

IMPORTANT INFORMATION

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY. YOU MAY LOSE SOME OR ALL AMOUNTS PAID FOR THE SECURITIES. THE ISSUER RESERVES THE RIGHT TO REFUSE OR CANCEL PURCHASE REQUESTS FOR THE SECURITIES AT ANY TIME IN ITS SOLE DISCRETION. EXCEPT FOR THE ISSUER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, THE ISSUER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

THIS OFFERING IS BEING MADE PURSUANT TO RULE 506(c) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

THE SECURITIES HAVE NOT BEEN APPROVED, DISAPPROVED OR RECOMMENDED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE CONTENT OF THE SUBSCRIPTION AGREEMENT AND ANY ATTACHMENTS THERETO. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE PURCHASE OF THE SECURITIES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

SUBSCRIPTION AGREEMENT

Circuit City Holdings Inc.
590 Madison Avenue, 21st Floor
New York, NY 10022

Dear Circuit City Holdings Inc.:

The undersigned ("Investor"), understands that Circuit City Holdings Inc., a Delaware corporation (the "Issuer"), is offering shares of Class B Non-Voting Common Stock (the "Securities") in the Issuer to Investor (the "Offering") via <https://republic.com> (the "Platform") which is operated for the benefit of OpenDeal Broker LLC dba Capital R ("ODB"). ODB is a registered FINRA/SEC broker dealer. The Investor has received and carefully read all the information contained in the Regulation D private placement memorandum provided to Investor separately (the "Reg D Offering Memorandum"), including, but not limited to, the section titled "Risk Factors," and this Subscription Agreement (the "Subscription Agreement"). The Offering is subject to this Subscription Agreement and all appendices, schedules, and exhibits to this Subscription Agreement, and the Reg D Offering Memorandum (the foregoing collectively, the "Offering Documents"). The Issuer will pay ODB a fee of five and one-half percent (5.5%) of the dollar amount raised in the Offering. In addition, the Issuer will pay ODB a securities commission equivalent to two percent (2.0%) of the total number of Securities sold in the Offering, as well as reimburse ODB for certain expenses associated with the Offering.

In order to induce the Issuer to accept Investor's subscription for the Securities, and for other good and valuable consideration, Investor hereby agrees to the terms and conditions set forth in this Subscription Agreement.

1. Subscription. Subject to the terms and conditions of this Subscription Agreement and the other Offering Documents, Investor hereby irrevocably subscribes to purchase the number of Securities set forth on the signature page hereto for a purchase price of either (i) \$3.75 per share of the Issuer's Class B Non-Voting Common Stock for Investors who subscribe in the Offering on or before July 18, 2024, 11:59 Pacific Standard Time, or (ii) \$5.00 per share of the Issuer's Class B Non-Voting Common Stock for Investors who subscribe in the Offering after July 18, 2024, 11:59 Pacific Standard Time, for the aggregate purchase price set forth on the signature page hereto (the "Purchase Price").
2. Acceptance of Subscription and Issuance of Securities. Upon receipt by the Issuer of (i) the executed Subscription Agreement, (ii) the Purchase Price, (iii) any other documents or information requested by Issuer or ODB for the purpose of satisfying accreditation obligations, Investor's purchase will be considered for acceptance by Issuer. It is understood and agreed that the Issuer shall have the sole right, at its complete discretion,

to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Issuer only when it is countersigned by the Issuer, and delivered to Investor, which execution and delivery may be by electronic means. Notwithstanding anything in this Subscription Agreement to the contrary, the Issuer shall have no obligation to issue any of the Securities to Investor to the extent that such issuance would constitute a violation of the securities, "blue sky," or other similar laws of any state or other jurisdiction applicable to Investor or the Issuer (collectively referred to as the "State Securities Laws"). **The Investor understands and agrees that this subscription is irrevocable and binding on the Investor.** Upon rejection of this Subscription Agreement for any reason, this Subscription Agreement will be deemed null and void and of no further force or effect except for the Issuer's obligation to return to you the previously remitted Purchase Price.

