

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

	:	
In re	:	Chapter 11
RADIOSHACK CORPORATION, <i>et al.</i> , <sup>1</sup>	:	Case No. 15-10197 (BLS)
Debtors.	:	(Jointly Administered)
	:	<b>Related Docket Nos.: 36, 871, 1545</b>

**NOTICE OF FILING SCHEDULES IN  
CONNECTION WITH SALE OF MEXICAN ASSETS**

**PLEASE TAKE NOTICE** that on February 5, 2015, the above captioned debtors and debtors in possession (the “Debtors”) filed the *Debtors’ Combined Motion for Entry of Order: (I) Establishing Bidding and Sale Procedures; (II) Approving the Sale of Assets; and (III) Granting Related Relief* (the “Sale Motion”) [Docket No. 36].

**PLEASE TAKE FURTHER NOTICE** that on March 9, 2015, the United States Bankruptcy Court for the District of Delaware entered the *Order (I) Approving Bid and Sale Procedures, (II) Approving the Form and Manner of Notice of the Sale and Assumption and Assignment of Executory Contracts and Unexpired Leases and (III) Scheduling an Auction and Sale Hearing* [Docket No. 871] (the “Bidding Procedures Order”).

**PLEASE TAKE FURTHER NOTICE** that on March 26, 2015, pursuant to the Bidding Procedures Order, the Debtors filed *Notice #1 of Successful Bid (Mexican Assets)* (the

<sup>1</sup> 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.

“Successful Bid Notice (Mexican Assets)”) [Docket No. 1545], providing notice that the Debtors designated Office Depot de México, S.A. de C.V. (the “Office Depot de México”) as the successful bidder for certain of the Debtors’ assets (the “Mexican Assets”), as set forth in that certain Asset Purchase Agreement dated as of March 23, 2015 (the “Office Depot de México APA”) by and among Office Depot de México and certain of the Debtors. A copy of the Office Depot de México APA was attached to the Successful Bid Notice (Mexican Assets).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** are the following Schedules to the Office Depot de México APA:

Schedule 1.1(a)	Knowledge of Sellers
Schedule 2.1(b)(iv)	Purchased Intellectual Property
Schedule 2.1(b)(vii)	Purchased Companies
Schedule 3.1(a)	Intercompany Note
Schedule 5.3(a)	Conflicts
Schedule 5.3(b)	Consents of Third Parties
Schedule 5.5	Title of Purchase Assets
Schedule 5.6	Intellectual Property
Schedule 5.8	Litigation
Schedule 5.11(b)	Capitalization
Schedule 5.11(d)	Compliance with Applicable Laws
Schedule 5.11(f)	Litigation
Schedule 5.11(i)	Taxes
Schedule 5.11(j)	Insurance
Schedule 5.11(p)	Financial Statements

**PLEASE TAKE FURTHER NOTICE** that the following Schedules to the Office Depot de México APA contain information deemed to be confidential commercial information by Office Depot de México, and accordingly are not attached hereto:

Schedule 5.11(c)	Undisclosed Liabilities
Schedule 5.11(e)	Material Contracts
Schedule 5.11(g)	Labor Matters
Schedule 5.11(k)	Material Suppliers and Material Customers
Schedule 5.11(l)	Real Property

Dated: March 26, 2015  
Wilmington, Delaware

PEPPER HAMILTON LLP

/s/ Evelyn J. Meltzer

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Attorneys for Debtors and Debtors in  
Possession

# **EXHIBIT A**

Execution Copy

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**SCHEDULES**  
**TO THE**  
**PURCHASE AGREEMENT**  
**DATED AS OF MARCH 23, 2015**  
**BY AND AMONG**  
**RADIOSHACK CORPORATION**  
**AND**  
**THE OTHER SELLERS SIGNATORY THERETO**  
**AND**  
**OFFICE DEPOT DE MÉXICO, S.A. DE C.V.**

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These Schedules (the "Schedules") are being delivered in connection with that certain Purchase Agreement (the "Agreement"), made and entered into as of March 23, 2015, by and among RadioShack Corporation, a Delaware corporation (the "Company"), the Company's subsidiaries listed on the signature pages thereto (collectively, "Sellers" and each individually a "Seller") and Office Depot de México, S.A. de C.V., a Mexican corporation ("Purchaser"). Any item disclosed in any particular part of these Schedules will be deemed to be disclosed with respect to any other Section and paragraph of the Agreement to the extent its relevance or appropriateness is reasonably apparent on its face, and to the extent of any cross-references and the like. Capitalized terms used in these Schedules and not otherwise defined herein shall have the meanings given to such terms in the Agreement. Each of the Schedules contained herein relate directly to the section of the Agreement referenced.

**Schedule 1.1(a)**  
**Knowledge of Sellers**

Robert Donohoo  
Mike Montes

**Schedule 2.1(b)(iv)  
Purchased Intellectual Property**

**Mexico- Trademarks and Applications therefor**

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Jurisdiction
TRS Quality, Inc.	Circle R Radioshack Logo	265056	06/10/96	528060	06/10/96	Mexico
TRS Quality, Inc.	Circle R Radioshack Logo	265057	06/10/96	532208	06/10/96	Mexico
TRS Quality, Inc.	Circle R Radioshack Logo	265058	06/10/96	529564	06/10/96	Mexico
TRS Quality, Inc.	Circle R Radioshack Logo	265059	06/10/96	532209	06/10/96	Mexico
TRS Quality, Inc.	Circle R Radioshack Logo	265060	06/10/96	528887	06/10/96	Mexico
TRS Quality, Inc.	Radio Shack	201427	06/08/94	486788	06/08/94	Mexico
TRS Quality, Inc.	Radio Shack	201426	06/08/94	467479	06/08/94	Mexico
TRS Quality, Inc.	Radio Shack	201425	06/08/94	486787	06/08/94	Mexico
TRS Quality, Inc.	Radio Shack	201424	06/08/94	486786	06/08/94	Mexico
TRS Quality, Inc.	Radio Shack	152708	09/21/79	236858	09/21/79	Mexico
TRS Quality, Inc.	Radio Shack	156398	11/16/79	240467	11/16/79	Mexico
TRS Quality, Inc.	Radio Shack	204525	07/07/94	519232	07/07/94	Mexico
TRS Quality, Inc.	Radio Shack	147594	07/05/79	233987	07/05/79	Mexico
TRS Quality, Inc.	Radio Shack	201423	06/08/94	486785	06/08/94	Mexico
TRS Quality, Inc.	Radio Shack	201422	06/08/94	486784	06/08/94	Mexico
TRS Quality, Inc.	Radio Shack	201420	06/08/94	486782	06/08/94	Mexico
TRS Quality, Inc.	Radio Shack	204523	07/07/94	493642	07/07/94	Mexico
TRS Quality, Inc.	Radio Shack	141371	06/05/92	426973	06/05/92	Mexico
TRS Quality, Inc.	Radio Shack	204524	07/07/94	471954	07/07/94	Mexico



Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Jurisdiction
TRS Quality, Inc.	Radioshack	261496	05/03/96	561136	05/03/96	Mexico
TRS Quality, Inc.	Radioshack	261497	05/03/96	524324	05/03/96	Mexico
TRS Quality, Inc.	Radioshack	261498	05/03/96	524325	05/03/96	Mexico
TRS Quality, Inc.	Radioshack	261499	05/03/96	524326	05/03/96	Mexico
TRS Quality, Inc.	Radioshack	261500	05/03/96	524926	05/03/96	Mexico
TRS Quality, Inc.	Pro-Pulse Racing	823256	12/05/06	984128	05/18/07	Mexico
TRS Quality, Inc.	LOS ELEMENTOS RADIOSHACK	38705		44285	09/28/07	Mexico
TRS Quality, Inc.	Telemarketing Design	842.529	03/15/07	1023950	02/19/08	Mexico
TRS Quality, Inc.	Telemarketing Design	842.530	03/15/07	1021436	01/28/08	Mexico
TRS Quality, Inc.	Presidian	922453	02/08/06	922453	02/27/06	Mexico
TRS Quality, Inc.	Accurian	922454	02/08/06	922454	02/27/06	Mexico
TRS Quality, Inc.	Auvio	979215	12/10/08	1232942	08/16/11	Mexico
TRS Quality, Inc.	Auvio	979216	12/10/08	1233271	08/17/11	Mexico
TRS Quality, Inc.	PointMobl	990615	02/18/09	1105127	06/11/09	Mexico
TRS Quality, Inc.	PointMobl	990616	02/18/09	1088906	03/09/09	Mexico
TRS Quality, Inc.	Presidian Design		02/24/06	1009064	08/23/07	Mexico
TRS Quality, Inc.	Accurian Design			1008772	08/23/07	Mexico
TRS Quality, Inc.	Circle R RadioShack		09/24/13			Mexico
TRS Quality, Inc.	Circle R RadioShack	1450095	01/22/14			Mexico
TRS Quality, Inc.	Circle R RadioShack	1450098	01/22/14			Mexico
TRS Quality, Inc.	Circle R RadioShack	1450102	01/22/14			Mexico
TRS Quality, Inc.	Circle R RadioShack	1450104	01/22/14			Mexico

Owner	Name	Appl. No.	Filing Date	Reg. No.	Reg. Date	Jurisdiction
TRS Quality, Inc.	Circle R RadioShack	1450106	01/22/14			Mexico
TRS Quality, Inc.	Circle R & Design	1450088	01/22/14			Mexico
TRS Quality, Inc.	Circle R & Design	1450089	01/22/14			Mexico
TRS Quality, Inc.	Circle R & Design	1450090	01/22/14			Mexico
TRS Quality, Inc.	Circle R & Design	1450092	01/22/14			Mexico
TRS Quality, Inc.	Circle R & Design	1450093	01/22/14			Mexico
TRS Quality, Inc.	Juntos Es Mas Facil	89884	05/16/14			Mexico
TRS Quality, Inc.	Juntos Es Mas Facil	89885	05/16/14			Mexico
TRS Quality, Inc.	Juntos Es Mas Facil	89886	05/16/14			Mexico
TRS Quality, Inc.	Juntos Es Mas Facil	89887	05/16/14			Mexico
TRS Quality, Inc.	Juntos Es Mas Facil	89888	05/16/14			Mexico

**Schedule 2.1(b)(vii)  
Purchased Companies**

Radio Shack de México, S.A. de C.V. ("Radio Shack de México");  
Retail Answers, S.A. de C.V.; and  
Logistic Answers, S.A. de C.V. (Logistics Answers, S.A. de C.V. is no longer operational)

**Schedule 3.1(a)  
Intercompany Note.**

Attached.

March 30, 2011

## REVOLVING PROMISSORY NOTE

US\$20,000,000

March 30, 2011

FOR VALUE RECEIVED, Radio Shack de México, S.A. de C.V. ("Maker"), promises to pay to the order of Tandy Finance Corporation, (the "Payee"), at 300 RadioStack Circle, MS C14-101, Fort Worth, Texas 76102 the sum of \$20,000,000 (the "Maximum Amount") (or such lesser amount as may be owed hereunder from time to time), in lawful money of the United States of America, together with interest from the date of this Revolving Promissory Note (the "Note") on the principal amount from time to time remaining unpaid, at the rate per annum described below. Principal and interest shall be payable to Payee at Payee's address set out above, or such other place as Payee may designate in writing to Maker.

1. Interest. Prior to maturity, the principal balance of this Note outstanding from time to time shall bear interest at four percent (4.0%) per annum ("Standard Rate"). All past due principal and interest shall bear interest from the maturity of such principal and interest at the Standard Rate plus four percent (4.0%) (the "Default Rate").

2. Maturity. The outstanding principal hereof and unpaid interest hereon shall be payable on demand or, if no demand is made, on the Maturity Date. For the purposes of this Note the term "Maturity Date" means the date that is twelve (12) months from the date of this Note; provided, however, that the Maturity Date shall be automatically extended for additional successive periods of twelve (12) months each unless the Payee shall provide notice to Maker no later than ten (10) days prior to the expiration of the initial twelve (12)-month term or any renewal term.

3. Repayment and Prepayment. Maker may borrow in one or more amounts, repay and re-borrow hereunder from time to time prior to demand for payment hereunder or maturity if no demand is made, provided that at no time may the unpaid principal amount hereof exceed the Maximum Amount. Payee's books and records shall be prima facie evidence of the amount owed hereunder, subject to proof to the contrary by Maker. Maker, at any time and from time to time, may prepay the unpaid principal amount of this Note in whole or in part without premium, provided, however, that any such optional prepayment shall be applied to accrued interest and other amounts payable hereunder and then to the unpaid principal amount of this Note.

4. Costs of Collection. Maker promises to pay all of Payee's costs of collection of every kind, including but not limited to all reasonable attorneys' fees, court costs, and expenses of every kind, incurred by Payee in connection with the collection (including, but not limited to collection through a bankruptcy or other court) or enforcement of this Note.

5. Waivers. Maker hereby (a) waives demand, presentment for payment, notice of dishonor, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices, filing of suit and diligence in collecting this Note or enforcing any other security with respect to same and (b) consents to any and all renewals, extensions, indulgences, releases or changes regardless of the number of such renewals, extensions, indulgences, releases or changes, without notice thereof. No such conduct will affect, impair, release or change the liability of Maker or any other party. No waiver by Payee of any of its rights or remedies hereunder or under any other document evidencing or securing this Note or otherwise will be considered a waiver of any other subsequent right or remedy of Payee. No delay or omission in the exercise or endorsement by Payee of any rights or remedies will ever be construed as a waiver of the same or any other right or remedy of Payee. No exercise or enforcement of any such right or remedy will ever be held to exhaust any right or remedy of Payee.



DRAFT  
March 30, 2011

6. Successors and Assigns. This Note will be binding upon Maker and his successors and permitted assigns (including, without limitation, a receiver, trustee or debtor-in-possession of or for Maker) and will inure to the benefit of Payee and its successors and assigns. Maker may not assign his rights hereunder without the prior written consent of Payee, in its sole discretion. Payee may assign all or a part of its interest in this Note and its rights hereunder to any party upon approval of the majority of its directors.

7. Governing Law. This Note shall be governed by and construed in accordance with the domestic laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Any legal action or proceeding with respect to this Note may be brought in any Texas state or federal court sitting in Tarrant County, Texas, and, by execution and delivery of this Note, Maker hereby accepts for himself and in respect of his properties, generally and unconditionally, the jurisdiction of the aforesaid courts. Maker hereby irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

8. Waiver Of Jury Trial. MAKER AGREES THAT HE WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY MAKER OR PAYEE AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS NOTE.

9. Maximum Rate of Interest. Notwithstanding the foregoing, (a) if at any time the amount of interest computed as provided in this Note would exceed the amount of such interest computed upon the basis of the maximum rate of interest permitted by applicable state or federal law in effect from time to time hereafter (the "Maximum Legal Rate"), the interest payable under this Note shall be computed upon the basis of the Maximum Legal Rate, but any subsequent reduction in the Default Rate or other rate, as applicable, shall not reduce such interest thereafter payable hereunder below the amount computed on the basis of the Maximum Legal Rate until the aggregate amount of such interest accrued and payable under this Note equals the total amount of interest which would have accrued if such interest had been at all times computed solely as provided in this Note; and (b) unless preempted by federal law, the Standard Rate, the Default Rate or other rate, as applicable, from time to time in effect hereunder may not exceed the "applicable weekly ceiling" from time to time in effect under the Texas Finance Code. If the applicable state or federal law is amended in the future to allow a greater rate of interest to be charged under this Note than is presently allowed by applicable state or federal law, then the limitation of interest hereunder shall be increased to the maximum rate of interest allowed by applicable state or federal law as amended, which increase shall be effective hereunder on the effective date of such amendment, and all interest charges owing to Payee by reason thereof shall be payable upon demand.

10. Excess Interest. No agreements, conditions, provisions or stipulations contained in this Note or any other instrument, document or agreement between Maker and Payee or default of Maker, or the exercise by Payee of the right to accelerate the payment of the maturity of principal and interest, or to exercise any option whatsoever contained in this Note, or the arising of any contingency whatsoever, shall entitle Payee to contract for, charge or receive, in any event, interest exceeding the Maximum Legal Rate. In no event shall Maker be obligated to pay interest exceeding such Maximum Legal Rate and all agreements, conditions or stipulations, if any, which may in any event or contingency whatsoever operate to bind, obligate or compel Maker to pay a rate of interest exceeding the Maximum Legal Rate, shall be without binding force or effect, at law or in equity, to the extent only of the excess of interest over such

DRAFT  
March 30, 2011

Maximum Legal Rate In the event any interest is contracted for, charged or received in excess of the Maximum Legal Rate (the "Excess"), Maker acknowledges and stipulates that any such contract, charge or receipt shall be the result of an accident and bona fide error, and that any Excess received by Payee shall be applied, first, to reduce the principal then unpaid hereunder; second, to reduce the other indebtedness evidenced by this Note; and third, returned to Maker, it being the intention of the parties hereto not to enter at any time into a usurious or otherwise illegal relationship. Maker recognizes that, with fluctuations in the Maximum Legal Rate, such a result could inadvertently occur. By the execution of this Note, Maker covenants that the credit or return of any Excess shall constitute the acceptance by Maker of such Excess. For the purpose of determining whether or not any Excess has been contracted for, charged or received by Payee, all interest at any time contracted for, charged or received by Payee in connection with this Note shall be amortized, prorated, allocated and spread in equal parts during the entire term of this Note.

11. Amendments. No amendment or waiver of any provision of this Note shall be valid unless the same shall be in writing and signed by Maker and Payee.

12. Severability. Any term or provision of this Note that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, the payments due hereunder or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

13. Time of the Essence. Time is of the essence with respect to all of Maker's obligations and agreements under this Note.

RadioShack de Mexico S.A. de C.V.

By: William Wilkes MARCO  
Name: WILLIAM WILKES MARCO  
Title: \_\_\_\_\_

**Schedule 5.3(a)  
Conflicts**

None.



**Schedule 5.3(b)**  
**Consents of Third Parties**

Before Closing, Radio Shack de México will need to advise the Tax Authority in Mexico (SAT) that it is opting for calculating tax at 35% over the gain on the transfer of shares, and to appoint the External Accountant to audit the tax calculation as well as to be in charge for the following five years to address any controversy in the calculation. If Radio Shack de México fails to give notice to SAT before Closing, then the tax will be 25% on the total amount of the transaction.

Most of the leases referenced in Schedule 5.11(d) contain a clause indicating that any name change may trigger a Change of Control.

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

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

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

**Schedule 5.5**  
**Title to Purchase Assets**

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

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

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

**Schedule 5.6  
Intellectual Property**

**(a)**  
None.

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

**Schedule 5.8  
Litigation**

Panasonic de México has initiated a claim against Radio Shack de México in Mexican Court, claiming that a \$591,000 US past due balance plus a \$296,000 US current balance are both owed.

**Schedule 5.11(b)  
Capitalization**

Radio Shack de México, S.A. de C.V.

Minimum fixed capital: \$50,000.00 pesos

Variable Part: \$302,321,233.88 pesos

Total capital stock: \$302,371,233.88 pesos

Represented by 2,005,221 shares distributed as follows:

Shareholder	Shares	
	Series A	Series B
Tandy International Corporation	982,560	1,002,609
ITC Services, Inc.		20,052

Retail Answers, S.A. de C.V.

Minimum fixed capital: \$150,000.00 pesos

Variable Part: \$0 pesos

Total capital stock: \$150,000.00 pesos

Represented by 150,000 shares distributed as follows:

Shareholder	Shares	
	Series A	
ITC Services, Inc.	148,500	
Tandy International Corporation	1,500	

Logistic Answers, S.A. de C.V.

Minimum fixed capital: \$150,000.00 pesos

Variable Part: \$0 pesos

Total capital stock: \$150,000.00 pesos

Represented by 150,000 shares distributed as follows:

Shareholder	Shares	
	Series A	
ITC Services, Inc.	148,500	
Tandy International Corporation	1,500	

**Schedule 5.11(d)  
Compliance with Applicable Laws.**

None.

**Schedule 5.11(f)**  
**Litigation**

Panasonic de México has initiated a claim against Radio Shack de México in Mexican Court, claiming that a \$591,000 US past due balance plus a \$296,000 US current balance are both owed.

**Schedule 5.11(i)**

**Taxes**

The Social Security Department currently has an outstanding claim against Radio Shack de México in an amount estimated at \$19,373 US. However, Pricewaterhouse has informed the company that they believe the Social Security Department claim is invalid. The claim is rooted in how Social Security quotes are divided into two portions: 1) Payments corresponding to the company and 2) Payments corresponding to the employees. As a perk, the company covers the Social Security payments of employees. The Social Security Department claims that this perk constitutes extra income for the employees and that the base salary used to calculate the Social Security amount for the company should be higher.



**Schedule 5.11(j)**  
**Insurance**

FM Global de Mexico, S.A. de C.V., All Risk Policy # DS121, expires June 28, 2015.

AIG Seguros Mexico, S.A. de C.V., TRC-Transporte Combinado Policy # 1000048901, expires June 29, 2015.

Axa Seguros, S.A. de C.V., Civil Responsibility, expires Oct 1, 2015.

Axa Seguros, S.A. de C.V., Company Cars Insurance # DW7013470000, expires June 30, 2015.

**Schedule 5.11(p)**  
**Financial Statements**

The Unaudited Financial Statements (2014 and Jan-Feb 2015) uploaded to the data room were prepared for a US consolidation process, which:

- Includes goodwill adjustments which are not considered for local purposes.
- Excludes the inflation effect as of December 2007, which, according to Mexican GAAP, must be included.