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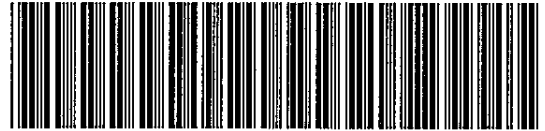
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LLP

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AUSTIN  
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FORT WORTH  
HOUSTON  
MONTERREY, MEXICO

November 18, 2002

DELIVERED VIA FEDERAL EXPRESS

Department of State  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

Re: CompUSA Stores L.P.

Dear Sir/Madam:

I enclose herewith for filing the two original and manually executed counterparts of the following in connection with the captioned entity:

1. Certificate of Amendment to Application for Registration of CompUSA Stores L.P.; and
2. Affidavit to the Florida Secretary of State to Qualify CompUSA GP Holdings Company, a Delaware Business Trust, along with a Certificate of Existence for CompUSA GP Holdings Company issued from the Delaware Secretary's Office.

Also enclosed herewith is a check, payable to the Florida Department of State, in the amount of \$402.50 in payment for the filing fees associated with the above filings. Please file the enclosed, and return evidence to me in the self-addressed, stamped envelope provided for your convenience.

If you have any questions, or need further information, please do not hesitate to contact me at (214) 969-1154. Thank you for your assistance.


Very truly yours,



Amanda R. Prescott  
Legal Assistant

Enclosures

cc: Fred W. Fulton, Esq.

  
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AUTHORIZATION BY PHONE TO  
add FIC to RA name  
DATE 11-25-02  
DOC. EXAM BR

FF \$350

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

CompUSA GP Holdings Company

A Delaware business **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of CompUSA GP Holdings Company, a

Delaware business (Name of Trust)  
Trust hereby affirms in order to file or qualify

(State)  
CompUSA GP Holdings Company in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is c/o Commonwealth Trust Co., 29 Hill Road,  
Wilmington, Delaware 19806
3. The registered agent and street address in the State of Florida is:  
CSC, INC. 1201 Hays Street, Tallahassee, Florida 32301-2636

4. Acceptance by the registered agent: Having been named as registered  
agent to accept service of process for the above named Declaration of Trust  
at the place designated in this affidavit, I hereby accept the appointment as  
registered agent and agree to act in this capacity.

Corporation Service Company

(Signature of Registered Agent)

By: Alexis Cassidy, Asst. Vice President

5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.

NOTARY

Name: HAL COMPTON

Title: CHAIRMAN OF THE BOARD OF TRUSTEES

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

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# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COMPUSA GP HOLDINGS COMPANY" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF NOVEMBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COMPUSA GP HOLDINGS COMPANY" WAS FORMED ON THE TWENTY-FOURTH DAY OF JUNE, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

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TALLAHASSEE, FLORIDA  
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*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3061108 8300

AUTHENTICATION: 2091813

020704754

DATE: 11-15-02

**AGREEMENT AND DECLARATION OF TRUST**

**OF**

**COMPUSA GP HOLDINGS COMPANY**

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**Agreement and Declaration of Trust**

**of**

**CompUSA GP Holdings Company**

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THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into as of the date set forth below by the Trustees named hereunder for the purpose of forming a Delaware business trust in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, the Trust is hereby formed under the following terms and conditions providing for the conduct of the business and affairs of the Trust and the maintenance of the assets contributed to or otherwise owned or held by or on behalf of the Trust together with the proceeds thereof.

**ARTICLE I -- GENERAL**

Section 1.1. Formation of the Trust. The Trust shall be formed as a statutory business trust under and pursuant to this Agreement and the Delaware Act upon the filing of the Certificate of Trust. The Trustees shall promptly upon execution of this Agreement cause the Certificate of Trust to be filed with the Secretary of State of the State of Delaware in compliance with all requirements under the Delaware Act. All Persons purchasing, owning or otherwise holding Shares in the Trust shall purchase, own or otherwise hold such Shares pursuant to the provisions of this Agreement.

Section 1.2. Name, Principal Office, and Name and Address of Delaware Trustee as Agent for Service of Process. The Trust shall be conducted under the name "CompUSA GP Holdings Company" or such other name as the Regular Trustees shall determine. The principal place of business and office of the Trust shall be 14951 North Dallas Parkway, Dallas, Texas 75240. The Regular Trustees may change the location of the principal place of business by notice in writing to the Shareholders. The Delaware Trustee, who will also act as the registered agent of the Trust for



service of process, is Commonwealth Trust Co. and its current office is located at 29 Hill Road, Wilmington, Delaware 19806.

Section 1.3. Purpose. The purpose of the Trust is to engage in any business for profit for which a statutory business trust may lawfully engage in under the Delaware Act.

