 5, 2015 (such as, for example,

intellectual property rights) are ultimately included in a Sale Transaction (whether with the Stalking Horse Bidder or another party), then (aa) when determining the amount subject to clause (A) above, the full amount of the consideration for such assets shall be included, but (bb) when determining the amount subject to clause (B) above, no additional amount shall be included with respect to such assets). Any Sale Transaction Fee shall be payable upon consummation of the applicable Sale Transaction;

(d) Financing Fee. A fee, payable upon consummation of any Financing arranged by Lazard equal to 1.0% of the total gross proceeds of the Financing.

(e) Financing Fee With Respect to DIP Financing. The Financing Fee payable by the Company to Lazard in relation to the DIP Financing (as defined in the First Amendment) (the "DIP Financing Fee") shall be payable upon the execution of definitive agreements providing for the DIP Financing rather than upon the consummation of the DIP Financing; provided, however, that in the event that the definitive documents providing for the DIP Financing are terminated in accordance with their terms or the DIP Financing is not funded prior to February 28, 2015 (each of the foregoing being a "Refund Trigger"), such Financing Fee shall be refunded by Lazard to the Company in full within two business days after the first occurrence of a Refund Trigger.

(f) Mexican Operations Sale Transaction Fee. If, whether in connection with the consummation of a Restructuring or otherwise, the Debtors consummate a Mexican Operations Sale Transaction, Lazard shall be paid a fee equal to \$250,000 (the "Mexican Operations Sale Transaction Fee"); it being agreed, for the avoidance of doubt, that a Mexican Operations Sale Transaction does not constitute a Sale Transaction and accordingly in no event shall the consummation of a Mexican Operations Sale Transaction require the payment by the Company of a fee to Lazard in excess of \$250,000.

14. For the avoidance of any doubt, (i) more than one fee may be payable pursuant to clause (d) of paragraph 12 above, but only one fee may be payable pursuant to either (but not both) of clauses (b) and (c), and (ii) in the event Lazard becomes entitled to a Sale Transaction Fee or a Restructuring Fee, the Debtors will have no further obligation to pay any additional fee under the Engagement Letter other than, if applicable, Monthly Fees or any Financing Fees accrued on or prior thereto.

15. In addition to any fees that may be payable to Lazard and, regardless of whether any transaction occurs, the Debtors shall promptly reimburse Lazard for all reasonable expenses incurred by Lazard (including travel and lodging, data processing and communications charges, courier services and other expenditures) and the reasonable fees (at standard hourly rates) and expenses of counsel, if any, retained by Lazard.

16. The foregoing notwithstanding, if Salus Capital Partners, LLC ("SCP"), as agent (in such capacity, the "SCP Agent") for the several financial institutions (the "SCP Lenders") from time to time party to that certain Credit Agreement dated as of December 10, 2013 (as amended, restated, modified or supplemented from time to time, the "SCP Credit Agreement"), by and among RadioShack Corporation, certain subsidiaries of RadioShack Corporation designated as credit parties thereto, the SCP Agent and the SCP Lenders, and pursuant to which RadioShack Corporation obtained a term loan in the original principal amount of \$250,000,000 (the "SCP Loan"), ultimately receives (including, without limitation, by way of receipt of proceeds of collateral dispositions) less than \$100,000,000 in principal amount (plus all accrued and unpaid interest, fees and expenses owing in respect of such principal amount, in each case, calculated in accordance with the SCP Financing Documents⁴) (the "Minimum SCP Repayment Amount") in respect of the SCP Loan, then Lazard shall pay to the SCP Agent, for the benefit of the SCP Lenders, an amount of the DIP Financing Fee not to exceed \$1,526,670.15. The amount, if any, to be so paid shall be determined pro rata with the fee

⁴ The SCP Credit Agreement and all other agreements, documents and instruments executed or delivered with, to, or in favor of the SCP Agent and the SCP Lenders, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments executed and/or delivered in connection with the SCP Credit Agreement or related thereto, as all of the same have heretofore been amended, supplemented, modified, extended, renewed, restated or replaced at any time prior to the Petition Date, are collectively referred to herein as the "SCP Financing Documents".

amounts foregone by the lenders (the "DIP Lenders") under the Debtor-In-Possession Credit Agreement with Cantor Fitzgerald Securities LLC, in its capacity as administrative agent (in such capacity, the "DIP Agent") for itself and on behalf of the DIP Lenders (which for these purposes shall mean that 46.57% of the total amount paid or foregoing shall be paid by Lazard and 53.43% of the total amount paid or forgone shall be foregone by the DIP Lenders). In no event shall the aggregate of the amount paid by Lazard plus the amount foregone by the DIP Lenders be greater than the difference between the amount ultimately received by the SCP Agent and the Minimum SCP Repayment Amount.

Indemnification Provisions

17. On September 5, 2014, the Debtors and Lazard entered into the Indemnification Letter, wherein the Debtors agreed, among other things, to indemnify, hold harmless and provide contribution and reimbursement to Lazard and its affiliates and the respective directors, officers, members, employees, agents and controlling persons, if any, of Lazard and its affiliates (each, an "Indemnified Person"), except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's bad faith or gross negligence. As part of the compensation payable to Lazard under the Engagement Letter, the Debtors agreed that the Indemnification Letter shall also apply to Lazard's engagement under the Engagement Letter, effective as of the commencement of Lazard's services.

18. The Debtors and Lazard believe that the indemnification provisions contained in the Indemnification Letter, as the same would be modified by the Order, are customary and reasonable for investment banking engagements, both in and out-of-court, and

reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. Similar indemnification provisions were included in cases Lazard has been involved in, including: Vertis Holdings, Inc., Case No. 12-12821 (CSS), NewPage Corporation, Case No. 11-12804 (KG), Indianapolis Downs, LLC, Case No. 11-11046 (BLS), Hayes Lemmerz International, Inc., Case No. 09-11655 (MFW), Tropicana Entertainment, LLC, Case No. 08-10856 (KJC), LandSource Communities Development LLC, Case No. 08-11111 (KJC), New Century TRS Holdings, Inc., Case No. 07-10416 (KJC), Meridian Automotive Systems, Inc., Case No. 05-11168 (MFW), Kaiser Aluminum Corporation, Case No. 02-10429 (JKF), GenTek Inc., Case No. 02-12986 (MFW), Armstrong World Industries, Inc., Case No. 00-4471 (RJN), Vlasic Foods International Inc., Case No. 01-285 (MFW), Fruit of the Loom, Inc., Case No. 99-04497 (PJW), Owens Corning, Case No. 00-03837 (JKF), and Sun Healthcare Group, Inc., Case No. 99-03657 (MFW).

19. The terms and conditions of the Engagement Letter and Indemnification Letter were negotiated by the Debtors and Lazard at arm's-length and in good faith. The Debtors respectfully submit that the indemnification, contribution, exculpation, reimbursement and other provisions contained in the Indemnification Letter, viewed in conjunction with the other terms of Lazard's proposed retention, and as modified in the proposed order attached hereto as Exhibit F, are reasonable and in the best interests of the Debtors, their estates and creditors in light of the fact that the Debtors require Lazard's services to maximize the value of the Debtors' estates for all parties in interest. To deny the relief requested herein will deprive the Debtors of the assistance of uniquely qualified investment bankers and would affect an unjust disadvantage to the Debtors and all parties in interest. Accordingly, as part of this Application, the Debtors

respectfully request that the Court approve the Engagement Letter and Indemnification Letter and the obligations contained therein.

Allowance of Fees and Expenses

20. The Debtors believe that the Fee Structure is consistent with and typical of compensation arrangements entered into by Lazard and other comparable firms in connection with rendering of similar services under similar circumstances. The Debtors believe that the ultimate benefit of Lazard's services cannot be measured by reference to the number of hours to be expected by Lazard's professionals in the performance of such services. Indeed, the Debtors and Lazard have agreed upon the Fee Structure in anticipation that (i) a substantial commitment of professional time and effort will be required of Lazard in connection with these cases, (ii) such commitment may foreclose other opportunities for Lazard, and (iii) the actual time and commitment required of Lazard and its professionals to perform its services under the Engagement Letter may vary substantially from week to week and month to month, creating "peak load" issues for Lazard.

21. To induce Lazard to represent the Debtors, the Fee Structure was established to reflect the difficulty of the extensive responsibilities Lazard has undertaken and expects to undertake and to account for the potential for an unfavorable outcome resulting from factors outside of Lazard's control. Lazard's restructuring expertise, as well as its capital markets knowledge, financing skills and mergers and acquisitions expertise, some or all of which may be required by the Debtors during the term of Lazard's engagement hereunder, were important factors in determining the Fee Structure.

22. In light of the foregoing and given the numerous issues that Lazard may be required to address in the performance of its services hereunder, Lazard's commitment to the

variable level of time and effort necessary to address all such issues as they arise, and the market prices for Lazard's services for engagements of this nature both in the in-court and out-of-court contexts, the Debtors believe that the Fee Structure is fair and reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

23. The Debtors propose that all compensation and expenses will be sought in accordance with Bankruptcy Code section 328(a) and will not be subject to the standard of review in Bankruptcy Code section 330 and will not constitute a "bonus" or fee enhancement under applicable law.

Record Keeping and Applications for Compensation

24. It is not the general practice of investment banking firms, including Lazard, to keep detailed time records similar to those customarily kept by attorneys and required by Local Rule 2016-2(d). Because Lazard does not ordinarily maintain contemporaneous time records in one-tenth hour (.10) increments or provide or conform to a schedule of hourly rates for its professionals, pursuant to Local Rule 2016-2(h), Lazard should be excused from compliance with such information requirements pursuant to Local Rule 2016-2(d) and from compliance with any Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals pursuant to section 331 of the Bankruptcy Code (an "Interim Compensation Order") with respect to Lazard's professional fees only. Notwithstanding that Lazard does not charge for its services on an hourly basis, Lazard will nonetheless maintain time records (in summary format) of its services rendered for the Debtors in half-hour (0.5) increments, as opposed to tenth-hour increments, setting forth, in a summary format, a description of the services rendered and the professionals rendering such services and will present such records to the Court.

25. Lazard will also maintain records in support of any costs and expenses incurred in connection with the aforementioned services. In connection with seeking any payment from the Debtors in compensation for professional services rendered or reimbursement of expenses incurred in connection with the Chapter 11 Cases, Lazard will file monthly, interim, and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of this Court.

Payments Prior to the Petition Date

26. In connection with their prepetition engagements, the Debtors were required to pay Lazard certain fees. During the 90 days immediately preceding the Petition Date, Lazard received the following payments pursuant to the Engagement Letter: Lazard received monthly fee payments for December 2014, January 2015 and February 2015 totaling \$525,000, a DIP Financing Fee of \$2,853,340.31, a fee overpayment of \$146,659.69 (which amount shall be treated as a credit against the first fee to become due to Lazard after the date of payment of the DIP Financing Fee), expense reimbursement payments totaling \$3,584.13 and an expense advance of \$10,000. In addition, pursuant to an earlier engagement letter dated as of September 5, 2014 in connection with Lazard's retention advising the Debtors' Board of Directors, Lazard received an initial fee of \$500,000 and a subsequent success fee of \$250,000. Other than as set forth herein, Lazard did not receive any payments from the Debtors during the one year immediately preceding the Petition Date.

27. As of the Petition Date, the Debtors did not owe Lazard for any fees or expenses incurred prior to the Petition Date.

Lazard's Disinterestedness

28. To the best of the Debtors' knowledge and except to the extent disclosed herein and in the Kurtz Declaration: (i) Lazard is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code and does not hold or represent an interest materially adverse to the Debtors' estates with respect to the matter on which Lazard will be employed; and (ii) Lazard has no connection to the Debtors, their creditors or other parties in interest in these chapter 11 cases.

29. As set forth in further detail in the Kurtz Declaration, Lazard has certain connections with certain creditors and other parties in interest in these chapter 11 cases. All of these matters, however, are unrelated to these chapter 11 cases. Lazard does not believe that any of these matters represent an interest materially adverse to the Debtors' estates or otherwise create a conflict of interest regarding the Debtors or these chapter 11 cases.

Efforts to Avoid Duplication of Services

30. The Debtors and Lazard intend that all of the services that Lazard will provide to the Debtors will be appropriately directed by the Debtors so as to avoid duplication of efforts among the other professionals retained in this chapter 11 case and performed in accordance with applicable standards of the profession. Lazard will work collaboratively with the Debtors' senior management team, board of directors and other professionals to avoid duplication of services among professionals. The Debtors believe that the services to be provided by Lazard will complement and will not be duplicative of any services of the Debtors' other professionals, including any services provided by the Debtors' proposed interim management providers, FTI Consulting, Inc., or the Debtors' proposed restructuring advisors, MAEVA Group, LLC.

Legal Basis for Relief Requested

31. The Debtors seek authority to retain and employ Lazard as their investment banker under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtors] in carrying out their duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b).

32. In addition, the Debtors seek approval of the Engagement Letter (including, without limitation, the Fee Structure and the indemnification provisions in the Indemnification Letter) pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis" 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals, including investment bankers, on more flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in Donaldson Lufkin & Jenrette Sec. Corp. v. Nat'l Gypsum Co. (In re Nat'l Gypsum Co.), 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants "reasonable compensation" based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted). Owing to this inherent uncertainty, courts have approved similar arrangements that contain reasonable terms and conditions under section 328 of the Bankruptcy Code. See, e.g., In re U.S. Airways, Inc., Case No. 02-83984 (SJM) (Bankr. E.D. Va. Aug. 12, 2002); see also In re J.L. French Auto. Castings, Inc., Case No. 06-10119 (MFW) (Bankr. D. Del. Mar. 24, 2006).