3. The Closing. The Investor will pay the Purchase Price for the Securities through the Platform and such consideration shall be deposited into the bank account of an escrow agent designated by ODB. Investment commitments are not binding until the Issuer's acceptance of this subscription pursuant to Section 2 and Investor's payment of the Purchase Price. Investor acknowledges that as a condition to the Issuer's acceptance, Investor will cooperate with the Issuer and ODB and provide the necessary verification documents to comply with all federal and State Securities Laws, including but not limited to Rule 506(c) of Regulation D. Upon the Issuer's acceptance, the Issuer may hold a closing on the purchase and sale of the Securities under this Subscription Agreement and for other accepted subscriptions (a "Closing"). The Issuer may hold one or more Closings, as determined by the Issuer and ODB. **Investor understands that there is no minimum offering level in regard to the sale of the Securities pursuant to the Offering. Accordingly, as Securities are sold under the Offering of which this transaction is a part, proceeds will be made immediately available to the Issuer after a Closing and the use of funds by the Issuer is not conditioned upon the sale of any other Securities or other Closings.**
4. Representations and Warranties of the Issuer. By accepting the subscription under Section 2, the Issuer represents and warrants to Investor, effective as of the Closing:
 - (a) The Issuer is duly formed and validly existing under the laws of the State of Delaware, with full power and authority to conduct its business as it is currently being conducted, to own its assets, and to consummate the transactions contemplated by this Subscription Agreement.
 - (b) All corporate action on the part of the Issuer and its management necessary for the authorization, execution and delivery of this Subscription Agreement and the performance of the Issuer's obligations hereunder have been taken.

- (c) No “bad actor” disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a “Disqualification Event”) is applicable to the Issuer or, to the Issuer’s knowledge, any Issuer Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable. “Issuer Covered Person” means, with respect to the Issuer as an “issuer” for purposes of Rule 506, any “Person” in the categories listed in the first paragraph of Rule 506(d)(1).

5. Representations and Warranties of Investor. Effective as of its execution of this Subscription Agreement and as of the Closing, Investor hereby represents and warrants to and covenants with the Issuer that:

(a) General.

- (i) Investor has all requisite authority to purchase the Securities, enter into this Subscription Agreement, and to perform all the obligations required to be performed by Investor hereunder and thereunder, and none of the foregoing will contravene any law, rule, or regulation binding on Investor or any investment guideline or restriction applicable to Investor.
- (ii) If Investor is a legal entity, and not a natural person, Investor is duly formed and validly existing under the laws of the state of Investor’s formation or domestication, with full power and authority to conduct its business as it is currently being conducted and to own its assets.
- (iii) Investor has all requisite legal capacity, power, and authority to consummate the transactions contemplated by the Offering Documents.
- (iv) Investor is not acquiring the Securities as a nominee or agent or otherwise for any other person.
- (v) Investor will comply with all applicable laws and regulations in effect in any jurisdiction in which Investor purchases or sells securities and obtain any consent, approval, or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which Investor is subject or in which Investor makes such purchases or sales, and the Issuer shall have no responsibility therefor.

(b) Information Concerning the Issuer.

- (i) Investor has received, reviewed, and understands all of the Offering Documents. Without in any way limiting the foregoing, Investor specifically acknowledges receiving, reviewing, and understanding the Reg D Offering Memorandum.

- (ii) Investor has not been furnished and is not relying upon any offering literature regarding the Issuer or the Securities other than the Offering Documents.
- (iii) Investor acknowledges and agrees that the Offering Documents speak as of the date first indicated in this Subscription Agreement (unless an earlier date is provided in any Offering Document, in which case the applicable Offering Document speaks as of the earlier date), that neither the delivery of the Securities nor any eventual sale of the Securities shall, under any circumstances, imply that the information contained in the Offering Documents is correct as of any future date or that there has been no change in the Issuer's affairs after the date hereof, that nothing contained herein is, or should be relied upon as, a promise or representation as to future performance, and that the Issuer does not undertake any obligation to update or revise the Offering Documents.
- (iv) Investor acknowledges and agrees that certain of the information contained in the Offering Documents concerning proformas, projections, expected expenses, trends, co-founder backgrounds or other matters made available to the Investor include information based upon or derived from estimates and information provided by other industry sources that the Issuer has not independently verified and the Issuer cannot assure the accuracy of any data obtained by or from these sources. Investor acknowledges that the Reg D Offering Memorandum is current as of June 18, 2024.
- (v) Investor acknowledges that the Offering Documents include forward-looking statements identified by the use of forward-looking terminology such as "believes," "estimates," "projects," "expects," "may," "intends," "will," "should," or "anticipates" or the negative thereof or similar terminology. These statements appear in a number of places in the Offering Documents and may include statements regarding the Issuer's intent, belief, or current expectations with respect to, among other things: financial projections regarding the Issuer's future financial performance and condition (if applicable), trends affecting the Issuer's financial condition and results of operations, and the Issuer's business and growth strategies. Forward-looking statements are subject to risks, uncertainties, and assumptions about the Issuer, including, without limitation, the risks summarized under the heading "Risk Factors" in the Reg D Offering Memorandum. In light of these risks, uncertainties, and assumptions, the Issuer can give no assurance that the events disclosed in the forward-looking statements in the Offering Documents will in fact transpire. The Issuer undertakes no obligation to update or revise any forward-looking

statements, whether as the result of new information, future events, or otherwise. All forward-looking statements in the Offering Documents are expressly qualified by the foregoing cautionary statements.

- (vi) Investor understands and accepts that the purchase of the Securities involves various risks, including, without limitation, the risks outlined in the section titled “Risk Factors” in the Reg D Offering Memorandum. Investor represents that it is able to bear any loss associated with an investment in the Securities.
- (vii) Investor confirms that it is not relying on any communication (written or oral) of the Issuer or any of its representatives or affiliates as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Offering Documents or otherwise by the Issuer or any of its representatives or affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Issuer nor any of its representatives or affiliates is acting or has acted as an advisor to Investor in deciding to invest in the Securities. Investor acknowledges that neither the Issuer nor any of its representatives or affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining Investor’s authority to invest in the Investment Shares.
- (viii) Investor is familiar with the business and financial condition and operations of the Issuer, all as generally described in the Offering Documents (including the description of the Issuer and its business set forth in the section titled “The Issuer and its Business” in the Reg D Offering Memorandum). Investor has had access to such information concerning the Issuer and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.
- (ix) Investor understands that, unless Investor notifies the Issuer in writing to the contrary at or before the Closing, each of Investor’s representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by Investor.
- (x) Investor acknowledges that the Issuer has the right in its sole and absolute discretion to abandon this offering at any time prior to the completion of the offering. This Subscription Agreement shall thereafter have no force or effect and the Issuer shall return the previously paid Purchase Price of the Securities, without interest thereon, to Investor.

- (xi) Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(c) Non-reliance.

- (i) Investor represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Issuer or any of its representatives or affiliates as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the other transaction documents that are described in the Offering Documents shall not be considered investment advice or a recommendation to purchase the Securities.
- (ii) Investor confirms that the Issuer and its representatives and affiliates have not (A) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of an investment in the Securities or (B) made any representation to Investor regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, Investor is not relying on the advice or recommendations of the Issuer and Investor has made its own independent decision that the investment in the Securities is suitable and appropriate for Investor.
- (iii) Investor acknowledges and agrees that the Offering Documents are the exclusive source of the terms and conditions of the offering described in this Subscription Agreement, and such Offering Documents supersede all prior agreements, understanding, communications, and representations relating to this private placement. Accordingly, Investor confirms that it is not relying on any such prior agreements, understandings, communications, or representations, both written and oral, with respect to this private placement.
- (iv) **Investor acknowledges that the Investor is purchasing the Securities based on the Investor's own assessment and knowledge of the Securities. Investor represents that Investor is sufficiently sophisticated in valuing private securities and making an investment in the Securities.**

(d) Status of Investor.