Section 1.4. Term. The Trust shall have perpetual existence, unless the Trust is terminated in accordance with this Agreement or by operation of law.

Section 1.5. Claims Against the Trust. All persons extending credit to, contracting with or having any claim against the Trust shall look only to the assets of the Trust out of which such credit, contract or claim arose for payment under such credit, contract or claim. None of the Trustees, the Shareholders, nor any of the Trust's officers, employees or agents, whether past, present or future, shall be personally liable therefor.

## ARTICLE II -- DEFINITIONS

"Agreement" means this Agreement and Declaration of Trust, as amended from time to time, which shall be the "governing instrument" of the Trust within the meaning of the Delaware Act.

"By-Laws" shall mean the By-Laws of the Trust as amended from time to time, which By-Laws are expressly herein incorporated by reference as part of the "governing instrument" within the meaning of the Delaware Act.

"Certificate of Trust" means the certificate of trust of the Trust, as amended or restated from time to time, filed by the Trustees in the Office of the Secretary of State of the State of Delaware in accordance with the Delaware Act.

"Delaware Trustee" has the meaning set forth in Section 6.6 hereof.

"Delaware Act" means the Delaware Business Trust Act, 12 Del. C. §§ 3801 et seq., as amended from time to time.

"Person" means and includes individuals, corporations, partnerships, trusts, associations, joint ventures, estates and other entities, whether or not legal entities, and governments and agencies and political subdivisions thereof, whether domestic or foreign.

"Regular Trustees" means all of the Trustees other than the Delaware Trustee.

"Shareholder" means a record owner of outstanding Shares.

"Shares" means the shares of beneficial interest into which the beneficial interest in the Trust shall be divided from time to time and includes fractions of Shares as well as whole Shares.

"Trust" means the Delaware statutory business trust established under the Delaware Act by this Agreement and the filing of the Certificate of Trust in the Office of the Secretary of State of the State of Delaware.

"Trust Property" means any and all property, real or personal, tangible or intangible, that is from time to time owned or held by or for the account of the Trust.

"Trustees" means the person or persons who have signed this Agreement and all other Persons who may from time to time be duly elected or appointed to serve as Trustees in accordance with the provisions hereof, in each case so long as such Person shall continue in office in accordance with the terms of this Agreement, and reference herein to a Trustee or the Trustees shall refer to such Person or Persons in his or her or their capacity as trustees hereunder.

### **ARTICLE III -- DISTRIBUTIONS**

Section 3.1. Distributions. Distributions shall be made to the Shareholders at such times and in such amounts as shall be determined by the Regular Trustees.

#### **ARTICLE IV – BOOKS AND RECORDS**

Section 4.1. Books and Records. Proper and complete records and books of account of the Trust shall be kept by employees or agents of the Trust under the general supervision of the Regular Trustees.

#### **ARTICLE V – SHARES; SHAREHOLDERS**

Section 5.1. Division of Beneficial Interest.

(a) The beneficial interest in the Trust may be divided into one or more series. Each series may be divided into one or more classes. Subject to the further provisions of this Article V, the Regular Trustees shall have full power and authority, in their sole discretion, and without obtaining any authorization or vote of the Shareholders of any series or class thereof, (i) to divide the beneficial interest in the Trust or in each series or class thereof into Shares, with or without par value as the Regular Trustees shall determine, (ii) to issue Shares without limitation as to number (including fractional Shares) to such Persons and for such amount and type of consideration, including cash or securities, at such time or times and on such terms as the Regular Trustees may deem appropriate, (iii) to establish and designate and to fix such preferences, voting powers, rights, duties and privileges and business purpose of each series or class thereof as the Regular Trustees may from time to time determine, which preferences, voting powers, rights, duties and privileges may be senior or subordinate to (or in the case of business purpose, different from) any existing series or class thereof and may be limited to specified property or obligations of the Trust or profits and losses associated with specified property or obligations of the Trust, and (iv) to divide or combine the Shares of any series or class thereof into a greater or lesser number without

thereby materially changing the proportionate beneficial interest of the Shares of such series or class in the assets held with respect to that series or class thereof.

(b) Subject to the distinctions permitted among classes of the same series as established by the Regular Trustees, each Share of a series of the Trust shall represent an equal beneficial interest in the net assets of such series, and each holder of Shares of a series shall be entitled to receive such holder's pro rata share of distributions and dividends, if any, made with respect to such series. Upon redemption of the Shares of any series or class thereof, the applicable Shareholder shall be paid solely out of the funds and property of such series or class thereof of the Trust.

(c) All references to Shares in this Agreement shall be deemed to be Shares of any or all series or classes thereof, as the context may require. All provisions herein relating to the Trust shall apply equally to each series of the Trust and each class thereof, except as the context otherwise requires.

