

**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)
	:	Related Docket Nos.: 2300, 2397, 2441

**ORDER AUTHORIZING AND
APPROVING SETTLEMENT AGREEMENT BETWEEN
THE DEBTORS AND SPRINT SOLUTIONS, INC. PURSUANT TO RULE 9019**

This matter coming before the Court on the Motion for an Order Authorizing and Approving Settlement Agreement Between the Debtors and Sprint Solutions, Inc. Pursuant to Rule 9019 (the "Motion");² the Court having reviewed the Motion and having heard the statements of counsel regarding the relief requested in the Motion at the hearing before the Court (the "Hearing"); the Court finding 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 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b) and (iv) notice of the Motion and the Hearing was sufficient under the circumstances; after due deliberation the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors; and good and sufficient cause having been shown;

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.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized to enter into the Settlement Agreement, and pursuant to Fed. R. Bankr. P. 9019(a), the Settlement Agreement, a true and correct copy of which is attached hereto as Schedule 1 and incorporated herein by reference, is hereby approved in its entirety, and all of its terms are incorporated herein by reference (and the failure to specifically describe or include herein any particular provision in the Settlement Agreement shall not diminish or impair the effectiveness of any such provision), and shall be fully binding on and effective as to each and all of the Debtors and Sprint (each, a "Party" and collectively, the "Parties").
3. This Order (including the Settlement Agreement attached hereto and incorporated herein by reference), together with all of the findings of fact and conclusions of law contained herein and as set forth on the record of the hearing on the Motion, is and shall be final, binding and effective on all parties in interest in the Debtors' chapter 11 cases (including, but not limited to, any subsequently appointed chapter 11 or chapter 7 trustee or any representative of any of the Debtors' estates appointed pursuant to 11 U.S.C. § 1123), as well as on each of the Parties and each of their present and former parents, affiliates, direct and indirect subsidiaries, directors, shareholders, officers, managers, predecessors, successors and assigns.
4. The Retailer Agreement, the Distribution Agreement and any related agreements shall be deemed terminated by mutual agreement as of the date of entry of this Order (the "Effective Date").
5. The Parties' rights are reserved with respect to End of Life Inventory, and the amount of \$441,592.79 in the Sprint Escrow Account will be designated to secure Sprint's

claim against the Debtors for the End of Life Inventory. Sprint shall have a valid, binding, enforceable and automatically perfected post-petition first-priority security interest and lien in the Sprint Escrow Account in the amount of \$441,592.79 to secure the Debtors' payment obligations to Sprint on account of End of Life Inventory. To the extent the Debtors are responsible to Sprint for payment on account of End of Life Inventory, such payment, which shall not exceed but may be less than \$441,592.79, may be satisfied and paid to Sprint from the Sprint Escrow Account without further order of Court.

6. The mutual releases between and among the Debtors and Sprint contained in the Settlement Agreement are hereby approved and shall be effective immediately, and each Party shall be deemed fully and forever to have released and to be permanently enjoined from asserting, pursuing or prosecuting in any manner and in any forum any and all claims released pursuant to the Settlement Agreement.

7. The automatic stay is modified solely to the extent necessary to implement the terms of the Settlement Agreement.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation or enforcement of the Settlement Agreement and this Order.

9. Payment of Settlement Payment Proceeds:

9.1 Upon receipt of the Settlement Payment (as defined in the Motion), the Debtors shall indefeasibly remit \$14.5 million (the "SCP Lender Payment") of the Settlement Payment to the SCP Agent (as defined in the order of the Court entered on March 12, 2015 [D.I. 947] (the "Final DIP Order")) for application to the SCP

Obligations (as defined in the Final DIP Order) in accordance with the SCP Financing Documents (as defined in the Final DIP Order) and the "Agreement Among Lenders," dated December 10, 2013 (as amended on January 24, 2014) by and among the SCP Lenders (as defined in the Final DIP Order) and the SCP Agent (the "AAL"), which shall not be subject to reallocation or disgorgement for any reason.