- (i) Investor has such knowledge, skill, and experience in business, financial, and investment matters that Investor is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of Investor's own professional advisors, to the extent that Investor has deemed appropriate, Investor has made Investor's own legal, tax, accounting, and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. Investor has considered the suitability of the Securities as an investment in light of Investor's own circumstances and financial condition and Investor is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.
- (ii) Investor acknowledges that investment in the Securities is suitable only for persons or entities who can afford to make high-risk investments. Investor understands that the Securities are subject to certain conditions and restrictions and that no market for the Securities is expected to develop. In addition, because of the various risk factors and the relative lack of liquidity of the Securities as compared with other investments, Investor acknowledges that each investor must be of sufficient financial means to afford a complete loss of an investment in, and assume the risks inherent in, the ownership of the Securities. Investor has adequate means of providing for the Investor's current needs and personal contingencies and has no need for liquidity of the Investor's investment in the Securities.
- (iii) If subject to the Employee Retirement Income Security Act ("ERISA"), Investor is aware of and have taken into consideration the diversification requirements of Section 404(a)(3) of ERISA in determining to purchase the Securities and Investor has concluded that the purchase of such Securities is prudent.
- (iv) Investor, if an individual: (A) is at least 21 years of age; (B) has adequate means of providing for Investor's current needs and personal contingencies; (C) has no need for liquidity in Investor's investments; (D) maintains a principal residence at the address shown below; (E) acknowledges that all investments in and commitments to non-liquid investments are, and after Investor's purchase of the Securities will be, reasonable in relation to my net worth and current needs; and (F) any personal financial information

which Investor has provided or subsequently provides does or will accurately reflect Investor's financial condition.

- (v) Investor is sophisticated in business and financial matters generally and in the matter of this investment, and Investor represents and warrants that Investor understands the details of this investment, and that Investor has had the opportunity to ask any and all questions relating to this investment, and has all necessary experience and information to be sophisticated in this investment.
- (vi) Investor understands that no United States federal or state agency, including the Securities and Exchange Commission (the "Commission") and the securities commission of any state, has approved or disapproved the Securities, passed upon or endorsed the merits of the offering or the adequacy of the Offering Documents, or made any finding or determination as to the fairness of the Securities for investment.
- (vii) Investor understands that: (A) the Securities are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state laws; (B) the Issuer is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgements and understandings set forth herein in order to determine Investor's suitability to acquire the Securities; and (C) Investor's subscription and this Subscription Agreement would not be accepted by the Issuer in the absence of such representations, warranties, agreements, acknowledgments, and understandings.
- (viii) Investor represents, warrants and agrees that, if Investor is acquiring the Securities in a fiduciary capacity: (A) the above representations, warranties, agreements, acknowledgements and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit such Securities are being acquired; (B) the name of such person or persons is indicated below under Investor's name; and (C) such further information as the Issuer deems appropriate shall be furnished regarding such person or persons.
- (ix) Investor acknowledges that Investor has been informed that the Issuer has limited operating history, and that an investment in the Issuer involves a high degree of risk which may result in the loss of the total amount of the investment.

- (x) There are no valid claims for brokerage commissions, finder's fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement based on any arrangement or agreement made by Investor or on Investor's behalf.
 - (xi) Investor is an "accredited investor" as such term is defined in Rule 501 under the Securities Act. Investor agrees to provide additional information requested by the Issuer or ODB that may be necessary to verify Investor's "accredited investor" status.
 - (xii) Investor acknowledges and agrees that the Issuer may conduct future offerings, which will dilute the Investor's ownership interest in the Issuer, at its sole discretion without any notice to Investor.
- (e) Restrictions on Transfer or Sale of Securities.
- (i) Investor is acquiring the Securities solely for Investor's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. Investor understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof that depend in part upon the investment intent of Investor and of the other representations made by Investor in this Subscription Agreement. Investor understands that the Issuer is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.
 - (ii) Investor understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the Commission provide in substance that Investor may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, and Investor understands that the Issuer has no obligation or intention to register any of the Investment Shares, or to take action so as to permit sales pursuant to the Securities Act (including Rule 144 thereunder). Accordingly, Investor understands that, under the Commission's rules, Investor may dispose of the Securities principally only in private sales that are exempt from registration under the Securities Act, in which event the transferee will acquire "restricted securities" subject to the same limitations as in the hands of Investor. Further, Investor has been advised that Securities are "restricted securities" and cannot be resold for a period of one year from the time of purchase,

during which time, irrespective of any market that may or may not develop for the Securities, the Investor will not be entitled to liquidate his, her or its investment.

- (iii) Consequently, Investor understands that Investor must bear the economic risks of the investment in the Securities for an indefinite period of time.
- (iv) Investor agrees: (A) that Investor will not sell, assign, pledge, give, transfer, or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable State Securities Laws; and (B) that the Issuer and its representatives and affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.

6. Confidentiality. All information included in the Offering Documents and otherwise furnished in connection with the offering described therein is submitted to Investor on a strictly and permanently confidential basis, except as indicated below or otherwise expressly agreed in writing by the Issuer. Any reproduction or further distribution of any of the Offering Documents or any such information is prohibited, except as permitted by this Section 6. By accepting delivery of the Offering Documents, Investor agrees that neither Investor nor any of Investor's employees, agents, or advisors will use or disclose the Offering Documents or any such information for any purpose other than evaluating the Issuer and the offering of the Securities. Except as indicated below or otherwise expressly agreed by the Issuer, Investor also agrees not to disclose to any person the fact that Investor has received the Offering Documents or any such information or any terms, conditions, or other information with respect to the Issuer. Investor may disclose and discuss the Offering Documents and their contents with Investor's attorneys, tax advisors, financial advisors, and similar professional advisors for the exclusive purpose of evaluating the Issuer and the offering of the Securities described therein so long as such advisors are subject to written or professional obligations to preserve the confidentiality of the Offering Documents and their contents to the same extent as required of Investor under this Section 6. If the Issuer so requests, Investor agrees to promptly return the Offering Documents and all other materials received in connection with the offering described therein (including reproductions thereof and notes relating thereto) without retaining any copies thereof.
7. Conditions to Obligations of the Issuer. The obligation of the Issuer to sell the Securities to Investor are subject to the satisfaction at or prior to the Closing of the following conditions precedent:

- (a) Investor shall have delivered to the Issuer duly executed originals of this Subscription Agreement, verification of the Investor's status as an "accredited investor," by ODB and any other documents, instruments, or agreements reasonably requested by the Issuer or ODB;
 - (b) the representations and warranties of Investor contained in Section 5 hereof and in the Offering Documents shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing; and
 - (c) the Issuer shall have accepted the subscription described in this Subscription Agreement as described in Section 2.
- 8. Obligations of Investor Irrevocable. The obligations of Investor under this Subscription Agreement shall be irrevocable and binding on Investor following the Issuer's acceptance of the subscription pursuant to Section 2.
- 9. Indemnification. Investor acknowledges and understands the meaning and legal consequences of the representations, warranties, agreements, acknowledgments and understandings set forth in this Subscription Agreement and agrees, to the maximum extent allowed by law, to indemnify and hold harmless the Issuer, its directors, officers, stockholders, managers, members, agents, employees, controlling persons, employees and attorneys from and against any and all losses, claims, actions, damages, liabilities, costs or expenses, including but not limited to attorneys' fees and court costs (collectively, "Claims"), to which any of the foregoing persons may become subject (including without limitation Claims under the Securities Act or under State Securities Laws), insofar as such Claims are due to or arise out of or are connected directly or indirectly to any breach of any such representation, warranty, agreement, acknowledgment or understanding made by the Investor, regardless of whether the Claim is brought or caused by the undersigned or another party.
- 10. Limitations on Liability.
 - (a) To the maximum extent permitted by applicable law, the Issuer's aggregate liability arising out of or related to this Subscription Agreement, whether arising out of or related to breach of contract, tort or otherwise, will not exceed the total of the amounts paid to Issuer under this Subscription Agreement, or the sale of Securities, regardless of the form or cause of action, whether based in contract, tort, or any other legal or equitable theory (even if Issuer has been advised of the possibility of such damages and regardless of whether such loss were foreseeable).
 - (b) Neither the Issuer nor its respective affiliates, nor their respective directors, officers, managers, employees, or agents shall be liable for any special, exemplary, punitive, incidental, indirect or consequential damages or lost revenues, lost profits or

diminution in value or any other similar damages or losses, in each case arising out of, relating to or resulting from this Subscription Agreement.

(c) No recourse under or upon any obligation, covenant or agreement contained in this Subscription Agreement shall be held against any past, present or future equity owner, officer, director, manager, member, or employee, of Issuer, its respective affiliates, or any successor thereto, directly or indirectly, under rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being, by acceptance hereof and as part of the consideration of the receipt of Investment Shares, expressly waived and released.

11. Tax Consequences. The purchase and receipt of Securities may have tax consequences for the Investor and the Investor is solely responsible for the Investor's compliance with the Investor's tax obligations. The Issuer will not bear any liability or responsibility with respect to any tax consequences to the Investor.
12. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged, waived, or terminated except by an instrument in writing, signed by the party against whom any modification, change, discharge, waiver, or termination is sought.
13. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof shall be assignable by either the Issuer or Investor without the prior written consent of the other party.
14. Application of Delaware Law; Consent to Jurisdiction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Delaware applicable to agreements made and to be performed entirely within such state other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the state of Delaware. The Investor and the Issuer each agree to the exclusive jurisdiction of any state court in the State of Delaware or federal court in the State of Delaware with respect to any claim or cause of action arising under or relating to this Agreement, and waive personal service of any and all process upon it and consent that all service of process be made by overnight courier (with confirmation of delivery), certified, registered, or priority U.S. mail (return receipt requested), directed to it at its address as set forth on the signature page and service so made shall be deemed to be completed when received. The Investor and the Issuer each waive any objection based on forum non conveniens and waive any objection to venue of any action instituted hereunder. Nothing in this Section shall affect the right of either party to serve legal process in any other manner permitted by applicable law.
15. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INVESTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING

OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

16. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.
17. Electronic Delivery; Counterparts. This Subscription Agreement may be executed and delivered by electronic means and in any number of copies and counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.
18. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail or sent by registered or certified mail, return receipt requested, postage prepaid to Investor at the address indicated on the signature page to this Subscription Agreement and to the Issuer at the following address (or such other address as either party shall have specified by notice in writing to the other):

If to the Issuer:
Circuit City Holdings Inc.
590 Madison Avenue, 21st Floor
New York, NY 10022
Investor.relations@circuitcity.com
19. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
20. Survival. All representations, warranties, and covenants contained in this Subscription Agreement shall survive the following: (a) the acceptance by the Issuer of the subscription described in this Subscription Agreement; (b) changes in the transactions, documents, and instruments described in the Offering Documents that are not material or that are to the benefit of Investor; and (c) the death, disability, incapacity, bankruptcy, or dissolution of Investor, or any event having a similar result.
21. Notification of Changes. Investor hereby covenants and agrees to notify the Issuer upon the occurrence of any event prior to the Closing that would cause any representation, warranty, or covenant of Investor contained in this Subscription Agreement to be false or incorrect.
22. Severability. If any term or provision of this Subscription Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Entire Agreement. This Subscription Agreement and the Offering Documents constitute the entire agreement between the parties with respect to their respective subject matters and supersede all prior agreements, understandings, communications, and representations, both written and oral, with respect to such subject matters.
24. Further Assurances. Investor agrees to promptly execute and deliver to the Issuer such further documents, instruments, and agreements and take such additional actions as may be reasonably requested by the Issuer or its manager to effectuate the purpose and intent of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Investor hereby executes and delivers this Subscription Agreement to the Issuer as of the date set forth below:

INVESTOR:

(Print Investor Name)

(Signature on behalf of Investor)

(Printed name of signor, if different from Investor name above)

(Title of signor on behalf of Investor, if any)

(Date)

Total Investment: \$ _____

Number of Securities: _____

Purchase Price: \$ _____

The offer to purchase the Securities as set forth in this Subscription Agreement is confirmed and accepted by the Issuer effective as of the date set forth below.

ISSUER:

Circuit City Holdings Inc.,
a Delaware corporation

By: _____

Name: Ronny Shmoel

Title: Chief Executive Officer

Date: _____