(d) All Shares issued hereunder, including, without limitation, Shares issued in connection with a dividend in Shares or a split or reverse split of Shares, shall be fully paid and nonassessable. Except as otherwise provided by the Regular Trustees, Shareholders shall have no preemptive or other right to subscribe to any additional Shares or other securities issued by the Trust.

Section 5.2. Ownership of Shares. The ownership of Shares shall be recorded on the books of the Trust or a transfer or similar agent for the Trust, which books shall be maintained separately for the Shares of each series (or class). Certificates certifying the ownership of Shares in such form as the Regular Trustees shall determine shall be issued by the Trust. The Regular Trustees may make such rules as they consider appropriate for the issuance of Share certificates, the transfer of Shares of each series (or class) and similar matters. The record books of the Trust as kept by the Trust or

any transfer or similar agent, as the case may be, shall be conclusive as to the identity of the Shareholders of each series (or class) and as to the number of Shares of each series (or class) held from time to time by each Shareholder.

Section 5.3. Transfer of Shares. Shares shall be freely transferable on the books of the Trust by the record holder thereof or by his or her duly authorized agent upon delivery to the Regular Trustees or the Trust's transfer agent of a duly executed instrument of transfer, together with a Share certificate if one is outstanding, and such evidence of the genuineness of the execution and authorization thereof as may be required by the Regular Trustees. Upon such delivery, and subject to any further requirements contained in the By-Laws, the transfer shall be recorded on the books of the Trust. Until a transfer is so recorded, the Shareholder of record of Shares shall be deemed to be the holder of such Shares for all purposes hereunder and neither the Trustees nor the Trust, nor any transfer agent or registrar or any officer, employee or agent of the Trust, shall be affected by any notice of a proposed transfer.

Section 5.4. Status of Shares and Limitation of Personal Liability.

(a) Shares shall be deemed to be personal property giving only the rights provided in this instrument. Every Shareholder by virtue of having become a Shareholder shall be held to have expressly assented and agreed to the terms hereof. The death, incapacity, dissolution, termination or bankruptcy of a Shareholder during the existence of the Trust shall not operate to terminate the Trust, nor entitle the representative of any such Shareholder to an accounting or to take any action in court or elsewhere against the Trust or the Trustees, but entitles such representative only to the rights of such Shareholder under this Trust. Ownership of Shares shall not entitle the Shareholder to any title in or to the whole or any part of the Trust Property or right to call for a partition or division of the same or for an accounting, nor shall the ownership of Shares constitute

the Shareholders as partners. Neither the Trust nor the Trustees, nor any officer, employee or agent of the Trust shall have any power to bind personally any Shareholders, nor, except as specifically provided herein, to call upon any Shareholder for the payment of any sum of money or assessment whatsoever other than such as the Shareholder may at any time personally agree to pay.

(b) Pursuant to Section 3803(a) of the Delaware Act, the Shareholders shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware.

Section 5.5. Indemnification of Shareholders. If any Shareholder or former Shareholder shall be exposed to liability by reason of a claim or demand relating to such Person being or having been a Shareholder, and not because of such Person's acts or omissions, the Shareholder or former Shareholder (or such Person's heirs, executors, administrators, or other legal representatives or in the case of a corporation or other entity, its corporate or other general successor) shall be entitled to be held harmless from and indemnified out of the assets of the Trust against all cost and expense arising from such claim or demand, but only out of the assets held with respect to the particular series (or class thereof) of Shares of which such Person is or was a Shareholder and from or in relation to which such liability arose.

Section 5.6. Limitations. No Shareholder shall participate in or have any control over the Trust business or shall have any authority or right to act for or bind the Trust. The exercise by the Shareholders of any of their voting and other rights pursuant to and in accordance with this Agreement shall not constitute participation in or control over the Trust business.

## ARTICLE VI -- TRUSTEES

Section 6.1. Number, Election and Tenure of Regular Trustees. The number of Regular Trustees shall initially be three, who shall be James F. Halpin, James E. Skinner and Mark R. Walker. Hereafter, the number of Regular Trustees shall be three or such other number as shall, from time to time, be determined by the Regular Trustees pursuant to Section 6.3 hereof. Each Regular Trustee shall serve during the continued lifetime of the Trust until he or she dies, resigns, is declared bankrupt or incompetent by a court of appropriate jurisdiction, or is removed, or, if sooner, until the next meeting of Shareholders called for the purpose of electing Trustees and until the election and qualification of his or her successor. Any Regular Trustee may resign at any time by written instrument signed by him and delivered to any officer of the Trust or to a meeting of the Regular Trustees. Such resignation shall be effective upon receipt unless specified to be effective at some other time. Except to the extent expressly provided in a written agreement with the Trust, no Regular Trustee resigning and no Regular Trustee removed shall have any right to any compensation for any period following his or her resignation or removal, or any right to damages on account of such removal. Any Regular Trustee may be removed at any meeting of the Shareholders by a vote of two-thirds of the outstanding Shares of the Trust. The Shareholders may elect Regular Trustees at any meeting of Shareholders called for that purpose.