9.2 Upon receipt of the Settlement Payment, the Debtors shall maintain \$4.5 million (the "Potential Preference Holdback Amount") of the Settlement Payment in a segregated, interest-bearing account, which shall not be used by the Debtors' estates absent either (i) express written consent of the SCP Agent and the Creditors' Committee or (ii) a further, final order of this Court determining whether any portion of the Potential Preference Holdback Amount should be deemed allocable to a settlement of the potential preference claims against Sprint and its affiliates under section 547 of the Bankruptcy Code that were released under the Settlement Agreement (the "Potential Preference Claims").

9.2.1 In the event a final order of this Court determines that a portion of the Potential Preference Holdback Amount should be allocable to Potential Preference Claims, then the amount deemed allocable to Potential Preference Claims shall remain subject to an SCP Adequate Protection Claim

(as defined in the Final DIP Order) and/or a Supplemental SCP Adequate Protection Claim (as defined in the Stipulation (I) Incorporating and Extending Terms of Final DIP Order, (II) Authorizing and Approving the Continued Use of Cash Collateral, (III) Granting Further Adequate Protection, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief approved by the Court on June 5, 2015 [D.I. 2339]), if any (collectively, the "SCP AP Claims").

9.2.2 In the event a final order of this Court determines that a portion of the Potential Preference Holdback Amount is not deemed allocable to Potential Preference Claims, then such amount shall be paid to the SCP Agent for application to the SCP Obligations pursuant to the SCP Financing Documents and AAL, subject to the Creditors' Committee's rights under previous orders of this Court with respect to distributions to the SCP Secured Parties.

9.3 Upon receipt of the Settlement Payment, the Debtors shall maintain \$1 million (the "Unencumbered Funds Escrow") of the Settlement Payment in a segregated, interest-bearing account, which shall not be used by the Debtors' estates absent either (i) express written consent of the SCP Agent and the Creditors' Committee or (ii) further Court order. The funds in the

Unencumbered Funds Escrow shall (a) be deemed an allocation of the Settlement Payment to the Potential Preference Claims and (b) be subject to the SCP AP Claims, if any.

10. For the avoidance of doubt, nothing in paragraphs 9.2, 9.2.1, 9.2.2, or 9.3 of this Order shall create, impair or expand any rights of the Creditors Committee or SCP Secured Parties with respect to (i) distributions to the SCP Secured Parties or (ii) the SCP AP Claims.

Dated: Wilmington, Delaware

June 18, 2015


HONORABLE BRENDAN L. SHANNON
CHIEF UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1 TO ORDER
SETTLEMENT AGREEMENT

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (this “Agreement”), dated June __, 2015, is entered into by and between: (i) RadioShack Corporation and its affiliated Debtors (collectively, “RadioShack” or the “Debtors”) as debtors and debtors in possession, and (ii) Sprint Solutions, Inc. (“Sprint”) (each of the above entities in (i)-(ii) above, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, effective January 1, 2009, RadioShack Corporation and Sprint entered into the Retailer Agreement (as amended, the “Retailer Agreement”), providing for, among other things, the marketing, promotion and sale of Sprint-branded, postpaid products and services as well as servicing Sprint customers in RadioShack retail locations owned and operated by RadioShack Corporation, and in certain dealer/franchise locations owned by third parties;

WHEREAS, as of June 18, 2012, RadioShack Corporation and/or Debtor SCK, Inc. and Sprint entered into the Distribution Agreement (as amended, the “Distribution Agreement”), providing for, among other things, the distribution and sale of Sprint-branded, prepaid products and services in RadioShack retail locations owned and operated by RadioShack Corporation, and in certain dealer/franchise locations owned by third parties;

WHEREAS, the Retailer Agreement, as amended by the Eighth Amendment thereto effective as of January 1, 2012, provides for the payment by Sprint of Monthly Residual Payments (the “Residual Payments”) to RadioShack Corporation through December 2015;

WHEREAS, RadioShack Corporation and Sprint have implemented the Sprint Product Associate Special Payment Incentive Plan for Fast Sales (the “SPIFF Program”) under the Distribution Agreement;

WHEREAS, Sprint has asserted that it has certain claims against the Debtors arising out of the operation of the SPIFF Program (the “SPIFF Claims”);

WHEREAS, on February 5, 2015 (the “Petition Date”), the Debtors each filed voluntary chapter 11 cases, captioned In re RadioShack Corporation, et al., Case No. 15-10197 (BLS) (Bankr. D. Del.) (the “Bankruptcy Cases”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, on March 6, 2015, Sprint filed in the Bankruptcy Cases its Motion for Relief from the Automatic Stay to Exercise Rights of Setoff (Docket No. 843) (the “Sprint Setoff Motion”), whereby Sprint sought relief from the automatic stay to set off certain pre-Petition Date claims it held against RadioShack Corporation, against certain pre-Petition Date claims held by RadioShack Corporation against Sprint;

WHEREAS, on March 30, 2015, the Bankruptcy Court entered its Order Regarding Sprint Solutions, Inc.’s Motion for Relief from the Automatic Stay to Exercise Rights of Setoff (Docket No. 1639), whereby the Bankruptcy Court (i) granted relief from the automatic stay for

Sprint to exercise its right of setoff as requested in the Sprint Setoff Motion, (ii) directed the Parties to negotiate in good faith to determine an agreed amount of the Debtors' remaining pre-Petition Date claims and (iii) preserved the rights of Sprint and the Debtors with respect to the Residual Payments and the SPIFF Claims;

WHEREAS, on or about February 23, 2015, Sprint and General Wireless, Inc. ("GW") executed a Master Strategic Retail Alliance Agreement (the "Alliance Agreement"), filed with the Bankruptcy Court on February 24, 2015 (Docket No. 544) and available to potential competing bidders, to establish Sprint retail outlets within a number of RadioShack locations, in a co-branded "store-within-a store" format;

WHEREAS, on April 1, 2015, the Bankruptcy Court entered an Order (Docket No. 1672) approving the Alliance Agreement and approving the Debtors' entry into an asset purchase agreement (the "APA") with GW, and with respect to certain leases and other assets, Sprint (the "Sale Order");

WHEREAS, pursuant to Sections 3.4 and 8.7 of the APA, Sprint agreed to purchase certain of its prepaid and postpaid mobility inventory from RadioShack (defined in the APA and herein as the "Sprint Mobility Inventory"), and deposited \$2,500,000 into an escrow account (defined in the APA and herein as the "Sprint Escrow Account") for potential disputes relating to the value of the Sprint Mobility Inventory;

WHEREAS, Sprint has invoiced RadioShack a total of \$441,592.79 for certain remaining end of life prepaid inventory as listed on Invoice Nos. VME-0000987 and BCE-0000566 (the "End of Life Inventory");

WHEREAS, pursuant to Section 7.17 of the APA, Sprint agreed to prepay certain Residual Payments to the Debtors (the "Prepaid Residuals");

WHEREAS, on April 1, 2015 (the "Closing Date"), after entry of the Sale Order, the parties closed the various sale transactions, including the purchase of the Sprint Mobility Inventory, the funding of the Sprint Escrow Account, the Prepaid Residuals, and the other transactions relating to the Alliance Agreement and the APA (collectively, the "Sale Transactions");

WHEREAS, other than the Residual Payments and SPIFF Claims, there are various amounts due and owing the respective Parties under the Retailer Agreement and the Distribution Agreement, including but not limited to, commissions, appeals, chargebacks, returns, promotion costs, prepaid airtime sales, consignment and equipment purchases (collectively, the "Other Contractual Claims");

WHEREAS, the Parties have engaged in extensive discussions to resolve all claims under the Retailer Agreement and the Distribution Agreement, including, without limitation, claims in respect of Residual Payments (the "Residual Claims"), the SPIFF Claims and the Other Contractual Claims; and

WHEREAS, the Parties seek to avoid the risks, difficulty, inordinate cost, delay, and uncertainty of litigating issues regarding the Residual Claims, the SPIFF Claims, the Other

Contractual Claims and any additional claims or issues related to or arising from the Retailer Agreement, the Distribution Agreement and any related agreements (collectively, the “RadioShack/Sprint Agreements”);

AGREEMENT

NOW, THEREFORE, in consideration of the recitals stated above, and the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals

The aforementioned Recitals are incorporated into this Agreement as if set forth fully herein.

2. Bankruptcy Court Approval

This Agreement and the terms and conditions set forth herein are subject to final approval by the Bankruptcy Court pursuant to Federal Rule of Bankruptcy Procedure 9019. Subject to entry of an order (the “Rule 9019 Order”) approving this Agreement by the Bankruptcy Court, this Agreement constitutes a final, binding and enforceable agreement among the Parties.

3. Termination of the RadioShack/Sprint Agreements

This Agreement compromises and resolves all of the Parties’ respective claims under the Retailer Agreement and the Distribution Agreement through May 21, 2015. After May 21, 2015, RadioShack may in limited instances sell Sprint product, including consignment inventory and prepaid airtime, at locations that were not transferred to GW or Sprint under the Sale Order (although RadioShack has instructed its remaining locations not to do so). The respective payment obligations of RadioShack and Sprint with respect to any such post-May 21, 2015 transactions shall be governed by the terms of the Retailer Agreement and the Distribution Agreement. Notwithstanding the foregoing, upon the entry of the Rule 9019 Order, all of the RadioShack/Sprint Agreements, including the Retailer Agreement and the Distribution Agreement, shall be deemed terminated by mutual agreement of the Parties as of the date of entry of the Rule 9019 Order (the “Effective Date”). Each Party shall promptly execute such documents as are reasonably requested by the other Party in connection with such termination.

4. Settlement Payment

Within three business days after the Effective Date, provided that the Rule 9019 Order has not been theretofore reversed or stayed, Sprint shall remit to the Debtors the amount of \$20,000,000 (the “Settlement Payment”). The Settlement Payment shall be made by wire transfer of immediately available funds, in accordance with wire instructions to be timely provided by the Debtors to Sprint.

5. Release of Claims Against Sprint

Other than as set forth herein (including Sprint's obligation to pay the Settlement Payment), and other than the Parties' respective rights regarding the Sale Transactions, including but not limited to the funds in the Sprint Escrow Account, upon the occurrence of the Effective Date, each of the Debtors, on behalf of themselves, their bankruptcy estates, and any successors and assigns, expressly release, discharge and waive, unconditionally and irrevocably, any claims, counterclaims, defenses, rights of setoff, debts, liens, losses, demands, damages (whether general, special or punitive), liabilities, obligations, judgments, executions, debts, costs and causes of action of whatever nature (including, without limitation, all causes of action under sections 541 through 550 of the Bankruptcy Code) arising on or before the Effective Date, whether asserted or unasserted, fixed or contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen at the present time, whether arising from or relating to any of the RadioShack/Sprint Agreements or otherwise, and whether based on contract, tort, statute or other legal or equitable theory of recovery, unsecured, secured, priority, administrative or otherwise, that the Debtors may have against Sprint, its affiliates, or its officers, directors, shareholders, partners, members, employees, agents, servants, counsel, representatives, participants, or any successors or assigns of any or all of the foregoing.

6. Release of Claims Against Debtors

Other than as set forth herein (including RadioShack's obligations for any sales of Sprint product by RadioShack occurring after May 21, 2015), and other than the Parties' respective rights regarding the Sale Transactions, including but not limited to the funds in the Sprint Escrow Account and the End of Life Inventory, upon the occurrence of the Effective Date, Sprint, on behalf of itself and its affiliates, and any successors and assigns, expressly releases, discharges and waives, unconditionally and irrevocably, any claims, counterclaims, defenses, rights of setoff, debts, liens, losses, demands, damages (whether general, special or punitive), liabilities, obligations, judgments, executions, debts, costs and causes of action of whatever nature arising on or before the Effective Date, whether asserted or unasserted, fixed or contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen at the present time, whether arising from or relating to any of the RadioShack/Sprint Agreements or otherwise, and whether based on contract, tort, statute or other legal or equitable theory of recovery, unsecured, secured, priority, administrative or otherwise, that Sprint and its affiliates may have against the Debtors, their affiliates, or their officers, directors, shareholders, partners, members, employees, agents, servants, counsel, representatives, participants, or any successors or assigns of any or all of the foregoing. This release does not affect Sprint's right to seek indemnification for any claims filed against Sprint for liability claims occurring prior to the Closing Date; provided, however, that Sprint agrees to seek collection, recovery or satisfaction of any such indemnification claims solely from RadioShack's insurance policies.

7. Motion to Approve Settlement

The Debtors shall file in the Bankruptcy Court a motion (the "Rule 9019 Motion") for entry of the Rule 9019 Order approving this Agreement and the settlement contemplated hereby. The Debtors shall provide Sprint a reasonable opportunity to review and provide comments to the Rule 9019 Motion. The Rule 9019 Order must be proposed to the Bankruptcy Court and

entered in a form and substance acceptable to Sprint. The Debtors may seek to have the Rule 9019 Motion heard by the Bankruptcy Court for final approval as soon as practicable.

8. Cooperation and Support

The Parties shall cooperate with each other in good faith and shall coordinate their activities in respect of (i) the prosecution of the Rule 9019 Motion and (ii) consummation of the transactions and other actions contemplated by this Agreement. Furthermore, subject to the terms of this Agreement, each of the Parties shall act in good faith and use commercially reasonable efforts to (i) support and complete all transactions and other actions contemplated herein, (ii) take any and all necessary and appropriate actions in furtherance of the transactions and other actions contemplated herein, and (iii) refrain from taking any action inconsistent with this Agreement. In no event shall any Party file, cause an affiliate or any other third party to file, or encourage any affiliate or any third party to file, an opposition to the Rule 9019 Motion.

9. Preservation of Rights Regarding Funds in Sprint Escrow Account

The Parties have agreed to secure Sprint's claim with respect to the End of Life Inventory with funds in the Sprint Escrow Account, as set forth herein. Otherwise, nothing herein shall be interpreted to affect the Parties' respective rights under the documents governing the Sale Transactions, including the Parties' respective rights to the funds in the Sprint Escrow Account. Such rights shall not be affected by this Agreement and are expressly preserved.

10. Preservation of Rights Regarding End of Life Inventory

All rights are reserved with respect to the End of Life Inventory. The Debtors will work in good faith, and in combination with GW, to either return or pay for the End of Life Inventory. The amount of \$441,592.79 in the Sprint Escrow Account will be designated to secure Sprint's claim against the Debtors for the End of Life Inventory, and to the extent Debtors are responsible to Sprint for payment, such payment may be satisfied from the escrow.

11. Preservation of Rights Regarding Claims of Sprint Not Released

To the extent Sprint's claims are not released under this Agreement, Sprint will not be required to file a proof of claim in the Bankruptcy Cases to preserve such claims.

12. Consultation With Counsel

The Parties represent and warrant that they each have presented their respective counsel with this Agreement, that their counsel has had the opportunity to review this Agreement, and that they are executing this Agreement of their own free will after having received advice from counsel regarding execution of this Agreement.

13. Choice of Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with New York law. If any Party attempts to institute a legal proceeding to enforce or interpret the terms of this Agreement, or otherwise, such proceeding must be instituted and maintained exclusively in the

Bankruptcy Court, and each Party hereto expressly consents to the jurisdiction and venue of such court and waives any objections to such jurisdiction and venue in any action arising out of this Agreement. In the event that the Bankruptcy Court does not have or refuses to exercise jurisdiction with respect to this Agreement and any disputes arising therefrom, any legal proceeding to enforce or interpret the terms of this Agreement, or otherwise, must be instituted and maintained exclusively in the United States District Court for the District of Delaware, and each Party hereto expressly consents to the jurisdiction and venue of such court and waives any objections to such jurisdiction and venue in any action arising out of this Agreement.

14. No Waiver

The failure of any Party to insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment by such Party of any other provision of this Agreement.

15. Amendment

This Agreement may not be amended or modified except by an instrument in writing, executed by each of the Parties.

16. Third-Party Beneficiaries

Nothing in this Agreement is intended to benefit or create any right or cause of action in or on behalf of any person other than the Parties hereto unless expressly set forth herein.

17. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been given if delivered personally, sent by email (with confirmation), mailed by registered or certified mail (return receipt requested), or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice):

If to the Debtors:

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

with a copy to:

Jones Day
2727 North Harwood Street
Dallas, Texas 75201
Attention: Mark E. Betzen and Robert A. Schroeder
Email: mbetzen@jonesday.com and raschroeder@jonesday.com

If to Sprint:

Sprint Solutions, Inc.
6160 Sprint Parkway
Overland Park, KS 66251
Attention: Jaime A. Jones, President, Postpaid Consumer & General
Business
E-Mail: jaime.a.jones@sprint.com

with a copy to:

McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
Tysons Corner, Virginia 22102
Attention: David I. Swan and James Van Horn
Email: dswan@mcguirewoods.com and jvanhorn@mcguirewoods.com

18. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter of the Agreement and supersedes all prior negotiations, agreements, and understandings, whether written or oral, between and among the Parties concerning the subject matter of this Agreement. Each of the Parties hereto acknowledges that it is executing this Agreement without reliance on any representations, warranties, and commitments other than those representations, warranties, and commitments expressly set forth in this Agreement.

19. Further Assurances

Each of the Parties agrees to each use commercially reasonable efforts to execute or cause to be executed and deliver or cause to be delivered all such agreements, instruments, and documents and take or cause to be taken all such further actions as the Parties may reasonably deem necessary from time to time to carry out the intent and purpose of this Agreement.

20. Successors and Assigns

Except as otherwise provided in this Agreement, this Agreement is intended to bind and inure to the benefit of each of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives.

21. Interpretation

This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation of this Agreement is to be applied in a neutral manner. Any presumption with regard to interpretation for or against any Party by reason of that Party (or its counsel) having drafted or caused to be drafted this Agreement or any portion of this Agreement shall not be effective.

22. Settlement Discussions

This Agreement and the transactions contemplated herein are part of a proposed settlement among the Parties. This Agreement shall not operate as an admission of liability by any Party. To the extent provided by Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

23. Headings

Titles and headings in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

24. Execution of Agreement

This Agreement may be executed in counterparts, and by the different Parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original. Delivery of an executed counterpart by facsimile or email shall qualify as effective delivery of an original executed counterpart.

25. Representations and Warranties

Each of the Parties represents, warrants, and states that, other than Bankruptcy Court approval, all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each Party are duly authorized to execute this Agreement on behalf of their respective Parties.

26. Recovery of Fees and Costs

In the event that any suit, action, or arbitration is filed to enforce or interpret this Agreement, the prevailing Party or Parties shall have a right to recover from the losing Party or Parties all costs and attorney fees incurred in connection with any such suit, action or arbitration.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date written below.

Dated: June __, 2015

RadioShack Corporation for itself and its
affiliates, as Debtors and Debtors in Possession

By: _____

Name:

Title:

Dated: June __, 2015

Sprint Solutions, Inc.

By: _____

Name: Jaime A. Jones

Title: President, Postpaid Consumer &
General Business