33. Furthermore, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 amended section 328(a) of the Bankruptcy Code, which now provides as follows:

The trustee, or a committee appointed under section 1102 of this title, with the court's approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a) (amendment underlined). This change makes clear that the Debtors are able to retain a professional on a fixed or percentage fee basis, such as the Fee Structure, with bankruptcy court approval.

34. The Engagement Letter appropriately reflects (i) the nature and scope of services to be provided by Lazard, (ii) Lazard's substantial experience with respect to investment

banking services and (iii) the fee structures typically utilized by Lazard and other leading investment bankers that do not bill their clients on an hourly basis.

35. Similar fixed and contingency fee arrangements have been approved and implemented by courts in other chapter 11 cases throughout the country. See, e.g., In re Blockbuster, Inc., Case No. 10-14997 (BRL) (Bankr. S.D.N.Y. Sept. 23, 2010); In re Penton Business Media Holdings, Inc., Case No. 10-10689 (AJG) (Bankr. S.D.N.Y. Mar. 5, 2010); In re Neenah Enterprises, Inc., Case No. 10-10360 (MFW) (Bankr. D. Del. Feb. 3, 2010); In re FairPoint Commc'ns, Inc., Case No. 09-16335 (BRL) (Bankr. S.D.N.Y. Jan 11, 2010); In re Trident Resources, Corp., Case No. 09-13150 (MFW) (Bankr. D. Del. Sept. 8, 2009); In re Motor Coach Industries Int'l, Inc., Case No. 08-12136 (BLS) (Bankr. D. Del. Sept. 15, 2008); In re Werner Holding Co. (DE), Inc., Case No. 06-10578 (KJC) (Bankr. D. Del. Jun. 12, 2006); In re Calpine Corp., Case No. 05-60200 (BRL) (Bankr. S.D.N.Y. May 2, 2006); In re Tower Auto., Inc., Case No. 05-10578 (ALG) (Bankr. S.D.N.Y. Jun. 15, 2005); In re Spiegel, Case No. 03-11540 (CB) (Bankr. S.D.N.Y. Aug. 7, 2003); In re NextWave Pers. Commc'ns, Inc., Case No. 98-21529 (ASH) (Bankr. S.D.N.Y. Oct. 1, 2001); In re Casual Male Corp., Case No. 01-41404 (REG) (Bankr. S.D.N.Y. Jul. 20, 2001). Accordingly, the Debtors believe that Lazard's retention on the terms and conditions proposed herein is appropriate.

Consent to Jurisdiction

36. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to this application if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

Notice

37. Notice of this motion has been provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Debtors' largest unsecured creditors on a consolidated basis, as identified in their chapter 11 petitions; (c) counsel to Cantor Fitzgerald Securities, in its capacity as the administrative and collateral agent of certain senior secured lenders; (d) counsel to Salus Capital Partners, LLC, in its capacity as administrative and collateral agent for the certain senior secured lenders; (e) counsel to Wells Fargo Bank, National Association, in its capacity as the trustee under the indenture governing the unsecured notes; (f) Substantial Equity Holders; and (g) all parties entitled to notice pursuant to Bankruptcy Rule 2002. Due to the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this motion is necessary.

No Prior Request

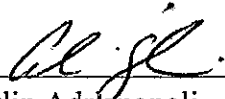
38. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit F, granting the Debtors: (i) the relief requested herein; and (ii) such other and further relief as the Court may deem proper.

Dated: February 13, 2015
Wilmington, Delaware

Respectfully submitted,

RADIO SHACK CORPORATION,
on behalf of itself and its affiliated debtors
and debtors in possession



Carlin Adrianopoli
Chief Financial Officer

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re

Chapter 11

RADIOSHACK CORPORATION, *et al.*,¹

Case No. 15-10197 (BLS)

Debtors.

(Jointly Administered)

Objection Deadline: February 25, 2015 at 4:00 p.m. (ET)
Hearing Date: March 4, 2015 at 1:30 p.m. (ET)

NOTICE OF APPLICATION FOR AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF LAZARD FRERES & CO. LLC AND LAZARD MIDDLE MARKET LLC TO SERVE AS THE DEBTORS' INVESTMENT BANKER *NUNC PRO TUNC* AS OF THE PETITION DATE AND (II) WAIVING CERTAIN REPORTING REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2(h)

PLEASE TAKE NOTICE that, on February 13, 2015, the above-captioned debtors and debtors in possession (the “Debtors”) filed the **Application for an Order Authorizing the Retention and Employment of Lazard Freres & Co. LLC and Lazard Middle Market LLC to Serve as the Debtors’ Investment Banker *Nunc Pro Tunc* as of the Petition Date and (II) Waiving Certain Reporting Requirements Pursuant to Local Rule 2016-2(h)** (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objection or response to the Application must be (i) filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, **on or before February 25, 2015 at 4:00 p.m. (Eastern Time)** (the “Objection Deadline”) and (ii) served so as to be *actually received* no later than the Objection Deadline by the undersigned proposed counsel to the Debtors.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Application is scheduled to be held before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 6th Floor, Courtroom No. 1, 824 Market Street, Wilmington, Delaware 19801 **on March 4, 2015 at 1:30 p.m. (Eastern Time)**.

¹ The Debtors are the following eighteen entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): RadioShack Corporation (7710); Atlantic Retail Ventures, Inc. (6816); Ignition L.P. (3231); ITC Services, Inc. (1930); Merchandising Support Services, Inc. (4887); RadioShack Customer Service LLC (8866); RadioShack Global Sourcing Corporation (0233); RadioShack Global Sourcing Limited Partnership (8723); RadioShack Global Sourcing, Inc. (3960); RS Ig Holdings Incorporated (8924); RSIgnite, LLC (0543); SCK, Inc. (9220); Tandy Finance Corporation (5470); Tandy Holdings, Inc. (1789); Tandy International Corporation (9940); TE Electronics LP (9965); Trade and Save LLC (3850); and TRS Quality, Inc. (5417). The address of each of the Debtors is 300 RadioShack Circle, Fort Worth, Texas 76102.

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

Dated: February 13, 2015
Wilmington, Delaware

Respectfully submitted,

/s/ Evelyn J. Meltzer

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

-and-

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

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

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

PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A
(Engagement Letter)

LAZARD

As of December 1, 2014

RadioShack Corporation
300 RadioShack Circle
Fort Worth, TX 76102

Attention: Joseph C. Magnacca
Chief Executive Officer

Dear Ladies and Gentlemen:

This letter agreement (the "Agreement") confirms the understanding and agreement between Lazard Frères & Co. LLC ("Lazard") and RadioShack Corporation ("RadioShack") and its controlled subsidiaries (collectively with any entity formed or used for the purposes set forth herein, the "Company").

Assignment Scope:

The Company hereby retains Lazard as its investment banker to provide the Company (including the board of directors of RadioShack) with general restructuring advice and to advise it in connection with any Restructuring, Financing (each as defined below) and/or Sale Transaction¹ on the terms and conditions set forth herein. As used in this Agreement, the term "Restructuring" shall mean, collectively, any restructuring, reorganization (whether or not pursuant to Chapter 11 of the United States Bankruptcy Code) and/or recapitalization of all or a portion of the Company's outstanding indebtedness for borrowed money (including bank and bond debt), letters of credit, trade and other unsecured claims and leases (both on and off balance sheet) (collectively, the "Existing Obligations") that is achieved, without limitation, through a solicitation of waivers and consents from the holders of Existing Obligations (collectively, the "Stakeholders"); rescheduling of the stated maturities of Existing Obligations; a change in

¹ As used in this Agreement, the term "Sale Transaction" means any transaction or series of transactions (other than a Restructuring) involving (a) an acquisition, merger, consolidation or other business combination pursuant to which the business or assets of the Company are, directly or indirectly, combined with another company; (b) the acquisition, directly or indirectly, by a buyer or buyers (which term shall include a "group" of persons as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended) of equity interests or options, or any combination thereof, constituting a majority of the then-outstanding stock of the Company or possessing a majority of the then-outstanding voting power of the Company ("voting stock"), except as may occur with current Stakeholders as a result of a Restructuring; (c) any other purchase or acquisition, directly or indirectly, by a buyer or buyers of a majority of the assets or voting stock of the Company or (d) the formation of a joint venture or partnership with the Company or direct investment in the Company for the purpose of effecting a transfer of a majority of the voting stock of the Company to a third party, except, in each case, for a liquidation following which the Company or at least a majority of its business do not operate as a going concern. For purposes hereof, (a) any sale of newly issued securities (including securities held in treasury) other than an issuance or sale of a majority of the voting stock of the Company, shall be deemed a Financing and not a Sale Transaction or a Restructuring, (b) sales of assets in liquidation, following which the Company or at least a majority of its business do not operate as a going concern, even if constituting all or substantially all of the Company's assets, shall not constitute a Financing Transaction, a Sale Transaction or a Restructuring, and (c) the issuance of equity securities for compensatory purposes (including to third-party advisors) and sales of assets in the ordinary course of business or in connection with store closures (other than incidental to a "going-concern" sale) shall not constitute a Financing Transaction, a Sales Transaction or a Restructuring.

Lazard Frères & Co. LLC
190 S. LaSalle Street
31st Floor
Chicago, IL 60603

interest rates, repurchase, settlement or forgiveness of Existing Obligations; conversion of Existing Obligations into equity or an exchange offer involving the issuance of new securities in exchange for Existing Obligations; the issuance of new securities, sale or disposition of assets, sale of debt or equity securities or other interests or other similar transaction or series of transactions, except for any such transaction following which it is not contemplated that the Company or at least majority of its business will emerge or continue as a going concern². By signing this Agreement, we hereby accept our appointment as investment banker under the terms hereof.

Description of Services:

1. Lazard agrees, in consideration of the compensation provided in Section 2 below, to perform such of the following investment banking services if and as the Company may reasonably request, including:

- (a) Reviewing and analyzing the Company's business, operations and financial projections;
- (b) Evaluating the Company's potential debt capacity in light of its projected cash flows;
- (c) Assisting in the determination of a capital structure for the Company;
- (d) Assisting in the determination of a range of values for the Company on a going concern basis;
- (e) Advising the Company on tactics and strategies for negotiating with the Stakeholders;
- (f) Rendering financial advice to the Company and participating in meetings or negotiations with the Stakeholders and/or rating agencies or other appropriate parties in connection with any Financing, Sale Transaction or Restructuring;
- (g) Advising the Company on the timing, nature, and terms of securities, other consideration or other inducements to be offered or received pursuant to any Restructuring;
- (h) Advising and assisting the Company in evaluating any potential Financing³ transaction by the Company, and, subject to Lazard's

² To the extent the Sponsor Conversion (as defined in section 2.3 of the Recapitalization and Investment Agreement between the Company and General Retail Holdings L.P., dated as of October 3, 2014 (the "Recap Agreement"), or the Rights Offering (as defined in the Recap Agreement) occurs pursuant to the terms and conditions of the existing Recap Agreement without any waiver, amendment or modification constituting material changes in the structure and terms of the transactions contemplated thereby, neither such Sponsor Conversion nor Rights Offering shall be considered to be a Restructuring, a Sale Transaction or a Financing. For the avoidance of doubt, any waiver, amendment or other modification of the Company's existing \$250 million term loan agreement, or purported notice of default thereunder, in connection with the Recap Agreement or otherwise, also shall not be considered in and of itself to be a Restructuring.

³ As used in this Agreement, the term "Financing" means any transaction or series of transactions (other than a Sale Transaction or a Restructuring) involving the public or private issuance, sale or placement of newly-issued (including securities held in treasury) equity, equity-linked or debt securities, instruments or obligations of the Company, including any debtor-in-possession financing or exit financing in connection with a case under the Bankruptcy Code. To the extent the issuance of new preferred stock, in conjunction with the Sponsor Conversion or Rights

agreement so to act and, if requested by Lazard, to execution of appropriate agreements, on behalf of the Company, contacting potential sources of capital as the Company may designate and assisting the Company in implementing such Financing;

- (i) Assisting the Company in preparing documentation within our area of expertise that is required in connection with any Restructuring;
- (j) Assisting the Company in identifying and evaluating candidates for any potential Sale Transaction, advising and assisting the Company in connection with negotiations and aiding in the consummation of any Sale Transaction;
- (k) Attending meetings of the board of directors of RadioShack with respect to matters on which we have been engaged to advise hereunder;
- (l) Providing testimony, as necessary, with respect to matters on which we have been engaged to advise hereunder in any proceeding before the Bankruptcy Court; and
- (m) Providing the Company with other financial restructuring advice.