Section 6.2. Effect of Death, Resignation, etc. of a Regular Trustee. The death, declination to serve, resignation, retirement, removal, or incapacity of one or more Regular Trustees, or all of them, shall not operate to annul the Trust or to revoke any existing agency created pursuant to the terms of this Agreement. Whenever there shall be fewer than the designated number of Regular Trustees, until additional Regular Trustees are elected or appointed as provided herein to bring the total number of Regular Trustees equal to the designated number, the Regular Trustees in office,

regardless of their number, shall have all the powers granted to the Regular Trustees and shall discharge all the duties imposed upon the Regular Trustees by this Agreement. As conclusive evidence of such vacancy, a written instrument certifying the existence of such vacancy may be executed by an officer of the Trust or by any Regular Trustee.

Section 6.3. Management of the Trust.

(a) The business of the Trust shall be managed by the Regular Trustees, and the Regular Trustees shall have all powers necessary or convenient to carry out that responsibility including, without limitation, the power to enter into new businesses and to terminate the conduct of business previously engaged in by the Trust. Without limiting the foregoing, the Regular Trustees may: adopt By-Laws not inconsistent with this Agreement providing for the regulation and management of the affairs of the Trust and may amend and repeal them to the extent that such By-Laws do not reserve that right to the Shareholders; enlarge or reduce their number; remove any Regular Trustee with or without cause at any time by written instrument signed by at least two-thirds of the number of Regular Trustees prior to such removal, specifying the date when such removal shall become effective, and fill vacancies caused by enlargement of their number or by the death, resignation or removal of a Regular Trustee; remove the Delaware Trustee with or without cause at any time by written instrument signed by the Regular Trustees, specifying the date when such removal shall become effective, and fill vacancies caused by the death, resignation or removal of the Delaware Trustee; elect and remove, with or without cause, officers and appoint and terminate agents as they consider appropriate; appoint from their own number and establish and terminate one or more committees consisting of one or more Regular Trustees that may exercise the powers and authority of the Regular Trustees to the extent that the Regular Trustees determine; redeem, repurchase and transfer Shares pursuant to applicable law; set record dates for the determination of Shareholders



with respect to various matters; declare and pay dividends and distributions to Shareholders; and in general delegate such authority as they consider desirable to any officer of the Trust, to any committee of the Regular Trustees and to any agent or employee of the Trust. Any determination as to what is in the interests of the Trust made by the Regular Trustees in good faith shall be conclusive. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Regular Trustees. Unless otherwise specified herein or in the By-Laws or required by law, any action by the Regular Trustees shall be deemed effective if approved or taken by a majority of the Regular Trustees present at a meeting of the Regular Trustees at which a quorum of Regular Trustees is present, within or without the State of Delaware. Any action to be taken by the Regular Trustees at a meeting may be taken without such meeting by the written consent of a majority of the Regular Trustees then in office.

(b) Without limiting the foregoing, the Regular Trustees shall have the power and authority to execute and deliver contracts, instruments, filings, notices, certificates and other documents of whatsoever nature on behalf of the Trust (including, without limitation, the Certificate of Trust and any amendments thereto and any other certificates required or permitted to be filed by or on behalf of the Trust pursuant to the Delaware Act or like law of any other jurisdiction). Except as otherwise required by applicable law, any such contract, instrument, certificate or other document shall require the signature of only one Regular Trustee or the signature of such officer, employee or agent to whom authority has been delegated by the Regular Trustees.

Section 6.4. Expenses. The Regular Trustees are authorized to pay or cause to be paid out of the Trust Property all expenses, fees, charges, taxes and liabilities incurred or arising in connection with the Trust, or in connection with the management thereof, including, without limitation, the Trustees compensation and such expenses and charges for the services of the Trust's

officers, employees, auditors, counsel and such other agents or independent contractors and such other expenses and charges as the Regular Trustees may deem necessary or proper to incur, which expenses, fees, charges, taxes and liabilities shall be allocated to the series (or a class) to which they relate or if they do not relate to any specific series (or class) to the Trust or as the Regular Trustees may otherwise determine.

Section 6.5. Ownership of Assets of the Trust. Title to all of the assets of the Trust shall at all times be considered as vested in the Trust, except that the Regular Trustees shall have power to cause legal title to any Trust Property to be held by or in the name of one or more of the Regular Trustees, or in the name of the Trust, or in the name of any other Person as nominee, on such terms as the Regular Trustees may determine. The right, title and interest of the Regular Trustees in the Trust Property shall vest automatically in each Person who may hereafter become a Regular Trustee. Upon the resignation, removal or death of a Regular Trustee, he or she shall automatically cease to have any right, title or interest in any of the Trust Property, and the right, title and interest of such Regular Trustee in the Trust Property shall vest automatically in the remaining Regular Trustees. Such vesting and cessation of title shall be effective whether or not conveyancing documents have been executed and delivered.

Section 6.6. Delaware Trustee.

(a) As required by the Delaware Act, one Trustee (the "Delaware Trustee") shall at all times be an entity that has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable law. By executing this Agreement, the Delaware Trustee represents and warrants that it has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable law. The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any duties or responsibilities, of the

Regular Trustees described in this Agreement. The Delaware Trustee shall be a Trustee for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Delaware Act.

(b) The Delaware Trustee may resign by giving 60 days prior notice to the Regular Trustees. In the case of the resignation of the Delaware Trustee, the Regular Trustees shall appoint a Person to serve as successor Delaware Trustee, provided that such Person shall in all respects satisfy the requirements of Sections 3807 of the Delaware Act and otherwise meet the requirements of applicable law. The appointment of the successor Delaware Trustee shall take effect concurrently with the resignation of the former Delaware Trustee, and no resignation of a Delaware Trustee shall be effective absent the concurrent appointment of a successor Delaware Trustee.

(c) If a successor Delaware Trustee shall not have been appointed within 60 days after such notice of resignation, the Delaware Trustee may apply to any court of competent jurisdiction to appoint a successor Delaware Trustee to act until such time, if any, as a successor Delaware Trustee shall have been appointed as above provided.

(d) Any corporation into which the Delaware Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Delaware Trustee shall be a party, or any corporation to which substantially all of the corporate trust business of the Delaware Trustee may be transferred, shall, subject to such corporation satisfying in all respects the requirements of Section 3807 of the Delaware Act and the requirements of all other applicable law, be the Delaware Trustee hereunder without further action.

(e) Upon the substitution of the Person serving as the Delaware Trustee, the Certificate shall be amended in accordance with the provisions of Section 3810 of the Delaware Act.

Section 6.7. Compensation. The Trustees as such shall be entitled to reasonable compensation from the Trust, and the Regular Trustees may fix the amount of such compensation.

Nothing herein shall in any way prevent the employment of any Trustee for advisory, management, legal, accounting, investment banking or other services and payment for the same by the Trust.

## **ARTICLE VII -- LIMITATION OF LIABILITY OF THE TRUSTEES**

### **Section 7.1. Indemnification and Limitation of Liability.**

(a) A Trustee, when acting in such capacity, shall not be personally liable to any Person, other than the Trust or a Shareholder to the extent provided in this Article VII, for any act, omission or obligation of the Trust, of such Trustee or of any other Trustee. The Trustees shall not be responsible or liable in any event for any neglect or wrongdoing of any officer, agent or employee of the Trust. The Trust shall indemnify each Person who is, or has been, a Trustee, officer, employee or agent of the Trust and any Person who is serving or has served at the Trust's request as a director, officer, trustee, employee or agent of another organization in which the Trust has any interest as a shareholder, creditor or otherwise to the extent and in the manner provided in the By-Laws.

(b) All persons extending credit to, contracting with or having any claim against the Trust or the Trustees shall look only to the assets of the Trust for payment under such credit, contract or claim; and neither the Trustees nor the Shareholders, nor any of the Trust's officers, employees or agents, whether past, present or future, shall be personally liable therefor.

(c) Every note, bond, contract, instrument, certificate or undertaking and every other act or thing whatsoever executed or done by or on behalf of the Trust or the Trustees by any of them in connection with the Trust shall conclusively be deemed to have been executed or done only in or with respect to his or their capacity as Trustee or Trustees, and such Trustee or Trustees shall not be personally liable thereon. At the Regular Trustees' discretion, any note, bond, contract, instrument, certificate or undertaking made or issued by the Regular Trustees or by any officer or

officers may give notice that the Certificate of Trust is on file in the Office of the Secretary of State of the State of Delaware and that a statutory limitation on liability exists and such note, bond, contract, instrument, certificate or undertaking may, if the Regular Trustees so determine, recite that the same was executed or made on behalf of the Trust by a Regular Trustee or Regular Trustees in such capacity and not individually or by an officer or officers in such capacity and not individually and that the obligations of such instrument are not binding upon any of them or the Shareholders individually but are binding only on the assets and property of the Trust, and may contain such further recital as such Person or Persons may deem appropriate. The omission of any such notice or recital shall in no way operate to bind any Trustees, officers or Shareholders individually.

Section 7.2. Trustee's Good Faith Action. Expert Advice. No Bond or Surety. The exercise by the Regular Trustees of their respective powers and discretions hereunder shall be binding upon everyone interested. A Trustee shall be liable to the Trust and to any Shareholder solely for his or her own willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of the office of such Trustee, and shall not be liable for errors of judgment or mistakes of fact or law. The Regular Trustees may take advice of counsel or other experts with respect to the meaning and operation of this Agreement, and shall be under no liability for any act or omission in accordance with such advice nor for failing to follow such advice. The Trustees shall not be required to give any bond as such, nor any surety if a bond is required.

Section 7.3. Insurance. The Regular Trustees shall be entitled and empowered to the fullest extent permitted by law to purchase with Trust assets insurance for liability and for all expenses reasonably incurred or paid or expected to be paid by a Trustee, officer, employee or agent of the Trust in connection with any claim, action, suit or proceeding in which such Trustee becomes involved by virtue of his or her capacity or former capacity with the Trust.

## ARTICLE VIII – SHAREHOLDERS' VOTING POWERS AND MEETINGS

Section 8.1. Voting Powers, Meetings, Notice and Record Dates. The Shareholders shall have power to vote only (i) for the election or removal of Trustees as provided in Section 6.1 hereof, (ii) on a merger or consolidation as provided in Article IX hereof, (iii) for the dissolution of the Trust (or any series or class thereof) as provided in Section 10.1 hereof and (iv) with respect to such additional matters relating to the Trust as may be required by applicable law, this Agreement or the By-Laws, or as the Regular Trustees may consider necessary or desirable. Each Shareholder shall be entitled to one vote for each Share owned by such Shareholder on any matter on which such Shareholder is entitled to vote and each fractional Share shall be entitled to a proportionate fractional vote. Notwithstanding any other provision of this Agreement, on any matter submitted to a vote of the Shareholders, all Shares of the Trust then entitled to vote shall be voted in aggregate, except when the matter involves the termination of a series or class or any other action that the Regular Trustees have determined will affect only the interests of one or more series or classes, then only Shareholders of such series or classes shall be entitled to vote thereon. There shall be no cumulative voting in the election of Regular Trustees. Shares may be voted in person or by proxy. A proxy may be given in writing. The By-Laws may provide that proxies may also, or may instead, be given by any electronic or telecommunications device or in any other manner. Until Shares are issued, the Regular Trustees may exercise all rights of Shareholders and may take any action required by law, this Agreement or the By-Laws to be taken by the Shareholders. Meetings of the Shareholders shall be called and notice thereof and record dates therefor shall be given and set as provided in the By-Laws..

Section 8.2. Quorum and Required Vote. Except when a larger quorum is required by applicable law, by the By-Laws or by this Agreement, fifty percent (50%) of the Shares entitled to

vote shall constitute a quorum at a Shareholders' meeting. When any one or more series (or classes) is to vote as a single class separate from any other Shares, fifty percent (50%) of the Shares of each such series (or class) entitled to vote shall constitute a quorum at a Shareholders' meeting of that series (or class). Except when a larger vote is required by any provision of this Agreement or the By-Laws or by applicable law, when a quorum is present at any meeting, a majority of the Shares voted shall decide any questions and a plurality of the Shares voted shall elect a Regular Trustee, provided that where any provision of law or of this Agreement requires that the holders of any series shall vote as a series (or that holders of a class shall vote as a class), then a majority of the Shares of that series (or class) voted on the matter (or a plurality with respect to the election of a Trustee) shall decide that matter insofar as that series (or class) is concerned.

Section 8.3. Record Dates. For the purpose of determining the Shareholders of any series (or class) who are entitled to receive payment of any dividend or of any other distribution, the Regular Trustees may from time to time fix a date, which shall be before the date for the payment of such dividend or such other payment, as the record date for determining the Shareholders of such series (or class) having the right to receive such dividend or distribution. Without fixing a record date, the Regular Trustees may for distribution purposes close the register or transfer books for one or more series (or classes) at any time prior to the payment of a distribution. Nothing in this section shall be construed as precluding the Regular Trustees from setting different record dates for different series (or classes).

Section 8.4. Additional Provisions. The By-Laws may include further provisions for Shareholders' votes and meetings and related matters.

## **ARTICLE IX – MERGER AND REORGANIZATION**

(a) Notwithstanding anything else herein, the Regular Trustees may, subject to the approval of the Shareholders as provided in Section 8.2 hereof, cause the Trust to merge or consolidate with or into one or more trusts, partnerships (general or limited), associations, limited liability companies, corporations or other entities formed, organized or existing under the laws of a state, commonwealth, possession or colony of the United States.

(b) Any agreement, merger or consolidation or certificate of merger or consolidation may be signed by a majority of Regular Trustees and facsimile signatures conveyed by electronic or telecommunication means shall be valid.

(c) Pursuant to and in accordance with the provisions of Section 3815(f) of the Delaware Act, notwithstanding anything to the contrary contained in this Agreement, an agreement, merger or consolidation approved by the Regular Trustees in accordance with Section (b) above may effect any amendment to this Agreement or effect the adoption of a new agreement and declaration of the Trust if it is the surviving or resulting trust in the merger or consolidation.

## **ARTICLE X – DISSOLUTION, LIQUIDATION AND TERMINATION**

### **Section 10.1. Dissolution and Liquidation of the Trust.**

(a) The Trust (or any series or class thereof) shall be dissolved, wound up and terminated as provided herein upon the determination of the Regular Trustees, subject to the approval of the Shareholders as provided in Section 8.2 hereof, to dissolve the Trust (or any series or class thereof).

(b) Upon the requisite Shareholder vote or action by the Regular Trustees to dissolve the Trust or any one or more series of Shares or any class thereof, after paying or otherwise



providing for all charges, taxes, expenses and liabilities, whether due or accrued or anticipated, of the Trust or of the particular series or any class thereof as may be determined by the Regular Trustees, the Trust shall in accordance with such procedures as the Regular Trustees consider appropriate reduce the remaining assets of the Trust or of the affected series or class to distributable form in cash or Shares (if any series remain) or other securities, or any combination thereof, and distribute the proceeds to the Shareholders of the series or classes involved, ratably according to the number of Shares of such series or class held by the several Shareholders of such series or class on the date of distribution. Thereupon, the Trust or any affected series or class shall terminate and the Trustees and the Trust shall be discharged of any and all further liabilities and duties relating thereto or arising therefrom, and the right, title and interest of all parties with respect to the Trust or such series or class shall be canceled and discharged. Notwithstanding anything to the contrary herein, at the discretion of the Regular Trustees, upon the dissolution of the Trust or any one or more series of Shares or any class thereof, in lieu of reducing the remaining assets of the Trust or of the affected series or class to cash or Shares (if any series remain) or other securities, the Regular Trustees may distribute the assets of the Trust in kind provided that each Shareholder receives a pro rata portion of each asset of the Trust or the Regular Trustees otherwise determine that the manner of distribution of the Trust property to the Shareholders is fair.

(c) Upon dissolution of the Trust, following completion of winding up of its business, the Trustees shall cause a certificate of cancellation of the Certificate of Trust to be filed in accordance with the Delaware Act, which certificate of cancellation may be signed by any one Trustee. Upon filing of the Certificate of Cancellation of the Certificate of Trust the Trust shall terminate.

## ARTICLE XI -- NOTICES AND VOTING

Section 11.1. Notices. All notices, demands, consents or requests required or permitted under this Agreement must be in writing, and shall be made by hand delivery, certified mail, overnight courier service or telecopier: (i) if to a Shareholder to the address or telecopy number set forth on the books of the Trust; (ii) if to a Regular Trustee, to the address and telecopy number set forth opposite the Trustee's name on Schedule A attached hereto; (iii) if to the Delaware Trustee, to the address and telecopy number set forth opposite the Delaware Trustee's name on Schedule A attached hereto; and (iv) if to the Trust, to the address set forth in Section 1.2 hereof; but any party may designate a different address by a notice similarly given to the Trust.

## ARTICLE XII -- MISCELLANEOUS PROVISIONS

Section 12.1. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior agreement or understandings among them with respect to the subject matter hereof.

### Section 12.2. GOVERNING LAW.

(a) THE TRUST IS CREATED UNDER, AND THIS AGREEMENT IS TO BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE. THE TRUST SHALL BE OF THE TYPE COMMONLY CALLED A BUSINESS TRUST, AND WITHOUT LIMITING THE PROVISIONS HEREOF, THE TRUST SPECIFICALLY RESERVES THE RIGHT TO EXERCISE ANY OF THE POWERS OR PRIVILEGES AFFORDED TO BUSINESS TRUSTS OR ACTIONS THAT MAY BE ENGAGED IN BY BUSINESS TRUSTS UNDER THE DELAWARE ACT, AND THE ABSENCE OF A SPECIFIC REFERENCE HEREIN TO ANY SUCH POWER, PRIVILEGE OR

ACTION SHALL NOT IMPLY THAT THE TRUST MAY NOT EXERCISE SUCH POWER OR PRIVILEGE OR TAKE SUCH ACTIONS.

(b) NOTWITHSTANDING THE FIRST SENTENCE OF SECTION 12.2 (A) HEREOF, THERE SHALL NOT BE APPLICABLE TO THE TRUST, THE TRUSTEES OR THIS AGREEMENT (X) THE PROVISIONS OF SECTION 3540 OF TITLE 12 OF THE DELAWARE CODE OR (Y) ANY PROVISIONS OF THE LAWS (STATUTORY OR COMMON) OF THE STATE OF DELAWARE (OTHER THAN THE DELAWARE ACT) PERTAINING TO TRUSTS THAT RELATE TO OR REGULATE: (I) THE FILING WITH ANY COURT OR GOVERNMENTAL BODY OR AGENCY OF TRUSTEE ACCOUNTS OR SCHEDULES OF TRUSTEE FEES AND CHARGES, (II) AFFIRMATIVE REQUIREMENTS TO POST BONDS FOR TRUSTEES, OFFICERS, AGENTS OR EMPLOYEES OF A TRUST, (III) THE NECESSITY FOR OBTAINING A COURT OR OTHER GOVERNMENTAL APPROVAL CONCERNING THE ACQUISITION, HOLDING OR DISPOSITION OF REAL OR PERSONAL PROPERTY, (IV) FEES OR OTHER SUMS APPLICABLE TO TRUSTEES, OFFICERS, AGENTS OR EMPLOYEES OF A TRUST, (V) THE ALLOCATION OF RECEIPTS AND EXPENDITURES TO INCOME OR PRINCIPAL, (VI) RESTRICTIONS OR LIMITATIONS ON THE PERMISSIBLE NATURE, AMOUNT OR CONCENTRATION OF TRUST INVESTMENTS OR REQUIREMENTS RELATING TO THE TITLING, STORAGE OR OTHER MANNER OF HOLDING OF TRUST ASSETS, OR (VII) THE ESTABLISHMENT OF FIDUCIARY OR OTHER STANDARDS OR RESPONSIBILITIES OR LIMITATIONS ON THE ACTS OR POWERS OF TRUSTEES THAT ARE INCONSISTENT WITH THE LIMITATIONS OR LIABILITIES OR AUTHORITIES AND POWERS OF THE TRUSTEES SET FORTH OR REFERENCED IN THIS AGREEMENT.

Section 12.3. Amendments. Except as specifically provided in this section, the Regular Trustees may, without Shareholder vote, restate, amend or otherwise supplement this Agreement. Shareholders shall have the right to vote (i) on any amendment that would affect their right to vote granted in Sections 6.1, 8.1 and 10.1 hereof, (ii) on any amendment to this Section 12.3, (iii) any amendment that would materially and adversely affect the rights of the Shareholders hereunder, (iv) on any amendment that may be required by applicable law and (v) on any amendment submitted to them by the Regular Trustees. Any amendment required or permitted to be submitted to the Shareholders that, as the Regular Trustees determine, shall affect the Shareholders of one or more series (or classes thereof) shall be authorized by a vote of the Shareholders of each series or class affected and no vote of Shareholders of a series or class not affected shall be required. Notwithstanding anything else herein, no amendment hereof shall limit the rights to indemnification referenced herein or as provided in the By-Laws with respect to any actions or omissions of Persons covered thereby prior to such amendment and no amendment hereof shall limit or otherwise adversely effect the rights of the Delaware Trustee without the consent of the Delaware Trustee. The Regular Trustees may, without Shareholder vote, restate, amend or otherwise supplement the Certificate of Trust as they deem necessary or desirable.

Section 12.4. Effect. Except as otherwise specified herein, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns.

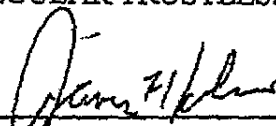
Section 12.5. Pronouns and Number. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or neuter shall include the masculine, feminine and neuter.

Section 12.6. Partial Enforceability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 12.7. Counterparts. This Agreement may contain more than one counterpart of the signature page. All of such counterpart signatures pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of June 24,  
1999.

REGULAR TRUSTEES:


  
James F. Halpin

  
James E. Skinner

  
Mark R. Walker

DELAWARE TRUSTEE:

Commonwealth Trust Co.

By:   
Name: JAMES A. HARTY, JR  
Title: VICE PRESIDENT

**Schedule A**  
**to**  
**Agreement and Declaration of**  
**Trust of CompUSA GP Holdings Company**

**I. Regular Trustees**

<i>Name</i>	<i>Address</i>
James F. Halpin	14951 North Dallas Parkway Dallas, Texas 75240 Fax: (214) 982-4183
James E. Skinner	14951 North Dallas Parkway Dallas, Texas 75240 Fax: (214) 982-4183
Mark R. Walker	14951 North Dallas Parkway Dallas, Texas 75240 Fax: (214) 982-4183

**II. Delaware Trustee**

<i>Name</i>	<i>Address</i>
Commonwealth Trust Co.	29 Hill Road Wilmington, DE 19806 Fax: