
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 4, 2014



RADIOSHACK CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-5571
(Commission File Number)

75-1047710
(I.R.S. Employer
Identification No.)

300 RadioShack Circle, Mail Stop CF3-203, Fort Worth, Texas 76102
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(817) 415-3011**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(1). On March 3, 2014, the Management Development and Compensation Committee (“MD&C Committee”) of the Board of Directors of RadioShack Corporation (the “Company”) approved the promotions of Ms. Janet Fox to Senior Vice President, Global Sourcing and Product Innovation, Mr. Paul Rutenis to Senior Vice President, Chief Merchandising Officer, and Mr. Mark Boerio to Senior Vice President, Planning, Allocation and e-Commerce. In connection with these promotions, Ms. Fox’s base salary was increased from \$375,000 to \$400,000; Mr. Rutenis’ base salary was increased from \$315,000 to \$400,000; and Mr. Boerio’s base salary was increased from \$325,000 to \$375,000.

(2). On March 3, 2014, after giving due consideration of the skills and talent deemed critical to the Company’s business turnaround efforts currently underway, the difficult business environment and the competition for skilled, talented employees, the MD&C Committee authorized and directed the Company to enter into retention agreements with certain of its executive officers. The retention agreements state that the officers will be entitled to a retention payment if the officer remains employed by the Company through March 1, 2015. The named executive officers and the amount of such potential retention payment are as follows:

Name	Position	Retention Payment
Joseph C. Magnacca	Chief Executive Officer	\$500,000
John W. Feray	Executive Vice President – Chief Financial Officer	\$275,000
Telvin P. Jeffries	Executive Vice President – Chief Human Resources Officer, Services, International	\$250,000
Troy H. Risch	Executive Vice President – Store Operations	\$275,000
Michael S. DeFazio	Senior Vice President – Store Concepts	\$187,500

A form of the retention agreement is attached hereto as Exhibit 99.1 .

(3). On March 3, 2014, the MD&C Committee recommended the Board approve a special opportunity bonus payable to Mr. Joseph C. Magnacca, the Company’s Chief Executive Officer. The payment of the bonus, if any, will depend on the achievement of performance based strategic initiatives relating to the fiscal year 2015 turnaround plan, as designated by the MD&C Committee. The maximum amount of this bonus is \$600,000. This bonus is payable on April 3, 2015. This special opportunity bonus is a one-time bonus opportunity relating to performance during fiscal year 2015. The Board of Directors of the Company approved this plan on March 4, 2014.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.

99.1 Form of Retention Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 4, 2014

RadioShack Corporation
(Registrant)

/s/ John W. Feray

John W. Feray
Executive Vice President -
Chief Financial Officer
(principal financial officer)

EXHIBIT INDEX

Exhibit No.

99.1 Form of Retention Agreement

Retention Agreement

This Retention Agreement (“Agreement”) is entered into between RadioShack Corporation (“RadioShack”) and _____ (“Employee”) effective as of _____, 2014.

RECITALS

- A. RadioShack considers Employee’s skills and talent as critical to the business turnaround efforts currently underway at RadioShack;
- B. As such, in light of the difficult business environment and the competition for skilled, talented employees, RadioShack wishes to encourage Employee to remain an employee of the RadioShack for an extended period of time; and
- C. RadioShack has offered to enter into a retention agreement with Employee and thereunder pay Employee a retention payment in consideration of Employee’s continued employment with RadioShack through March 1, 2015.

AGREEMENT

1. Retention Bonus. Subject to Employee’s continued employment with RadioShack, RadioShack will pay Employee a retention bonus in the amount of \$ _____ (the “Retention Bonus”), if Employee remains employed with RadioShack (or any successor to or subsidiary of RadioShack) through March 1, 2015 (the “Retention Date”). The Retention Bonus will be paid on or before March 15, 2015.
2. Termination Prior to Retention Date. Employee will forfeit the Retention Bonus in the event Employee resigns or is terminated for any reason prior to the Retention Date.
3. Confidential; Non-Disparagement.
 - a. Except as otherwise required to be disclosed for compliance with any law, rule or regulation, Employee and RadioShack agree to keep this Agreement and the terms of this Agreement confidential between Employee and RadioShack.
 - b. Employee and RadioShack agree not to make any statements that disparage the other party, or in the case of RadioShack, its respective affiliates, employees, officers, directors, products or services. For purposes hereof, “RadioShack” shall mean the executive officers and directors thereof and not any other employees. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section 3.
4. Compliance with Code Section 409A. Notwithstanding anything to the contrary contained herein, this Agreement is intended to be in full compliance with the requirements of, and thereby avoid any tax arising pursuant to, Section 409A of the Internal Revenue Code of 1986, as amended. Accordingly, all provisions herein, or incorporated by reference, will be construed and interpreted in a manner consistent with such intent.
5. Miscellaneous. This Agreement does not constitute a contract of employment. Employee’s employment remains at-will. This Agreement and the Retention Bonus are in addition to and not in lieu of any other compensation or benefits Employee may be entitled to under any other agreements, plans or policies of RadioShack. All amounts to be paid hereunder will be paid net of the minimum amount of any taxes that RadioShack may be required to withhold therefrom in respect of any federal, state, local or other income taxes. This Agreement will be binding upon Employee’s heirs, executors, administrators, successors and assigns, present and future, and any successor to RadioShack. Any notice or other communication required or permitted pursuant to the terms hereof will have been duly given when delivered by e-mail to the recipient’s RadioShack e-mail address or, if discontinued, such other e-mail address as may be provided. This Agreement will be construed according to the laws of the State of Texas without giving effect to conflict of laws principles.

In signing this Agreement below, each party agrees to the terms and conditions of this Agreement, and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

RadioShack Corporation

Employee

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____