Fees:

2. As consideration for the services to be provided, the Company shall pay Lazard the following fees:

- (a) A monthly fee in the amount specified below (the "Monthly Fee"), payable on December 1, 2014 and on the first day of each month thereafter until the earlier of the completion of the Restructuring or the termination of Lazard's engagement pursuant to Section 10; *provided however*, that after March 31, 2015, on or prior to the 1st of any month in which significant services are not anticipated by RadioShack to be required, RadioShack may suspend the services and also suspend the Monthly Fee for such month, with the Monthly Fee to be resumed at such time significant services are requested by RadioShack (with any partial month to be pro-rated). The initial Monthly Fee payable upon December 1, 2014 shall be in the amount of \$150,000, the Monthly Fee payable upon January 1, 2015 shall be in the amount of \$175,000 and the Monthly Fee payable for each month thereafter shall be in the amount of \$200,000 (subject to the proviso in the preceding sentence).
- (b) A fee equal to \$7,000,000, payable upon the consummation of a Restructuring (the "Restructuring Fee");

- (c) (i) If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates a Sale Transaction, Lazard shall be paid a fee equal to \$7,000,000 (the "Sale Transaction Fee").

(ii) Any Sale Transaction Fee shall be payable upon consummation of the applicable Sale Transaction.
- (d) A fee, payable upon consummation of any Financing arranged by Lazard equal to 1.0% of the total gross proceeds of the Financing (the "Financing Fee"). One-half of any Financing Fee(s) paid shall be credited (without duplication) against any Restructuring Fee or Sale Transaction Fee subsequently payable.
- (e) Notwithstanding the foregoing, the sum of \$375,000 of fees previously earned and paid pursuant to Lazard's Prior Engagement Letter (as defined below), one half of any Monthly Fees paid hereunder with respect to the month of April 1, 2015 and any month thereafter, and one-half of all Financing Fees paid hereunder (such amounts, the "Credited Amounts") shall be credited against any Restructuring Fee or Sale Transaction Fee payable. For the avoidance of any doubt, (i) more than one fee may be payable pursuant to clause (d) above, but only one fee may be payable pursuant to either (but not both) of clauses (b) and (c), and (ii) in the event Lazard becomes entitled to a Sale Fee or a Restructuring Fee, the Company will have no further obligation to pay any additional fee hereunder other than, if applicable, Monthly Fees or any Financing Fees accrued on or prior thereto.
- (f) In addition to any fees that may be payable to Lazard and, regardless of whether any transaction occurs, the Company shall promptly reimburse Lazard for all reasonable expenses incurred by Lazard (including travel and lodging, data processing and communications charges, courier services and other expenditures) and the reasonable fees (at standard hourly rates) and expenses of counsel, if any, retained by Lazard;
- (g) On September 5, 2014, the Company and Lazard entered into an indemnification agreement, which remains in full force and effect (the "Indemnification Letter"). As part of the compensation payable to Lazard hereunder, the Company agrees that the Indemnification Letter shall also apply to our engagement hereunder, effective as of the commencement of our services, and the terms thereof are incorporated herein in their entirety.
- (h) All amounts referenced hereunder reflect United States currency and shall be paid promptly in cash after such amounts accrue hereunder.
- (i) For the avoidance of doubt, Lazard shall not be entitled to any fees hereunder if prior to a Restructuring or Sale Transaction the Company completes a plan of liquidation with respect to a majority of its business, except for Monthly Fees (and then subject to Section 2(a) hereof) and, if applicable, Financing Fees pursuant to Section 2 (and then subject to Section 2(d) hereof) in respect of any financing arranged therefor by

Lazard.

Retention in Chapter 11 Proceedings:

3. Lazard recognizes that no decision has been made by the Company to institute reorganization proceedings. Nonetheless, in the event that the Company commences chapter 11 proceedings, the Company agrees that it will use reasonable best efforts to obtain prompt authorization from the Bankruptcy Court to retain Lazard on the terms and conditions set forth in this Agreement under the provisions of Section 328(a) of the Bankruptcy Code. Subject to being so retained, Lazard agrees that during the pendency of any such proceedings, it shall continue to perform its obligations under this Agreement and that it shall file interim and final applications for allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to the applicable Federal Rules of Bankruptcy Procedure, and the local rules and order of the Bankruptcy Court. The Company shall supply Lazard with a draft of the application and proposed retention order authorizing Lazard's retention sufficiently in advance of the filing of such application and proposed order to enable Lazard and its counsel to review and comment thereon. Lazard shall be under no obligation to provide services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Lazard's retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court, which order is reasonably acceptable to Lazard. The retention application shall note that in so agreeing to seek Lazard's retention under Section 328(a) of the Bankruptcy Code, the Company acknowledges that it believes that Lazard's general restructuring experience and expertise, its knowledge of the capital markets and its restructuring and merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Restructuring, Sale Transaction or Financing, that the value to the Company of Lazard's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the deferred fees, including the Restructuring Fee, Sale Transaction Fee, and Financing Fee is reasonable regardless of the number of hours to be expended by Lazard's professionals in the performance of the services to be provided hereunder, and that the deferred fees shall not be considered to be "bonuses" or fee enhancements under applicable law.

Other:

4. No fee payable to any third party, by the Company or any other person or entity, shall reduce or otherwise affect any fee payable hereunder to us.

5. The Company will furnish or cause to be furnished to Lazard such current and historical financial information and other information regarding the business of the Company as Lazard may reasonably request in connection with this engagement. The Company represents and warrants to Lazard that all of the foregoing information will be accurate and complete in all material respects at the time it is furnished, and agrees to keep Lazard advised of all developments materially affecting the Company or its financial position. In performing its services pursuant to this Agreement, Lazard shall be entitled to rely upon information furnished to it by the Company or any third party and information that is publicly available, may assume the accuracy and completeness of such information and shall not assume any responsibility for independent verification of any such information. Lazard will not, as part of its engagement, undertake any independent valuation or appraisal of any of the assets or liabilities of the Company or of any third party.

6. In performing its services pursuant to this Agreement, Lazard is not assuming any responsibility for the decision of the Company or any other party to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Restructuring, Sale Transaction, Financing or other transaction. Lazard shall not have any obligation or responsibility to provide "crisis management" for or business consultant services to the Company, and shall have no responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements; nor shall Lazard be responsible for providing or deemed to have provided any tax, accounting, actuarial, legal or other specialist advice.

7. It is understood and agreed that nothing contained in this Agreement shall constitute an express or implied commitment by Lazard or any of its affiliates to underwrite, place or purchase any securities in a financing or otherwise, which commitment shall only be set forth in a separate underwriting, placement agency or purchase agreement, as applicable, relating to the financing.

8. The Indemnification Letter shall survive any termination or expiration of our engagement hereunder.

9. In order to coordinate our efforts on behalf of the Company during the period of our engagement hereunder, the Company will endeavor to promptly inform Lazard of any discussions, negotiations or inquiries regarding a potential transaction which the Company regards as potentially significant. In the event that Lazard receives an inquiry concerning any transaction, we will promptly inform the Company of such inquiry.

10. Our engagement hereunder will automatically expire on the earlier of the consummation of a Restructuring or Sale Transaction and may be earlier terminated by RadioShack or us at any time without liability or continuing obligation to the Company or us, except that (a) following any termination or expiration of our engagement we shall remain entitled to any fees accrued pursuant to Section 2 but not yet paid prior to such termination or expiration, as the case may be, and to reimbursement of expenses incurred prior to such termination or expiration, as the case may be, and (b) in the case of termination by the Company (other than due to the bad faith, gross negligence or willful misconduct of Lazard) or any expiration, we shall remain entitled to full payment of all fees contemplated by Section 2 hereof in respect of consummation of any Restructuring, any Sale Transaction and any Financing as to which any Company entity enters into a definitive agreement during the period from the date hereof until nine months following such termination or expiration, provided that prior to such termination Lazard performed substantial financial advisory services to the Company with respect to such transaction.

11. Lazard has been retained under this Agreement as an independent contractor to the Company (including the board of directors of RadioShack), and nothing herein is intended to confer any rights or remedies as against Lazard upon any person (including the management, boards of directors, employees, securityholders and creditors of the Company) other than the Company. In addition, it is understood and agreed that this Agreement and our engagement do not create a fiduciary relationship between Lazard and any person, including the Company or its management, boards of directors, employees, securityholders and creditors. No one, other than senior management or the board of directors of RadioShack (in their capacities as such) is authorized to rely upon the Company's engagement of Lazard or any statements, advice, opinions or conduct by Lazard. Without limiting the foregoing, any advice, written or oral, rendered in

the course of the Company's engagement of Lazard are solely for the purpose of assisting senior management or the board of directors of RadioShack (in their capacities as such) in evaluating the relevant Restructuring, Sale Transaction or Financing and does not constitute a recommendation to any stakeholder of the Company that such stakeholder might or should take in connection with any Restructuring, Sale Transaction or Financing. The Company agrees that, notwithstanding any termination or expiration of our engagement, any advice, written or oral, rendered by Lazard and the terms of our engagement hereunder may not be disclosed publicly or made available to third parties without the prior written consent of Lazard not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing herein shall prohibit the Company from disclosing to any and all persons the tax treatment and tax structure of any transaction and the portions of any materials that relate to such tax treatment or tax structure.

12. In connection with the services to be provided hereunder, Lazard may employ the services of its affiliates and may share with any such entity any information concerning the Company, provided that Lazard and such entities shall hold any nonpublic information confidential in accordance with their respective customary policies relating to nonpublic information. Any such entity so employed shall be entitled to all of the benefits afforded to Lazard hereunder and under the Indemnification Letter and shall be entitled to be reimbursed for its expenses on the same basis as Lazard.

13. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company, Lazard and any other person entitled to indemnity under the Indemnification Letter. The Company's obligations pursuant to this Agreement shall be joint and several.

14. The Company and Lazard entered into a prior engagement letter dated September 5, 2014 (the "Prior Engagement Letter"); our engagement pursuant thereto has expired. This Agreement and the Indemnification Letter embody the entire agreement and understanding among the parties hereto with respect to our engagement hereunder and supersede any and all prior agreements, arrangements, and understandings, related to the matters provided for herein. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby.

15. This Agreement and any claim related directly or indirectly to this Agreement (including any claim concerning advice provided pursuant to our engagement hereunder) shall be governed by and construed in accordance with the laws of the State of New York without regard to the principle of conflict of laws. No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or the United States District Court for the Southern District of New York, and each of the parties hereby submits to the jurisdiction of such courts. The Company hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable in any legal proceeding. The Company waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of this Agreement or the engagement of Lazard pursuant to, or the performance by Lazard of the services contemplated by, this Agreement.

If the foregoing Agreement is in accordance with your understanding of the terms of our engagement, please sign and return to us the enclosed duplicate hereof.

Very truly yours,

LAZARD FRERES & CO. LLC

By: David S. Kurtz
David S. Kurtz
Vice Chairman of US Investment Banking

AGREED TO AND ACCEPTED
as of the date first written above:

RADIOSHACK CORPORATION, on behalf of itself
and its controlled subsidiaries

By: Joseph C. Magnacca
Joseph C. Magnacca
Chief Executive Officer

EXHIBIT B
(First Amendment)



RadioShack Corporation
300 RadioShack Circle
Fort Worth, TX 76102-1964

radioshack.com

February 4, 2015

Lazard Freres & Co. LLC
190 S. LaSalle Street
31st Floor
Chicago, IL 60603

Ladies and Gentlemen:

Reference is made to the letter agreement, dated as of December 1, 2014 (the "Letter Agreement"), between Lazard Freres & Co. LLC ("Lazard") and RadioShack Corporation ("RadioShack"), on behalf of itself and its controlled subsidiaries, pursuant to which RadioShack retained Lazard as its investment banker. Unless otherwise defined herein, terms used herein that are defined in the Letter Agreement are so used with the respective meanings ascribed to them in the Letter Agreement.

In recognition of the substantial efforts expended, and the results achieved, by Lazard in relation to the arrangement of the debtor-in-possession credit facility with certain existing lenders under RadioShack's existing ABL credit facility (the "DIP Financing"), the Company and Lazard hereby agree as follows:

1. The Financing Fee payable by the Company to Lazard in relation to the DIP Financing shall be payable upon the execution of definitive agreements providing for the DIP Financing rather than upon the consummation of the DIP Financing; provided, however, that in the event that the definitive documents providing for the DIP Financing are terminated in accordance with their terms or the DIP Financing is not funded prior to February 28, 2015 (each of the foregoing being a "Refund Trigger"), such Financing Fee shall be refunded by Lazard to the Company in full within two business days after the first occurrence of a Refund Trigger.
2. Except as modified above, the provisions of the Letter Agreement remain in full force and effect.



If the foregoing is in accordance with your understanding, please sign and return to us the enclosed duplicate hereof.

behalf of

Very truly yours,

RADIOSHACK CORPORATION, on

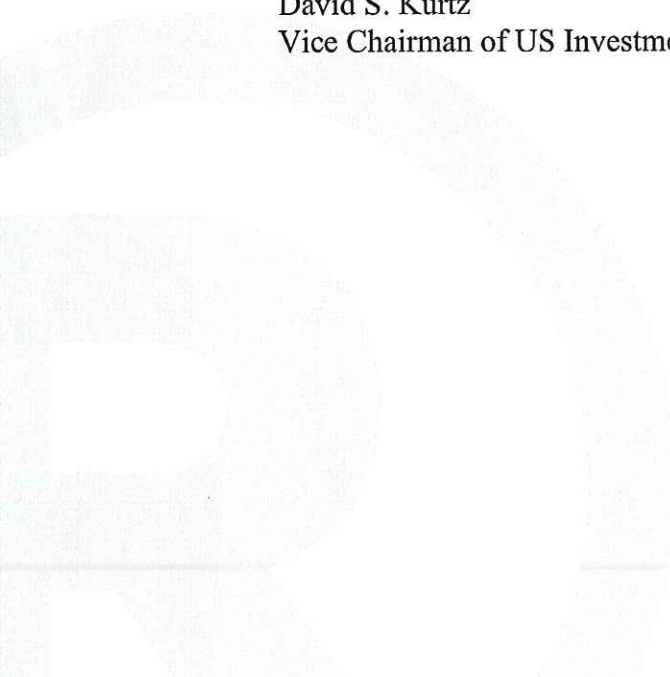
itself and its controlled subsidiaries

By: 
Joseph C. Magnacca
Chief Executive Officer

AGREED TO AND ACCEPTED
As of the date first written above:

LAZARD FRERES & CO. LLC

By: _____
David S. Kurtz
Vice Chairman of US Investment Banking



Lazard Freres & Co. LLC
February 4, 2015
Page 2

RADIOSHACK CORPORATION, on behalf of
itself and its controlled subsidiaries

By: _____
Joseph C. Magnacca
Chief Executive Officer

AGREED TO AND ACCEPTED
As of the date first written above:

LAZARD FRERES & CO. LLC

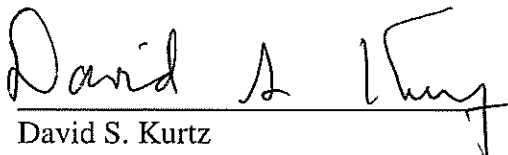
By: 
David S. Kurtz
Vice Chairman of US Investment Banking

EXHIBIT C
(Second Amendment)

February 13, 2015

Lazard Frères & Co. LLC
190 S. LaSalle Street
31st Floor
Chicago, IL 60603

Ladies and Gentlemen:

Reference is made to the letter agreement, dated as of December 1, 2014 between Lazard Frères & Co. LLC ("Lazard") and RadioShack Corporation ("RadioShack"), on behalf of itself and its controlled subsidiaries, pursuant to which RadioShack retained Lazard as its investment banker, as amended by a letter agreement dated February 4, 2015 (as so amended, the "Letter Agreement"). Unless otherwise defined herein, terms used below that are defined in the Letter Agreement are so used with the respective meanings ascribed to them in the Letter Agreement.

RadioShack and Lazard wish to amend the Letter Agreement. In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RadioShack and Lazard agree as follows:

1. The parties agree that the following shall constitute a "Sale Transaction": (a) any transaction pursuant to the Asset Purchase Agreement dated as of February 5, 2015 by and between General Wireless Inc. (the "Stalking Horse Bidder") and RadioShack Corporation and the other parties signatory thereto (the "Stalking Horse APA"); and (b) any other going concern purchase or acquisition, directly or indirectly, by a buyer or buyers of assets of the Company relating to 1,200 or more stores (it being agreed that if assets relating to less than 1,200 stores are ultimately sold, there shall not be a Sale Transaction giving rise to a Sale Transaction Fee).
2. In addition to the services set forth in the Letter Agreement, RadioShack and Lazard agree that Lazard shall assist the Company in identifying and evaluating candidates for any potential sale of all or a majority of assets of, or equity interest in, RadioShack de Mexico, a subsidiary of RadioShack, in a going-concern sale (it being agreed that Lazard is undertaking only to provide assistance in connection with a going-concern sale to one or a group of buyers, and not to provide services in connection with any sale via liquidation, piecemeal sale or similar wind-down activities) (a "Mexican Operations Sale Transaction"). If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates a Mexican Operations Sale Transaction, Lazard shall be paid a fee equal to \$250,000 (the "Mexican Operations Sale Transaction Fee"). References to Sale Transaction and the Sale Transaction Fee in the Letter Agreement shall be amended as appropriate to include references to the Mexican Operations Sale Transaction and the Mexican Operations Sale Transaction Fee; it being agreed, for the avoidance of doubt, that a Mexican Operations Sale Transaction does not constitute a Sale Transaction and accordingly in no event shall the consummation of a Mexican Operations Sale Transaction require the payment by the Company of a fee to Lazard in excess of \$250,000.

3. Section 2(b) of the Letter Agreement is amended and restated to read in its entirety as follows:

“(b) A fee equal to \$5,000,000, payable upon the consummation of a Restructuring (the “Restructuring Fee”).”
4. Section 2(c)(i) of the Letter Agreement is amended and restated to read in its entirety as follows:

“(c) (i) If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates a Sale Transaction, Lazard shall be paid a fee (the “Sale Transaction Fee”) calculated as follows: (x) a base fee of \$3,000,000 plus (y) an incentive fee (not to exceed \$2,000,000 in the aggregate) equal to 3.0% of the Purchase Price Increase (as defined below). The “Purchase Price Increase” means the amount by which (A) the sum of (1) cash consideration in such Sale Transaction and (2) the amount of any credit against any amount of debt under the Company’s credit facilities or term loan in such Sale Transaction exceeds (B) the amount that would be payable to acquire the assets purchased in such Sale Transaction under the Stalking Horse APA as such agreement was in effect on February 5, 2015 (it being agreed, for the avoidance of doubt, that if any assets that are not subject to the Stalking Horse APA as it was in effect on February 5, 2015 (such as, for example, intellectual property rights) are ultimately included in a Sale Transaction (whether with the Stalking Horse Bidder or another party), then (aa) when determining the amount subject to clause (A) above, the full amount of the consideration for such assets shall be included, but (bb) when determining the amount subject to clause (B) above, no additional amount shall be included with respect to such assets).”
5. Section 2(d) of the Letter Agreement is amended to remove the second sentence thereof (which relates to the crediting of one-half of any Financing Fee(s) paid), which sentence shall have no further force and effect.
6. Section 2(e) of the Letter Agreement is amended to remove the first sentence thereof (which relates to Credited Amounts), which sentence shall have no further force and effect.
7. Section 2(i) of the Letter Agreement is hereby removed from the Letter Agreement and shall have no further force and effect.

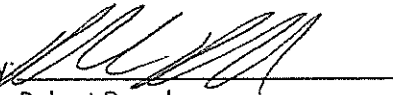
[Remainder of page left blank intentionally.]

Except as modified above, the provisions of the Letter Agreement remain in full force and effect.

If the foregoing is in accordance with your understanding, please sign and return to us the enclosed duplicate hereof.

Very truly yours,

RADIOSHACK CORPORATION, on behalf
of itself and its controlled subsidiaries

By: 
Robert Donohoo
Vice President & General Counsel

AGREED TO AND ACCEPTED

As of the date first written above:

LAZARD FRERES & CO. LLC

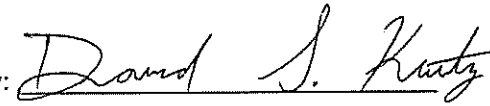
By:  /WTF
David S. Kurtz
Vice Chairman of US Investment Banking

EXHIBIT D
(Indemnification Letter)

LAZARD

September 5, 2014

RadioShack Corp.
300 RadioShack Circle
Fort Worth, TX 76102
Attention: Board of Directors

Ladies and Gentlemen:

In connection with our engagement to advise and assist your Board of Directors with the matters set forth in the engagement letter of even date herewith, RadioShack Corp., and its controlled subsidiaries (collectively, "you") and we are entering into this letter agreement. It is understood and agreed that in the event that Lazard Frères & Co. LLC or any of our affiliates, or any of our or their respective directors, officers, members, employees, agents or controlling persons, if any (each of the foregoing, including Lazard Frères & Co. LLC, being an "Indemnified Person"), become involved in any capacity in any action, claim, proceeding or investigation brought or threatened by or against any person, including your securityholders, related to, arising out of or in connection with our engagement, you will promptly reimburse each such Indemnified Person for its legal and other expenses (including the cost of any investigation and preparation) as and when they are incurred in connection therewith. You will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages, liabilities or expenses to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to, arising out of or in connection with our engagement, whether or not any pending or threatened action, claim, proceeding or investigation giving rise to such losses, claims, damages, liabilities or expenses is initiated or brought by you or on your behalf and whether or not in connection with any action, claim, proceeding or investigation in which you or any such Indemnified Person are a party, except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's bad faith or gross negligence. You also agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or your securityholders or creditors related to, arising out of or in connection with our engagement except to the extent that any loss, claim, damage or liability is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's bad faith or gross negligence. If multiple claims are brought against any Indemnified Person in an arbitration related to, arising out of or in connection with our engagement, and indemnification is permitted under applicable law with respect to at least one such claim, you agree that any arbitration award shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for hereunder, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available.

Lazard Frères & Co. LLC
190 S. LaSalle Street
31st Floor
Chicago, IL 60603

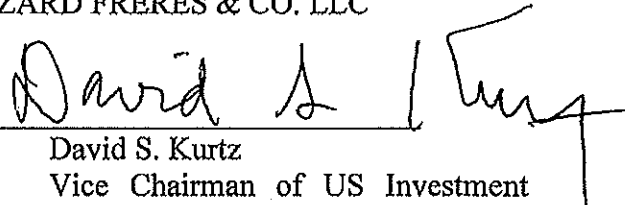
If for any reason the foregoing indemnification is held unenforceable (other than due to a failure to meet the standard of care set forth above), then you shall contribute to the loss, claim, damage, liability or expense for which such indemnification is held unenforceable in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by you and your securityholders and creditors on the one hand and the Indemnified Persons on the other hand in the matters contemplated by our engagement as well as the relative fault of yourselves and such persons with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations. You agree that for the purposes hereof the relative benefits received, or sought to be received, by you and your securityholders and creditors and the Indemnified Persons shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid by or to you and your securityholders and creditors, as the case may be, pursuant to any transaction (whether or not consummated) for which we have been engaged to perform investment banking services bears to (ii) the fees paid or proposed to be paid to us in connection with such engagement; provided, however, that, to the extent permitted by applicable law, in no event shall we or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to us for such investment banking services. Your reimbursement, indemnity and contribution obligations under this agreement shall be joint and several, shall be in addition to any liability which you may otherwise have, shall not be limited by any rights we or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of yourselves, ourselves, and any other Indemnified Persons.

You agree that, without our prior written consent (which will not be unreasonably withheld), you will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution could be sought hereunder (whether or not we or any other Indemnified Persons are an actual or potential party to such claim, action, proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Person from all liability arising out of such claim, action, proceeding or investigation. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby. This agreement and any claim related directly or indirectly to this agreement shall be governed and construed in accordance with the laws of the State of New York (without giving regard to the conflicts of law provisions thereof). No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or the United States District Court for the Southern District of New York, and each of us hereby submits to the jurisdiction of such courts. You hereby waive on behalf of yourself and your successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable. You (on your own behalf and, to the extent permitted by applicable law, on behalf of your securityholders and creditors) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to, arising out of or in

connection with this agreement or our engagement. This agreement shall remain in effect indefinitely, notwithstanding any termination or expiration of our engagement.

Very truly yours,

LAZARD FRERES & CO. LLC

By 
David S. Kurtz
Vice Chairman of US Investment
Banking

AGREED TO AND ACCEPTED
as of the date first
above written:

RadioShack Corp., on behalf of itself
and its controlled subsidiaries

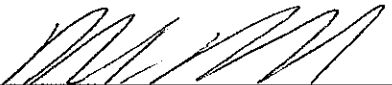
By 
Robert C. Donohoo
Vice President and General Counsel

EXHIBIT E

(Declaration of David S. Kurtz)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
RADIOSHACK CORPORATION, <i>et al.</i> , ¹	:	Case No. 15-10197 (BLS)
	:	
Debtors.	:	(Jointly Administered)
	:	

**DECLARATION OF DAVID S. KURTZ IN SUPPORT OF
DEBTORS' APPLICATION FOR AN ORDER (I) AUTHORIZING
THE RETENTION AND EMPLOYMENT OF LAZARD
FRERES & CO. LLC AND LAZARD MIDDLE MARKET LLC
TO SERVE AS THE DEBTORS' INVESTMENT
BANKER *NUNC PRO TUNC* AS OF THE PETITION DATE AND (II) WAIVING
CERTAIN REPORTING REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2(h)**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure

(the "Bankruptcy Rules"), David S. Kurtz declares:

1. I am a Vice Chairman and the Global Head of the Restructuring Group of Lazard Frères & Co. LLC ("Lazard Frères" and, together with Lazard Middle Market LLC, "Lazard"), which has its principal office at 30 Rockefeller Plaza, New York, NY. I am authorized to execute this declaration on behalf of Lazard. Unless otherwise stated in this declaration, I have personal knowledge of the facts set forth herein.²

¹ The Debtors are the following eighteen entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): RadioShack Corporation (7710); Atlantic Retail Ventures, Inc. (6816); Ignition L.P. (3231); ITC Services, Inc. (1930); Merchandising Support Services, Inc. (4887); RadioShack Customer Service LLC (8866); RadioShack Global Sourcing Corporation (0233); RadioShack Global Sourcing Limited Partnership (8723); RadioShack Global Sourcing, Inc. (3960); RS Ig Holdings Incorporated (8924); RSIgnite, LLC (0543); SCK, Inc. (9220); Tandy Finance Corporation (5470); Tandy Holdings, Inc. (1789); Tandy International Corporation (9940); TE Electronics LP (9965); Trade and Save LLC (3850); TRS Quality, Inc. (5417). The address of each of the Debtors is 300 RadioShack Circle, Fort Worth, Texas 76102.

² Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Lazard and are based on information provided by them.

2. This Declaration is being submitted in connection with the proposed employment and retention of Lazard as investment banker to the above-captioned debtors and debtors in possession (collectively, the "Debtors") to perform services as set forth in the Application for an Order (I) Authorizing the Retention and Employment of Lazard to Serve as the Debtors' Investment Banker Nunc Pro Tunc as of the Petition Date and (II) Waiving Certain Requirements Pursuant to Local Rule 2016-2(h) (the "Application").³ I submit this Declaration in compliance with sections 105, 327, 328 and 1107(a) of the Bankruptcy Code and to provide the disclosure required under Rule 2014(a), 2016 and 5002 of the Bankruptcy Rules and Rule 2014-1 of the Local Rules.

3. Lazard is the primary U.S. operating subsidiary of a preeminent international investment banking, financial advisory, and asset management firm. LMM is a subsidiary of Lazard Frères. Both Lazard Frères and LMM are registered as broker-dealers with the United States Securities and Exchange Commission and the Financial Industry Regulatory Authority. Together with its predecessors and affiliates, Lazard has been advising clients around the world for over 150 years. Lazard and its professionals have considerable expertise and experience in providing investment banking and financial advisory services to financially distressed companies and to creditors, equity holders, and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. In addition, Lazard's investment banking professionals have extensive experience in advising debtors in chapter 11 cases and have served as investment bankers to numerous debtors, chapter 11 trustees, creditors' committees and buyers in chapter 11 proceedings.

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

4. In connection with its proposed retention by the Debtors in these cases, Lazard undertook to determine whether Lazard had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Lazard obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest"), which parties are listed on Schedule 1 annexed hereto.

5. Lazard has researched Lazard Frères' and LMM's electronic client files and records to determine its connections with the Potential Parties in Interest. Pursuant to the Engagement Agreement, Lazard may continue to provide services to affiliates of the Debtors. To the extent that I have been able to ascertain that Lazard Frères or LMM has been retained within the last three years to represent any of the other Potential Parties in Interest (or their apparent affiliates or entities that we believe to be affiliates, as the case may be) in matters unrelated to these cases, such parties are listed on Schedule 2 annexed hereto.⁴ Lazard's representation of each entity listed on Schedule 2 (or its apparent affiliate or entity that we believe to be affiliated, as the case may be), however, was or is only on matters that are unrelated to the Debtors and these cases. In addition, Lazard has in the past three years represented the Debtor RadioShack Corp. with respect to restructuring matters pursuant to an engagement letter

⁴ Effective May 10, 2005, Lazard Frères transferred its then existing alternative investments business (which included fund management and investment, but which did not include (and was prior to Lazard Frères' acquisition of) Edgewater (as defined below)) and capital markets business (which included equity research, syndicate, sales and trading) to new privately-held companies, Lazard Alternative Investments LLC ("LAI") and FM Partners Holdings LLC (formerly Lazard Capital Markets LLC) ("FM"), respectively, which were and are neither owned nor controlled by Lazard. LAI and FM were and are owned and operated by LMDC Holdings LLC (formerly LFCM Holdings LLC ("LMDC")), which is owned in large part by former and current Lazard managing directors. LMDC was and is separate from Lazard and its businesses. From May 10, 2005 to August 14, 2014, Lazard and FM referred business to one another, and paid fees to one another, pursuant to a business alliance agreement that is no longer in effect. To the extent that FM acted as underwriter in connection with offerings by Potential Parties in Interest in the last three years (and during the term of the business alliance agreement), such parties have been listed on Schedule 2.

dated September 4, 2014, which engagement is no longer in effect. Other than as listed on Schedule 2 or in this paragraph 5, I am unaware of any engagements of Lazard Frères or LMM by the Potential Parties in Interest within the last three years.

6. Given the size of the Firm and the breadth of Lazard's client base, it is possible that Lazard may now or in the future be retained by one or more of the Potential Parties in Interest in unrelated matters without my knowledge. To the extent that Lazard Frères or LMM discovers any, or enters into any new, material relationship with Potential Parties in Interest, it will supplement this disclosure to the Court promptly.

7. In addition to the parties listed on Schedule 2, Lazard Frères and/or LMM may also represent, or may have represented, affiliates of Potential Parties in Interest and Lazard Frères and/or LMM may have worked with, continue to work with, and/or have mutual clients with, certain accounting and law firms who appear on the Potential Parties in Interest list. Lazard Frères and/or LMM may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that appear on the Potential Parties in Interest list.

8. Although Lazard has researched the Potential Parties in Interest list, the Debtors may have customers, creditors, competitors and other parties with whom they maintain business relationships that are not included as Potential Parties-in-Interest and with whom Lazard Frères and/or LMM may maintain business relationships. Additionally, as noted above, Lazard Frères and LMM are U.S. operating subsidiaries of an international investment banking, financial advisory, and asset management firm and thus have several legally separate and distinct affiliates. Although it is possible that employees of certain affiliates may assist Lazard in

connection with Lazard's engagement, as Lazard Frères and LMM are the only entities being retained by the Debtors, we have researched only the electronic client files and records of Lazard Frères and LMM, not of all of its affiliates, to determine connections with any Potential Parties in Interest.

9. Lazard Frères and LMM also have asset management affiliates, Lazard Asset Management LLC ("LAM") and Lazard Frères Gestion SAS ("LFG"), and an affiliate, Edgewater HoldCo LLC, that holds interests in the management companies for certain private funds (collectively, "Edgewater"). Although Lazard Frères receives payments from LAM, LFG and Edgewater generated by their respective business operations, each of LAM, LFG and Edgewater is operated as a separate and distinct affiliate and is separated from Lazard Frères' and LMM's other businesses.

10. As part of their regular business operations, LAM and LFG may act as investment advisor for or trade securities (including in discretionary client accounts, and through the operation of hedge funds and mutual funds, in which cases investment decisions are made by LAM or LFG), including on behalf of creditors, equity holders or other parties in interest in these cases, and Lazard Frères, LMM or their respective affiliates, managing directors and employees. Some of these LAM or LFG accounts and funds may have held, may now hold or may in the future hold debt or equity securities of the Debtors or the Debtors' creditors, equity holders, or other parties in interest in these cases, and LAM or LFG may have relationships with such parties. Furthermore, some of the investment funds managed by Edgewater may have held, may now hold or may in the future hold debt or equity securities of the Debtors or the Debtors' creditors, equity holders, or other parties in interest in these cases. Additionally, the Debtors, creditors, equity holders, or other parties in interest in these cases, and Lazard Frères, LMM or

their respective affiliates, managing directors, and employees, may be investors in investment funds that are managed by Edgewater. Lazard has in place compliance procedures to ensure that no confidential or nonpublic information concerning the Debtors has been or will be available to employees of LAM, LFG or Edgewater.

11. Other than as disclosed herein, Lazard has no relationship with the Debtors of which I am aware after due inquiry.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: FEB. 13th, 2015

LAZARD FRERES & CO. LLC

By: David S. Kurtz
David S. Kurtz
Vice Chairman and Global Head of the
Restructuring Group

SCHEDULE 1 TO THE DECLARATION

List of Potential Parties in Interest

The Debtors

Atlantic Retail Ventures, Inc.
Ignition L.P.
ITC Services, Inc.
Merchandising Support Services, Inc.
RadioShack Corporation
RadioShack Customer Service LLC
RadioShack Global Sourcing Corporation
RadioShack Global Sourcing Limited Partnership
RadioShack Global Sourcing, Inc.
RS Ig Holdings Incorporated
RSIgnite LLC
SCK, Inc.
Tandy Finance Corporation
Tandy Holdings, Inc.
Tandy International Corporation
TE Electronics, LP
Trade and Save LLC
TRS Quality, Inc.

Domestic Nondebtor Affiliates

Tandy Life Insurance Company

Foreign Nondebtor Affiliates

FIH RadioShack (Asia) Retail Holdings Limited
Logistic Answers, S.A. de C.V.
RadioShack de Mexico, S.A. de C.V.
RadioShack Global Sourcing (Hong Kong) Limited
Retail Answers, S.A. de C.V.
Shenzhen RSGS Electronics Limited
Tandy Radio Shack Limited (Hong Kong)

Current and Former Officers, Directors and Senior Management of the Debtors

Carlin Adrianopoli
Chan Tung-hai
Chih-Chung Wang
Christopher C. Jones
Chung Rai Lin
Daniel R. Feehan
Donald J. Bromley
Edwina D. Woodbury
Frank J. Belatti
Gary J. Anderson
H. Eugene Lockhart
Holly Felder Etlin
Jack L. Messman
Janet E. Fox
Jen-Chieh (Jack) Lee
Jennifer S. Warren
Joel H. Tiede

John W. Feray
Joseph C. Magnacca
Julie A. Dobson
Kevin J. Krautkramer
Kristine Eppes
Liliana Aguila Reyes
Mark A. Boerio
Martin B. Amschler
Michael S. DeFazio
Michael Montes
Paul Rutenis
Randolph C. Morris
Robert E. Abernathy
Robert C. Donohoo
Sri Reddy
Telvin P. Jeffries
Troy H. Risch
Wen-Hsin (Vincent) Tong
Wendy Mavrinac
William R. Russum
Winnie Luk (Luk Kit Yi)

Major Current Business Affiliations Of Directors of the Debtors

Cash America International
Equicorp Partners LLC
General Atlantic
Kimberly-Clark Corporation
Telebright, Inc.
The Chapel Hill Press, Inc.

Current Bond Trustees of the Debtors

Litespeed Management LLC
Standard General LP
Wilmington Trust

Various Debtholders of the Debtors

Blackwell Partners, LLC
BlueCrest Multi Strategy Credit Master Fund Limited
Brevan Howard Credit Catalysts Master Fund Limited
Cerberus Levered Loan Opportunities Fund II, L.P.
Cerberus NJ Credit Opportunities Fund, L.P.
Cerberus ASRS Holdings LLC
General Retail Funding LLC (Standard General)
General Retail Holdings L.P.
Mudrick Distressed Opportunity Fund Global, LP
Saba Capital Master Fund, Ltd.
Saba Capital Series LLC Series 1
Saba Capital Master Fund II, Ltd
Saba Capital Leverage Master Fund, Ltd

Salus Capital Partners, LLC
 Salus CLO 2012-1, LTD.
 T. Rowe Price Credit Opportunities Fund, Inc
 T. Rowe Price Funds Series II SICAV
 T. Rowe Price High Yield Fund, Inc.
 T. Rowe Price Institutional Credit Opportunities
 Fund
 T. Rowe Price Institutional High Yield Fund
 Taconic Master Fund 1.5 LP
 Taconic Opportunity Master Fund LP
 Wells Fargo Bank, National Association

Parties to Joint Ventures with the Debtors

First Honest Enterprises Limited
 Perfect Legend Development Limited

Debtors' Professional Memberships and Commercial Associations

Consumer Electronics Association
 Direct Marketing Association, Inc.
 International Franchise Association
 IPC - Association Connecting Electronics
 National Retail Federation
 PRBA Rechargeable Battery Association
 Retail Industry Leaders Association

Debtors' Top Suppliers of Services and Goods

Apple, Inc.
 AT&T Mobility LLC
 Belkin Logistics, Inc.
 Canon USA, Inc.
 Cellco Partnerships d/b/a Verizon Wireless
 Cobra Electronics Corporation
 Communications Test Design, Inc.
 Cricket Communications, Inc.
 D & H Distributing Company
 Fitbit, Inc.
 G & Y Company Limited
 General Instrument Corporation (ARRIS Group, Inc.)
 Good Mind Industries Co., Ltd.
 Green Dot Corporation
 Harman International, Inc.
 Interactive toy Concepts (HK), Ltd.
 Jebsee Electronics Co., Ltd.
 Linksys LLC
 Mach Speed Technologies LLC
 Magicjack, L.P.
 Master Hill Electric Wire & Cable
 Mecca Electronics Industries, Inc.
 Midland Radio Corporation
 Musical Electronics Limited
 National Distribution, Inc.
 Netgear, Inc.
 Olympus Corporation
 Panasonic North America
 Payspot, Inc.

PCH International (Air)
 Plantronics, Inc.
 Prenet
 Protop International, Inc.
 Rooftop Group USA, Inc.
 Scientific Toys, Ltd.
 SDI Technologies
 Seed Technology, Inc.
 Sol Republic, Inc.
 Spectrum Brands
 Sprint PCS
 Sprint Prepaid
 SPS, Inc.
 Synnex Corporation
 Tech Data Corporation
 The Whistler Group, Inc.
 Tessco, Inc.
 TNS Distribution USA, Inc.
 Toshiba America Information System, Inc.
 Tsay-E International, Inc.
 Uniden
 USCC Distribution Co. LLC
 Vican, Inc.
 Virgin Mobile IP
 Voxx International
 VTech Communication
 Weide Electronics Co., Ltd.
 Wilson Electronics
 Y.C. Cable Co., Ltd.
 Zagg, Inc.

Parties to Material Contracts with the Debtors

American Bankers Insurance Company of Florida
 APL Logistics, Ltd.
 Assurant Service Protection, Inc.
 AT&T
 BBDO Puerto Rico, Inc.
 Federal Warranty Service Corporation
 First Honest Enterprises Limited
 FS Capital Limited of Cacif Royale
 Fujitsu America, Inc.
 Hundai Merchant Marine Service
 iProspect
 NG&G Facility Services International
 Perfect Legend Development Limited
 Planitretail
 Rayovac Corporation
 Razorfish LLC
 RR Donnelley
 Spectrum Brands, Inc.
 Sprint PCS
 Sprint Solutions, Inc.
 Sureway, Inc.
 United Service Protection, Inc.
 Verizon Wireless

Current and Former Parties to Material

Unexpired Leases

Benderson 85-I Trust
 Benderson-Wainberg Associates, L.P.
 Brixmor
 CBL
 CBL & Associates
 CBL Morristown, Ltd.
 DDR Corporation
 Equity One
 Federal Realty Investment Trust
 Federal Realty Partners
 GGP
 GGPLP, L.C.
 Hayco Cutler
 Inland
 Kimco
 Macerich
 Preit Gadsden Mall LLC
 Pyramid Mall of Hadley Newco LLC
 Pyramid Mall of Ithaca LLC
 Pyramid Walden Company
 Ramco-Gershenson Properties, L.P.
 Regency Centers, L.P.
 Regency Commercial Associates
 Regency Lumberton
 Regency Park Associates
 Regency Seymore LLC
 RPAI Arvada LLC
 RPAI Houston Sawyer Heights LLC
 RPAI Southwest Management LLC
 RPAI US Management LLC
 Simon Capital GP
 Simon Oakley Town Center LLC
 Simon Property Group, Inc.
 Tarrant County College
 THF
 Weingarten
 Westfield Shopping Center LLC
 Westfield Topanga Owner LLC

Beneficiaries and Issuers of Letters of Credit

4 County Power Association
 52nd Street Associates
 Alabama Power Company
 American Express
 AT&T Mobility
 Autoridad De Acueductos Y Alcantarillados
 Autoridad de Energia Electricia
 Baltimore Gas and Electric Company
 Bryan Texas Utilities
 Carolina Power & Light Corporation
 CE Link Limited
 Central Hudson Gas and Electric Company
 Citizens Bank, N.A.
 City of Acworth

City of Azusa Light & Water Department
 City of Boerne Utilities of Boerne, Texas
 City of Calhoun
 City of Fountain, Colorado
 City of Huntsville Utilities Department
 City of Lakeland
 City of Laurinburg
 City of Leesburg, Florida
 City of Panama, Florida
 City of Stillwater
 City of Tallahassee
 Clarksville Department of Electricity
 Clay Electric Corporation
 Commissioner of Licenses Morgan County
 Courthouse
 Commonwealth of Virginia
 Con Edison
 Cyber Acoustics, Ltd.
 D&H Distributing
 D.A.P. Limited
 Decatur Utilities
 Department of Homeland Security
 Department of Public Utilities, City of Orangeburg
 Department of Treasury
 Dongguan Tecyea Electronics
 Donlen Corporation Fleet Cars
 Donlen Corporation Fleet Services
 Elk River Municipal Utilities
 Entergy Arkansas, Inc.
 Entergy Gulf States Louisiana
 Entergy Louisiana LLC
 Entergy Mississippi, Inc.
 Entergy New Orleans, Inc.
 Entergy Texas, Inc.
 Ferosa Electric
 FIH (Hong Kong) Limited
 Fitbit, Inc.
 Florence Utilities City of Florence, AL
 Florida Power Corporation
 Florida Public Utilities Company
 Fort Pierce Utilities Authority
 G & Y Company Limited
 Georgia Power Company
 Good Mind Industries Co., Ltd.
 Gulf Power Company
 Hui Tian Technology Limited
 ITI Hong Kong
 JEA (f/k/a Jacksonville Electric Authority)
 Jebsee Electronics Company
 Kentucky Utilities Company
 Kissimmee Utility Authority
 Liberty Mutual Insurance Company
 Master Hill Electric Wire and Cable
 Mayfield Electric & Water System
 Mississippi Power Company
 Morristown Power System

Murfreesboro Electric Department
 Musical Electronics
 Netgear, Inc.
 Nevada Department of Taxation
 New Smyrna Beach Utilities Commission
 Newman Water & Light Commission
 Niagra Mohawk Power Corporation
 Nicor Gas Company
 North Georgia Electric Co-Operative
 North Little Rock City Service
 Office Depot
 Office of State Tax Commissioner
 Ohio Bureau of Worker's Compensation
 Olympus Imaging America
 Orlando Utilities Commission
 Pacific Gas and Electric Company
 Palmetto Electric Cooperative, Inc.
 Payspot, Inc.
 PCH International
 PD Tech
 Plantronics
 Port Authority of New York
 Portland General Electric Company
 PreCash, Inc.
 Princeton Electric Plant Board
 Progress Energy Florida
 ProTop International, Inc.
 PSEG Long Island
 PSI Utility Company
 Rappahannock Electric Cooperative
 Riviera Utilities
 Rooftop Group USA, Inc.
 SAFECO Insurance Company of America
 Safety National Casualty
 Salt River Project Agricultural Improvement and
 Power District
 Samson Industries
 SEED Technology
 Sequachee Valley Electric Cooperative
 Skullcandy, Inc.
 Snohomish PUD
 South Dakota Department of Revenue
 Southern Pine Electric Power Association
 State of Texas
 Sumter Electric Cooperative, Inc.
 Supplies Network, Inc.
 Svenska Handelsbanken
 Synnex Corporation
 Tampa Electric Company
 The Cleveland Utilities, Cleveland, Tennessee
 The Knoxville Utilities Board
 The Lenoir City Utilities Board
 Toshiba America Information Systems
 TSAY-E(B.V.I.) International, Inc.
 Tullahoma Utilities Board
 Tucson Electric Power Corporation

Uniden
 Union Electric Company dba Ameren Missouri
 United States Virgin Islands
 UNS Electric, Inc.
 Utilicorp United, Inc.
 Utility Board of the City of Key West
 Vican Group
 Virgin Islands Water and Power Authority
 Virginia Electric & Power Company dba Dominion
 Virginia Power
 Voxx International
 Wells Fargo
 Western Surety Company
 Withlacoochee River Electric Cooperative, Inc.

Depository and Disbursement Banks

Amalgamated Bank
 American Bank
 Ameriserve Financial
 Anchor Bank SSB
 Arvest Bank
 Associated Bank
 Astoria Bank
 Banco Popular
 Banco Popular North America
 Banco Santander De Puerto Rico
 Bancorpsouth
 Bank Of America
 Bank Of Hawaii
 Bank Of Ocean City
 Bank Of Oklahoma
 Bank Of Springfield
 Bank Of Texas
 Bank Of The West
 Bank SNB
 Bar Harbor Bank & Trust
 BB&T Co.
 Beneficial Bank
 BMO Harris Bank N.A.
 BNP Paribas
 Busey Bank
 Cadence Bank, N.A.
 Capital Bank, N.A.
 Capital City Bank
 Capital One Bank
 CB&T Bank Of Middle Georgia
 Central State Bank
 Chemical Bank & Trust Company
 Chemung Canal Trust Co.
 CIBM Bank
 Citibank
 Citibank/Morgan Stanley
 Citizen Security Bank & Trust
 Citizens Bank
 Citizens Bank And Trust
 Citizens National Bank

City National Bank
 Clinton National Bank
 Comerica Bank
 Commerce Bank
 Commercial Bank & Trust
 Community Bank, N.A.
 Community Trust Bank, Inc.
 Compass Bank
 Desert Community Bank
 Deutsche Bank
 Doral Bank
 Elmira Savings Bank FSBb
 Extraco Banks N.A.
 Falcon International Bank
 Farmers & Merchants Bank & Trust
 Farmers Bank & Trust Co.
 Fifth Third Bank
 First Bank Of Tennessee
 First Citizens Bank
 First Commonwealth
 First Commonwealth Bank
 First Community Bank
 First Community Bank Of Mercersburg
 First Community Credit Union
 First Farmers Bank & Trust
 First Hawaiian Bank
 First Merchants Bank
 First Merit Bank, N.A.
 First Mid Illinois Bank & Trust
 First Midwest Bank N.A.
 First National Bank & Trust Co.
 First National Bank Of Griffin
 First National Bank Of Louisiana
 First National Bank Of Pennsylvania
 First National Bank Texas
 First Natl Bank Of Ottawa
 First Niagara
 First Sentry Bank, Inc.
 First State Bank
 First State Bank Of Altus
 First Tennessee Bank
 First United Bank & Trust Co.
 Firstbank
 Firstbank Puerto Rico
 Five Star Bank
 Forcht Bank N.A.
 Frost Bank
 Happy State Bank
 Hardin County Bank
 Hometown National Bank
 Honesdale National Bank
 HSBC
 Huntington National Bank
 International Bank Of Commerce
 Intrust Bank, N.A.
 Invesco AIM

JPMChase
 JPMORGAN Chase Manhattan
 Key Bank
 Lake City Bank
 LCNB National Bank
 Lyon County State Bank
 M & T Bank
 MainSource Bank
 Morton Community Bank
 Mutual Bank
 National Bank Of Commerce
 NBT Bank, N.A.
 North Community Bank
 Northway Bank
 Northway Bank
 Northwest Savings Bank
 Novo Banco
 Old National Bank In Evansville
 Oppenheimer
 Oriental Bank
 Peoples Bank, N.A.
 Peoples National Bank N.A.
 Peoples United Bank
 Pilot Grove Savings Bank
 PNC Bank
 Progressive Bank
 Prosperity Bank
 Rabobank N.A.
 Regions Bank
 Relyance Bank, N.A.
 Royal Bank Of Canada
 Salem Five Cents Savings Bank
 Santander
 Scotia Bank De Puerto Rico
 Seaway Bank And Trust Company
 Southcrest Bank
 Southern Bank
 Southern Michigan Bank & Trust
 Star Financial Bank
 State Bank Of Toulon
 State Bank Of Waterloo
 State Street
 Steuben Trust Company
 Stone Castle
 Suffolk County Natl Bank
 Sunflower Bank, N.A.
 Talmer Bank And Trust
 TCF Bank
 TCF National Bank
 TD Bank
 Tennessee Valley FCU
 The Bank Of Nova Scotia
 The Bank, N.A.
 The Poca Valley Bank
 The Provident Bank
 UBS

UMB Bank
United Bank & Trust Co.
United Bank, Inc.
US Bank
Valley National Bank
Wauchula State Bank
Webster Bank, N.A.
Wells Fargo
Wesbanco Bank Inc.
Whitney Bank
Wilmington Saving Fund Society
Woodforest National Bank

Major Competitors

Amazon.com, Inc.
Best Buy Co., Inc.
eBay, Inc.
Verizon Wireless, Inc.
Wal-Mart Stores, Inc.

Major Benefits Administrators or Additional Third Party Administrators

Banco Popular
Chubb
Delta Dental Insurance Company
Hawaii Medical Services Association (HMSA)
Lockton
OptumRx
Superior Vision
Triple-S
United HealthCare Services
Universe
Unum Group
Wells Fargo

Taxing, Licensing and Permits Authorities

Alabama Department of Revenue
Alaska Department of Revenue
Arizona Department of Revenue
Arkansas Department of Revenue
Bluetooth Special Interest Group
California Department of Revenue
California Department of Toxic Substances
California Energy Commission
Call2Recycle
CalRecycle
Colorado Department of Revenue
Connecticut Department of Revenue
Consumer Electronics Association
Consumer Product Safety Commission
Delaware Department of Revenue
Department of Energy
Department of Energy and Environmental Protection,
Central Processing Unit
Department of Transportation
DEQ Headquarters Office

Environmental Protection Agency
Federal Communications Commission
Florida Department of Revenue
Food and Drug Administration
Georgia Department of Revenue
Hawaii Department of Health, Office of Solid Waste
Management
Hawaii Department of Revenue
Idaho Department of Revenue
Illinois Department of Revenue
Illinois EPA Electronic Recycling Fund
IMERC
Indiana Department of Environmental Management
Indiana Department of Revenue
Internal Revenue Service
Intertek Testing Services
Iowa Department of Revenue
Kansas Department of Revenue
Kentucky Department of Revenue
Louisiana Department of Revenue
Maine Department of Environmental Protection
Maine Department of Revenue
Maryland Department of Revenue
Maryland Department of the Environment
Massachusetts Department of Revenue
Michigan Department of Revenue
Microsoft Windows Hardware Quality Labs
Minnesota Department of Revenue
Minnesota Department of Revenue - Pollution
Control Agency
Mississippi Department of Revenue
Missouri Department of Revenue
Montana Nebraska Department of Revenue
MRM Recycling
National Weather Service
NC DENR - DWM Solid Waste Section - Electronics
Management Program
Nevada Department of Revenue
New Hampshire Department of Revenue
New Jersey Department of Environmental Protection,
Solid and Hazardous Waste Management
Program, Bureau of Recycling and Planning
New Jersey Department of Revenue
New Mexico Department of Revenue
New York Department of Environmental
Conservation Product Stewardship & Waste
Reduction Section
New York Department of Revenue
North Carolina Department of Revenue
North Dakota Department of Revenue
Ohio Department of Revenue
Oklahoma Department of Revenue
Oregon Department of Revenue
Pennsylvania Department of Environmental
Protection/ Bureau of Waste Management
Pennsylvania Department of Revenue

Portable Rechargeable Battery Association
 Puerto Rico Environmental Quality Board
 Retailer Industry Leaders Association
 Rhode Island Department of Revenue
 Rhode Island Office of Management Services
 Rocky Mountain Poison Center
 Securities and Exchange Commission
 South Carolina Department of Revenue
 South Dakota Department of Revenue
 Steven Noble / Electronic Takeback Program,
 Michigan DEQ
 Tennessee Department of Revenue
 Texas Department of Revenue
 Underwriters Laboratory
 USB Implementers Forum
 Utah Department of Revenue
 Vermont Department of Revenue
 Virginia Department of Revenue
 Washington Chemical Reporting
 Washington Department of Revenue
 Washington E-waste Registration and Report
 Waste Management & Prevention Division, E-Cycles
 Program
 West Virginia Department of Revenue
 West Virginia E-waste Registration and Report
 Wisconsin Department of Natural Resources
 Wisconsin Department of Revenue
 Wyoming Department of Revenue

Major Insurers and Insurance Brokers

Ace American Insurance Company
 AIG Mexico
 Allied World National Assurance Company
 Alterra Excess & Surplus Insurance Company
 Axis Insurance Company
 China Ping An Property Insurance Company
 Empire Indemnity Insurance Company
 Everest Indemnity
 Factory Mutual Insurance Company
 Federal Insurance Company (Chubb)
 Fireman's Fund Insurance Company
 FM Global de Mexico, S.A. de C.V.
 Great American Insurance Company
 Homesite Insurance Company
 Hong Kong FM Insurance Company, Ltd.
 Illinois National Insurance Company (AIG)
 Liberty Insurance Underwriters, Inc.
 Lloyds and International Insurance Company of
 Hanover
 Marsh USA, Inc.
 Maxum Indemnity Company
 New Hampshire Insurance Company (AIG Excess)
 QBE Specialty Insurance Company
 RSUI Indemnity Company
 Safety National Casualty
 Travelers Casualty and Surety Company of America

U.S. National Union Fire Insurance Company of
 Pittsburg
 Westchester Surplus Lines Insurance Company
 XL Specialty Insurance Company
 Zurich American Insurance Company

Significant Utility Providers

Alabama Power Company
 Amerenue
 American Electric Power
 AT&T
 AT&T Teleconference Services
 Atmos Energy
 Autoridad de Energia Electrica
 Centurylink
 Comcast Cable
 Commonwealth Edison
 Con Edison
 Connecticut Light & Power
 Direct Energy Business
 Dominion Virginia Power
 DTE Energy
 Duke Energy
 Entergy
 Florida Power and Light
 Frontier, Inc.
 Gdf Suez Energy Resources, N.A.
 Georgia Power Company
 Hawaiian Electric Company
 Hudson Energy
 LIPA
 Los Angeles Department of Water and Power
 Megapath Networks, Inc.
 National Grid USA
 Noble Americas Energy Solutions
 Pacific Gas and Electric
 Public Service Electric & Gas Company
 San Diego Gas & Electric
 Southern California Edison Company
 Time Warner Cable
 Verizon
 Xcel Energy

The Debtors' Largest Unsecured Creditors, as Identified in Their Chapter 11 Petitions

Assurant Service Protection Inc.
 Barfield, Mark
 BBDO Puerto Rico Inc.
 Cellco Partnerships d/b/a Verizon Wireless
 Cognizant Technology
 Dongguan Tecyee Electronics Limited
 Facility Solutions Group
 Federal Express
 Freundlich, Jana
 GN Netcom Inc.
 Good Mind Industries Co., Ltd

GSD&M
 GSI Commerce Solutions Inc.
 Hullinger, Mark
 Internal Revenue Service
 Jebsee Electronics Co., Ltd.
 Jeffries, Telvin P
 Kimberling, Jackie
 Lambert, Linda
 Leader Electronics Inc.
 Logicsource Inc.
 MagicJack LP
 Maker Media Inc.
 Master Hill Electric Wire & Cable
 Moad, Martin
 Motorola Mobility
 Musical Electronics Limited
 National Distribution Inc.
 Nebes, Bill
 Panasonic North America
 Process Displays
 Protop International Inc.
 Ripperton, John
 Rooftop Group USA Inc.
 Ryan Inc.
 Samson Technologies Corp
 Samya Technology Co., Ltd.
 Seeed Technology Inc.
 Shenzhen Chousen Optoelectronics
 Shin Chin Ind. Co., Ltd.
 Sprint PCS
 SPS Inc.
 Tarrant County College District
 Toshiba America Information Systems Inc.
 Tracfone Wireless Inc.
 Vican Inc.
 Wilmington Trust, National Association
 Wilson Electronics LLC
 Y.C. Cable Co., Ltd.
 Zylux Acoustic Corporation

AstraZeneca
 AT&T Communications
 AT&T Mobility LLC
 Automax Auto Repairs
 Avesta of Bay County LLC
 Azusa Pacific University
 Babrowski, Claire H.
 Bacon, Devon
 Bank of America, N.A.
 Barnes, David G.
 Bass Productions
 Bass, Douglas F.
 Bass, Melinda
 Batanovic, Resul
 Becerra, Marcus
 Belatti, Frank J.
 Best Buy Co., Inc.
 Bitter, Steven
 Board of County Road Commissioners for the
 County of Oakland, Michigan
 Bohman, Steve
 Brennan Associates
 Broadway Hardware, Inc.
 Brookler, Morry
 Cadenasso, Richard
 Capital City Glass and Mirror
 Carter Electronics
 Carter, Ken C.
 Cascades Canada, Inc.
 CE Designs, Ltd.
 Chandler Packaging, Inc.
 Charleston, County of
 Christopher Lowe Hicklin DC Plc
 Ciebrant, Natalie Ann
 Circuits, Inc.
 City Select Auto Sales, Inc.
 C-Mart, Inc.
 Coalinga Electronics
 Coby Electronics Corporation
 Colbry, Rebecca Rae
 Collection Bureau of America
 Conner-Jackson, Lashad R.
 Cormier, Jeffrey V.
 Costco, Inc.
 Cottingham, Randall
 CP Associates LLC
 Crawford, William R.
 D&D Electronics, Inc.
 Dana, Matthew
 David Randall Associates, Inc.
 Debaun Development
 Delaware, County of
 Dietro, Philip
 Dimmen, Larry A.
 DirecTV, Inc.
 Distributors Packaging Group LLC

Parties in Major Litigation with the Debtors

3M Corporation
 A.W. Chesterton Company
 Able Rigging Contractors, Inc.
 Accruent, Inc. (f/k/a Tequila Software, Inc.)
 Acer America Corporation
 Aguirre, Antonio M., Jr.
 Air Communications & Satellite, Inc.
 Akram, Samina
 Aliano, Mario
 Amazon.com, Inc.
 American Society of Composers, Authors and
 Publishers
 Ameron International Corporation
 Apple, Inc.

DNR Group LLC
 Douglass, Simon
 DXG Technology USA, Inc.
 eBay, Inc.
 Echandia Gonzalez, Getulio
 EchoStar Satellite Corporation
 Economy Plumbing & Heating Company
 Edmondson, David J.
 Edwards, Audrey
 Edwards, Leon Leroy
 Electronic Junction, Inc.
 Elmquist, Ronald E.
 Engelhart, Steven
 Falcone, Robert S.
 Fauley, Shaun
 Feehan, Daniel R.
 Ferraro Foods of North Carolina LLC
 Ferraro Foods, Inc.
 Fidel, David
 Fischer, Frank
 Fitbit, Inc.
 Fitbug Limited
 Francis, Ashley
 Freehan, Daniel R.
 Gates, Niles
 General Nutrition Centers, Inc. (GNC)
 Georgia Pacific LLC
 GeoTag, Inc.
 Gerhart, William A.
 Gibbs, Barbara
 Giroto, Luigi
 GlaxoSmithKline (GSK) (f/k/a SmithKline Beecham)
 Globalstar, Inc.
 Goldstein, Alan
 Gonzalez, Ariel
 Gonzalez, Jose
 Gooch, Jim F.
 Graham, Jamal Emanuel
 Grant, Steven
 Grier, Gen. L.
 Grothues, Arnold A.
 GSI Commerce, Inc.
 Guardian Media Technologies, Ltd.
 Guerrero, Liza
 Gueye, El Hadji
 Hallberg, Alan S.
 Hernandez, Alma Clarisa
 Hernandez, Richard J.
 Herron, Arthur F.
 Hiber, Ronald
 High Definition Logistics
 Hitachi America, Ltd. Digital Media Division
 Hitachi, Ltd.
 Hi-Tec Comercio
 Home Depot U.S.A., Inc.
 Horne, Floyd D.
 Huston, John
 Illinois Department of Transportation
 Hi-Tec Comercio, Importacao E Exportacao, Ltda.
 Incipio Technologies, Inc.
 International Paper Company
 Islandia SC I LLC
 Jankel, Justin Cody
 Jankel, Teresa Margaret
 Jar-Ramona Plaza LLC
 Johnson, David P.
 Jones, Billy
 JR Mechanical Services Corporation
 Juarez, Jose
 Kamar, Spiro
 Karnezis Properties
 Kayani, Raja Shakeel
 Kesler, David F.
 Kesler, Dawn M.
 Kesler, Matthew R.
 King, Caroline May
 Kleen Products LLC
 Koninklijke Philips Electronics, N.V.
 Lafleur, Ernest
 Lavery, Mark
 LG Electronics USA, Inc.
 LG Electronics, Inc.
 Lincolnnton Ventures LLC
 Little, Monet
 Lockhart, H. Eugene
 Louie, May C.
 Luna, Efrain (Ramon), Jr.
 Mafera, Stephen J.
 Marcano, Jorge
 MasterCard Incorporated
 Mata, Frank Hierrezuelo
 Matrix LS, Inc.
 Maxwell, Robert
 McKeon, Beau J.
 Messman, Jack L.
 Metropolitan Life Insurance Company
 Mighty Pac, Inc.
 Mills, James
 Mitchell, James
 Mitsubishi
 Mitsubishi Electronics America, Inc.
 Mobi Technologies, Inc.
 Monero, Ashley
 Morgan, Betty C.
 Morgan, Elizabeth A.
 Morgan, Wayne T, Jr.
 Morton, William G., Jr.
 Mount Spelman & Fingerman PC
 National Amusements, Inc.
 National Service Online Corporation (NSO)
 Norampac Holdings U.S., Inc.
 Omnicon Interiors, Inc.

Omnitronics LLC	Sally Beauty Supply
Orange County Water District	Salvador, Lydia Renee
Ordonez, Daniel	Saman, Rami Ayoub
Outlaw, Robert L.	Samsung Electronics America, Inc.
Outside The Box Electronics LLC	Samsung Electronics Company, Ltd.
Overstock.com, Inc.	Samsung Telecommunication America, Inc.
Oyola Diaz, Eliud	Sandy Rothschild & Associates, Inc.
Packaging Corporation of America	Sapp Electronics LLC
Panalpina	Sapp, Isaac
Panasonic Corporation	SCM Builders, Inc.
Panasonic Corporation of North America	Sears, Roebuck and Company
Partid, Ariann	Segner, Thomas W.
Paypal, Inc.	Seitz, Jeremy
Peterson, James A.	Shaw, Cecil
Petropoulos, William	Sheldon, Robert
Pettit, David M.	Siddiqui, Alamgir R.
Pfizer, Inc.	Silipino, Raymond
Philips Electronics North America Corporation	Singh, Manoj P.
Pina Rodriguez, Ruben	Singh, Raina Satnam
Plaskett, Thomas G.	Sisson, Michael
Pluta, John	Smith, Bryon
Precision Associates, Inc.	Smith, Dawn
Pro-Line Construction	Smith, Terral James
Quick Transportation Inc. dba DNR Expedite Company	Smurfit-Stone Container Corporation
R.P.R. Enterprises, Inc.	Snyder, Jeffrey
Radavicuite, Victoria	Solorio, Jovany
Radford, Inc.	Somerville, Jeffrey
RadioShack Administrative Committee (The)	Sony Electronics, Inc.
RadioShack Franchise	South Carolina Department of Transportation
RadioShack International	Soverain Software LLC
radioshackjerseys.com	Sprague, Roger W., Jr.
radioshackltd.net	Stanley, Keri Brooke
Ray, Randall S.	Stivers, Jeff
Razawi, Mostafa	Storick Group Company
Redman, Scott D. H.	Storick, Scott R.
Reiders, Keith	Strata Vegas LLC
Reier Broadcasting	Swann Communications, Ltd.
RHE Hatco, Inc.	Swann Communications USA
Rhodal 2 LLC	Tandy Corporation
Rhodes, Kim	Target Corporation
Rhodes, Machias	Tatung Company
Rhodes, Nathan	Tellez, Melissa
Ripley, Thomas A.	Temple-Inland, Inc.
Robinson-Hill, Athena	Texas, State of
Rodriguez Berrios, Orlando	The Best Service Co., Inc.
Rosario, Joanne	The Sound Wave
Ross, Laura F.	THF-L Moline Development LLC
Ross, William, III	Thule, Inc.
Rossetta, David	TIN, Inc.
Rowell, Justin	Toshiba America, Inc.
Rowell, Wayne	Toshiba Corporation
Rubloff C&G Portfolio LLC	Triplett, Ronald
Ruiz, Tiffany	Trumbull Center Property Management
Sabic Innovative Plastics US LLC	U.S. Bank, National Association
Sabon, Inc.	U.S. Ethernet Innovations
	Uddin, Nasir

Universal Circuits, Inc.
 Vause & West Enterprises
 Vause, JoAnn
 Vause, Michael
 Veenstra, John W.
 Velasco, Eric
 Velocity Micro Electronics, Inc.
 Verderame, David
 Verizon
 Videl, Inc.
 Visa USA, Inc.
 Wade, Delane G.
 Wade, Kevin L.
 Walgreen Company
 Walsh, Edward M
 Warner-Lambert Company LLC
 Wartski, David
 West St Paul, City of
 Weyerhaeuser Paper Company
 White, Bud
 White, James
 Williams, Michelle Danae
 Wills, Jaime
 WinLink, S.A.
 Wolpin, Steven D.
 Woodbury, Edwina D.
 Wyandotte, County of
 Xitel, LLC dba Xitel Technologies LLC
 Ziemba, John T.

**Debtors' Significant Professionals, Consultants
 and Service Providers**

7Summits LLC
 A&G Realty
 ADP, Inc.
 American Appraisal Associates, Inc.
 AP Services LLC
 Applied Predictive Technologies, Inc.
 Baker & McKenzie
 Boomerang Commerce, Inc.
 Choate Hall
 Cognizant Technology Solutions Corporation
 Conway Delgenio
 CR Architecture & Design
 Custologix, Inc.
 Debevoise & Plimpton
 Demand Media
 Digby
 Enhanced Retail Solutions LLC
 Equity Methods LLC
 Fish & Richardson PC
 Foster Rieder & Jackson PC
 FTI Consulting
 Giordano Halleran & Ciesla PC
 Gordon Brothers Retail Partners, LLC
 Gray Plant Mooty Mooty & Bennett, P.A.

Greenberg Traurig
 Hay Group, Inc.
 Haynes And Boone LLP
 Hilco Merchant Resources LLC
 Houlihan Lokey
 IBM
 Infusion Dev LLC
 Jackson Walker LLP
 Jones Day
 Kekst and Company, Inc.
 King & Spaulding
 Kirkland & Ellis
 KPMG LLP
 Lasher Holzapfel Sperry & Ebbenson
 Lazard Freres & Company
 Lee Hecht Harrison LLC
 MAEVA Group LLC
 Manning & Kass Ellrod Ramirez Trester LLP
 McKenna Long & Aldridge LLP
 Medallia, Inc.
 MGMT3D LLC
 Miller Chevalier
 Morgan Lewis & Bockius LLP
 Motionpoint Corporation
 MU Sigma
 Niddrie Fish & Addams LLP
 Ogletree Deakins Nash Smoak & Stewart PC
 Payment Software Company LLC
 Pepper Hamilton LLP
 Pietrantoni Mendez & Alvarez LLP
 PricewaterhouseCoopers
 Prime Clerk
 Reed Smith LLP
 Ryan & Company
 Ryan Retail Consulting
 Sidley & Austin
 Simpson Thacher & Bartlett LLP
 Sphere Trending
 Tiger Capital Group, LLC.
 Towers Watson Delaware, Inc.
 Unum Life Insurance
 Weber Shandwick
 Wells Fargo Bank
 Whitley Penn & Associates

Bankruptcy Judges for the District of Delaware

Judge Kevin Gross
 Judge Kevin J. Carey
 Judge Brendan L. Shannon
 Judge Christopher S. Sontchi
 Judge Mary F. Walrath
 Judge Laurie Selber Silverstein

**The Attorneys for the United States Trustee's
Office for the District of Delaware**

Benjamin Hackman
David Buchbinder
Jane Leamy
Juliet Sarkessian
Mark Kenney
Richard Shepacarter
T. Patrick Tinker
Tiiara Patton
Timothy J. Fox, Jr.

SCHEDULE 2 TO THE DECLARATION

Engagements with Potential Parties in Interest

3M Corporation
AIG Mexico
American Express
AT&T
AT&T Communications
AT&T Mobility
AT&T Mobility LLC
AT&T Teleconference Services
Bank of America
Bank of America, N.A.
Best Buy Co., Inc.
BNP Paribas
Central Hudson Gas and Electric Company
Cerberus ASRS Holdings LLC
Cerberus Levered Loan Opportunities Fund II, L.P.
Cerberus NJ Credit Opportunities Fund, L.P.
Cricket Communications, Inc.
Department of Treasury
Donlen Corporation Fleet Cars
Donlen Corporation Fleet Services
DTE Energy
Entergy
Entergy Arkansas, Inc.
Entergy Gulf States Louisiana
Entergy Louisiana LLC
Entergy Mississippi, Inc.
Entergy New Orleans, Inc.
Entergy Texas, Inc.
Frontier, Inc.
GlaxoSmithKline (GSK) (f/k/a SmithKline Beecham)
Homesite Insurance Company
IBM
Illinois National Insurance Company (AIG)
Kimco
Koninklijke Philips Electronics, N.V.
Mitsubishi
Mitsubishi Electronics America, Inc.
New Hampshire Insurance Company (AIG Excess)
Noble Americas Energy Solutions
Panasonic Corporation
Panasonic Corporation of North America
Panasonic North America
Pfizer, Inc.

Philips Electronics North America Corporation

Samson Industries

Simon Capital GP

Simon Oakley Town Center LLC

Simon Property Group, Inc.

Target Corporation

Tucson Electric Power Corporation

UNS Electric, Inc.

Walgreen Company

Warner-Lambert Company LLC

Xcel Energy

EXHIBIT F

(Proposed Order)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
RADIOSHACK CORPORATION, <i>et al.</i> , ¹	:	Case No. 15-10197 (BLS)
	:	
Debtors.	:	(Jointly Administered)

**ORDER (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF LAZARD FRERES & CO. LLC AND LAZARD MIDDLE
MARKET LLC TO
SERVE AS THE DEBTORS' INVESTMENT BANKER
NUNC PRO TUNC AS OF THE PETITION DATE AND (II) WAIVING
CERTAIN REPORTING REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2(H)**

Upon the application (the "Application") filed by the Debtors² for an order authorizing the retention and employment of Lazard Frères & Co. LLC ("Lazard Frères") and Lazard Middle Market LLC ("LMM" and, together with Lazard Frères, "Lazard") as investment banker pursuant to sections 327(a) and 328(a) of the Bankruptcy Code; and the Court having reviewed the Application, the Kurtz Declaration and having considered the statements of counsel and the evidence adduced with respect to the Application at a hearing before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and

¹ The Debtors are the following eighteen entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): RadioShack Corporation (7710); Atlantic Retail Ventures, Inc. (6816); Ignition L.P. (3231); ITC Services, Inc. (1930); Merchandising Support Services, Inc. (4887); RadioShack Customer Service LLC (8866); RadioShack Global Sourcing Corporation (0233); RadioShack Global Sourcing Limited Partnership (8723); RadioShack Global Sourcing, Inc. (3960); RS Ig Holdings Incorporated (8924); RSIgnite, LLC (0543); SCK, Inc. (9220); Tandy Finance Corporation (5470); Tandy Holdings, Inc. (1789); Tandy International Corporation (9940); TE Electronics LP (9965); Trade and Save LLC (3850); TRS Quality, Inc. (5417). The address of each of the Debtors is 300 RadioShack Circle, Fort Worth, Texas 76102.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application or the Kurtz Declaration.

1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iv) the terms and conditions of Lazard's employment, including the compensation structure set forth in the Engagement Letter, are reasonable as required by section 328(a) of the Bankruptcy Code and (v) notice of the Application and the Hearing was sufficient under the circumstances; after due deliberation the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein, *nunc pro tunc* to the Petition Date.
2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rule 2014-1, to employ and retain Lazard as their investment banker in accordance with the terms and conditions set forth in the Engagement Letter, except as provided by this Order.
3. Lazard's compensation as set forth in the Engagement Letter, including the Monthly Fee, the DIP Financing Fee and any Restructuring Fee, Sale Transaction Fee, Mexican Operations Sale Transaction Fee or Financing Fee, are approved pursuant to section 328(a) of the Bankruptcy Code and Lazard shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable orders of this Court.
4. The fee overpayment to Lazard of \$146,659.69 shall be treated as a credit against the first fee to become due to Lazard after the date of payment of the DIP Financing Fee.

5. The foregoing notwithstanding, if Salus Capital Partners, LLC (“SCP”), as agent (in such capacity, the “SCP Agent”) for the several financial institutions (the “SCP Lenders”) from time to time party to that certain Credit Agreement dated as of December 10, 2013 (as amended, restated, modified or supplemented from time to time, the “SCP Credit Agreement”), by and among RadioShack Corporation, certain subsidiaries of RadioShack Corporation designated as credit parties thereto, the SCP Agent and the SCP Lenders, and pursuant to which RadioShack Corporation obtained a term loan in the original principal amount of \$250,000,000 (the “SCP Loan”), ultimately receives (including, without limitation, by way of receipt of proceeds of collateral dispositions) less than \$100,000,000 in principal amount (plus all accrued and unpaid interest, fees and expenses owing in respect of such principal amount, in each case, calculated in accordance with the SCP Financing Documents³) (the “Minimum SCP Repayment Amount”) in respect of the SCP Loan, then Lazard shall pay to the SCP Agent, for the benefit of the SCP Lenders, an amount of the DIP Financing Fee not to exceed \$1,526,670.15. The amount, if any, to be so paid shall be determined pro rata with the fee amounts foregone by the lenders (the “DIP Lenders”) under the Debtor-In-Possession Credit Agreement with Cantor Fitzgerald Securities LLC, in its capacity as administrative agent (in such capacity, the “DIP Agent”) for itself and on behalf of the DIP Lenders (which for these purposes shall mean that 46.57% of the total amount paid or foregoing shall be paid by Lazard and 53.43% of the total amount paid or forgone shall be foregone by the DIP Lenders). In no

³ The SCP Credit Agreement and all other agreements, documents and instruments executed or delivered with, to, or in favor of the SCP Agent and the SCP Lenders, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments executed and/or delivered in connection with the SCP Credit Agreement or related thereto, as all of the same have heretofore been amended, supplemented, modified, extended, renewed, restated or replaced at any time prior to the Petition Date, are collectively referred to herein as the “SCP Financing Documents”.

event shall the aggregate of the amount paid by Lazard plus the amount foregone by the DIP Lenders be greater than the difference between the amount ultimately received by the SCP Agent and the Minimum SCP Repayment Amount.

6. None of the fees payable to Lazard shall constitute a "bonus" or fee enhancement under applicable law.

7. Lazard's compensation shall be subject to the standard of review provided in Bankruptcy Code section 328(a) and not subject to any other standard of review under Bankruptcy Code section 330.

8. Notwithstanding anything to the contrary herein, the U.S. Trustee retains all rights to object to Lazard's interim and final fee applications (including expense reimbursement and any request for counsel fees) based on the reasonableness standard in Bankruptcy Code section 330, not Bankruptcy Code section 328(a).

9. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, or any guidelines regarding submission and approval of fee applications, in light of services provided by Lazard and the Fee Structure, Lazard and its professionals shall be excused from keeping time in one-tenth of an hour increments, as set forth in Local Rule 2016-2(h) and the U.S. Trustee's Fee Guidelines in connection with the services to be rendered pursuant to the Engagement Letter and shall instead submit time records in half-hour (0.5) increments.

10. Lazard is granted a waiver of the information requirements relating to compensation requests set forth in Local Bankruptcy Rule 2016-2(d) to the extent requested in the Application.

11. The Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation and other provisions of the Engagement Letter and Indemnification Letter and will indemnify and hold harmless to Lazard and its affiliates and the respective directors, officers, members, employees, agents and controlling persons, if any, of Lazard and its affiliates (collectively, the "Indemnified Persons"), pursuant to the Engagement Letter and Indemnification Letter, subject, during the pendency of these chapter 11 cases, to the following:

(a) Subject to the provisions of subparagraphs (b) and (d), infra, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, the Indemnified Persons in accordance with the Indemnification Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;

(b) Notwithstanding any provisions of the Engagement Letter or Indemnification Letter to the contrary, the Debtors shall have no obligation to indemnify Lazard, or provide contribution or reimbursement to Lazard, (i) for any claim or expense that is judicially determined (the determination having become final), to have arisen from Lazard's bad faith, self dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct; (ii) for a contractual dispute in which the Debtors allege the breach of Lazard's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but

determined by this Court, after notice and a hearing pursuant to subparagraph (d) infra, to be a claim or expense for which Lazard should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter as modified by this Order;

(c) If during the pendency of these chapter 11 cases the indemnification is held unenforceable by reason of the exclusions set forth in subparagraph (b) above and Lazard makes a claim for the payment of any amounts by the Debtors on account of the Debtors' contribution obligations, then the proviso set forth in the second sentence of the contribution provisions in the Indemnification Letter shall not apply; and

(d) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, Lazard believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter and Indemnification Letter (as modified by this Order), including without limitation the advancement of defense costs, Lazard must file an application therefor in this Court, and the Debtors may not pay any such amounts to Lazard before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for compensation and expenses by Lazard for indemnification, contribution or

reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify Lazard; and

(e) During the pendency of these chapter 11 cases, the second sentence of paragraph 11 of the Engagement Letter shall have no force or effect.

12. The Debtors and Lazard are authorized, empowered and directed to take all actions necessary to effectuate the relief granted pursuant to this Order.

13. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

14. To the extent that this Order is inconsistent with the Engagement Letter or Indemnification Letter, the terms of this Order shall govern.

15. During the pendency of these chapter 11 cases, the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2015
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE