

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF INTERTAN CANADA LTD. AND
TOURMALET CORPORATION

APPLICANTS

**AFFIDAVIT OF MARK J. WONG
Sale Approval Motion
(Returnable March 9, 2009)**

I, Mark J. Wong, of the Town of Caledon, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am the Vice-President, General Counsel and Secretary of the Applicant, InterTAN Canada Ltd. ("InterTAN"). As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have specifically referred to such sources and verily believe them to be true.

2. This affidavit is sworn in support of a motion for two separate Orders, substantially in the form attached respectively as Exhibit "A" and Exhibit "B". The first Order, is an Order *inter alia*: a) approving an asset purchase agreement by and among 4458729 Canada Inc., (a direct wholly-owned subsidiary of Bell Canada, the "Purchaser"), InterTAN, Circuit City Stores West Coast, Inc. ("West Coast"), Ventoux International, Inc. ("Ventoux") and Bell Canada, which provides for a going concern sale of substantially all of the assets and operations of InterTAN to the Purchaser (the "Asset Purchase Agreement"); and b) vesting all of the purchased assets in the Purchaser free and clear of all encumbrances (the "Approval and Vesting

Order”). InterTAN, Ventoux and West Coast are collectively referred to herein as the “Seller Parties”.

3. The second Order seeks the following relief, in each case as further described below: a) an extension of the Stay Period, as defined in the Amended and Restated Initial Order, from March 31, 2009 until July 3, 2009; b) the approval of the Intercompany Agreement; c) the approval of the Foto Source Settlement Agreement; and d) the sealing of the Confidential Supplement to the Sixth Report of the Monitor, which includes a copy of the complete Asset Purchase Agreement. The Notice of Motion filed in support of this motion also includes a request for this Honourable Court to recognize the U.S. Sale Order (as defined below). The Applicants propose to return to this Honourable Court at a later date to seek an Order recognizing the U.S. Sale Order should the U.S. Sale Order be granted.

Introduction

4. Circuit City Stores, Inc. (“Circuit City”), a publicly-held Virginia corporation, is InterTAN’s ultimate parent company. On November 10, 2008, Circuit City, West Coast, Ventoux and certain of their affiliates (the “U.S. Debtors”) filed for and were granted bankruptcy protection pursuant to Chapter 11 of title 11 of the *United States Code* in the United States Bankruptcy Court for the Eastern District of Virginia (the “Chapter 11 Proceedings”).

5. Also on November 10, 2008, the Applicants commenced an application under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), and were granted an Initial Order (subsequently amended) which provided, *inter alia*, a stay of proceedings in favour of the Applicants (the “CCAA Proceeding”). I provided an affidavit, sworn November 10, 2008, in support of the Applicants’ CCAA Application (the “Initial Wong Affidavit”). A copy of the Initial Wong Affidavit (without exhibits) is attached as Exhibit “C”. A copy of the Amended and Restated Initial Order is attached as Exhibit “D”.

6. Pursuant to the Amended and Restated Initial Order, Alvarez & Marsal Canada, ULC was appointed as monitor (“Monitor”) of the Applicants pursuant to the CCAA.

7. On December 5, 2008, the Applicants brought a motion for the approval of a sale process (the “CCAA Sale Process”) and the extension of the Stay Period (as defined in the Amended and Restated Initial Order) until January 30, 2009. At the December 5, 2008 hearing,

the Court granted an order approving, among other things, the CCAA Sale Process (the "Sale Process Order"). A copy of the Sale Process Order is attached as Exhibit "E". The Sale Process Order authorized and directed InterTAN, InterTAN's investment bankers, N M Rothschild & Sons Canada Securities Limited ("Rothschild Canada"), and the Monitor to "take such actions as are required to complete the CCAA Sale Process". It also stipulated the following timeline for the CCAA Sale Process:

- (a) preliminary non-binding indications of interest (the "Indicative Bids") shall be provided by potential purchasers by no later than 5:00 pm Toronto time on December 17, 2008;
- (b) potential purchasers who are invited to participate in the next phase of the sale process, and wish to proceed, shall provide firm proposals, together with a mark-up of the draft purchase and sale agreement, by no later than 5:00 pm Toronto time January 15, 2009; and
- (c) the Applicants will then seek any further relief necessary from this Court to implement any sale transaction.

8. On January 14, 2009, the Applicants obtained an order extending the date for prospective purchasers to provide firm proposals and mark-ups of the draft purchase and sale agreement from January 15, 2009 to January 23, 2009 (the "Extension Order"). A copy of the Extension Order is attached as Exhibit "F".

Marketing and Sales Efforts

9. Circuit City and InterTAN had previously explored the option of selling all or a portion of InterTAN's business. In early 2008, Circuit City considered its strategic alternatives with respect to InterTAN, and engaged Goldman, Sachs & Co. ("Goldman") as its financial advisor to canvass the market with a view to pursuing a potential divestiture transaction. Goldman prepared disclosure and marketing materials concerning the business that were distributed to potential strategic and financial purchasers that entered into a confidentiality agreement with Circuit City (the "Initial Process"). Although Goldman received significant expressions of interest from potential purchasers interested in an acquisition transaction concerning the business of InterTAN as a stand-alone entity, no transaction was completed.

10. During the Chapter 11 Proceedings and this CCAA Proceeding, Rothschild Canada, together with its U.S. affiliate, Rothschild, Inc. (collectively, "Rothschild") pursued a

“two-track” sale process as a restructuring alternative whereby potential purchasers would be able to: a) pursue a transaction involving the acquisition of InterTAN as part of an acquisition of Circuit City’s global operations; or b) pursue a transaction involving the acquisition solely of InterTAN. As Circuit City’s U.S. operations are being liquidated, there is no longer an opportunity for InterTAN to be sold as part of a sale of Circuit City’s global operations.

11. Pursuant to the CCAA Sale Process, Rothschild worked closely with InterTAN’s management team and InterTAN’s financial advisor, FTI Consulting, Inc. (“FTI Consulting”), to market InterTAN’s business. The CCAA Sale Process built on the Initial Process. Rothschild developed a comprehensive list of potential purchasers located in the U.S., Canada and elsewhere, including certain potential purchasers that had expressed an interest in the business of InterTAN during the Initial Process, as well as other potential strategic and financial purchasers who, in the opinion of Rothschild, may have been interested in a possible transaction involving the business of InterTAN. In total, Rothschild contacted 87 potential purchasers, including 21 potential strategic purchasers and 66 potential financial purchasers.

12. Rothschild also worked closely with InterTAN’s management team to create marketing documents for the business of InterTAN including a “Teaser” and a comprehensive management presentation. The Teaser provided a high-level overview of the business of InterTAN and was designed to assist potential purchasers in determining whether or not to proceed with an in-depth investigation of the acquisition opportunity. Of the 87 potential purchasers contacted by Rothschild, 45 potential purchasers expressed further interest in an acquisition opportunity involving the InterTAN business. Teasers were distributed to these 45 potential purchasers.

13. A confidential online data room was set up containing information that would be pertinent to a potential purchaser including: financial, operational, leasehold and other relevant information (the “InterTAN Data Room”). Potential purchasers that expressed interest and executed a non-disclosure agreement in connection with the CCAA Sale Process were granted access to the InterTAN Data Room. InterTAN or Circuit City entered into non-disclosure agreements with 31 potential purchasers interested in a transaction involving InterTAN or its business, and these potential purchasers were granted access to the InterTAN Data Room.

Throughout the CCAA Sale Process, Rothschild and InterTAN worked with FTI Consulting and InterTAN's legal advisors to update the InterTAN Data Room.

14. InterTAN's management team, together with Rothschild Canada, met with and delivered management presentations to eight potential purchasers. These management presentations provided the opportunity for potential purchasers to ask Rothschild Canada and InterTAN management specific questions about the business.

15. InterTAN received a total of eleven Indicative Bids from prospective purchasers. Rothschild reviewed all of the Indicative Bids and discussed them with InterTAN's shareholder. Subsequently, in consultation with the Monitor, Rothschild chose to continue negotiations with certain potential purchasers (the "Potential Purchasers") in the CCAA Sale Process. On January 9, 2009, Rothschild sent a letter via email to all of the Potential Purchasers attaching a copy of a proposed version of an Asset Purchase Agreement (the "Proposed Sale Agreement"), developed by the Applicants, Rothschild and the Monitor. A copy of the Rothschild letter (without attachments) is attached as Exhibit "G".

16. InterTAN received four formal bids from interested parties (the "Formal Bidders") which included mark-ups of the Proposed Sale Agreement. Rothschild, in consultation with the Monitor, proceeded to discuss each formal bid with each of the Formal Bidders in an attempt to reach an agreement to sell the business as a going concern and to secure the best possible transaction for the sale of InterTAN's business in the circumstances.

The Bell Canada Bid

17. The Purchaser made a formal bid for the InterTAN business in the CCAA Sale Process (the "Bell Canada Bid"). Ron Cuthbertson, the former President of InterTAN, is involved in the Bell Canada Bid. As reported in the Third Report of the Monitor dated January 10, 2009, Mr. Cuthbertson resigned as President of InterTAN on December 17, 2008 upon advising InterTAN that he was considering becoming a bidder in the CCAA Sale Process.

18. I am advised by Peter Teti, a Director of Rothschild Canada, and believe that it is Rothschild's view that the Bell Canada Bid was the best overall bid received, both in terms of the proposed purchase price for the InterTAN business and with respect to certainty of the Purchaser's ability to close the transaction. On February 23, 2009, as a result of extensive,

around-the-clock, arm's length negotiations, the Asset Purchase Agreement was finalized. The Monitor and/or its counsel were present throughout the negotiations. InterTAN has executed the Asset Purchase Agreement which is subject to the approval of this Honourable Court. A complete copy of the Asset Purchase Agreement will be attached as an appendix to the Confidential Supplement to the Sixth Report of the Monitor (the "Confidential Supplement") that will be provided to this Honourable Court and that is subject to a request for a sealing order. The Asset Purchase Agreement contemplates the sale of substantially all of the assets and business operations of InterTAN to the Purchaser.

19. The Sixth Report of the Monitor filed in support of the Approval and Vesting Order contains a summary of the key terms and conditions of the Asset Purchase Agreement. Certain of the key terms are discussed in further detail in this affidavit.

20. The Confidential Supplement provides further details concerning the other offers received by InterTAN for its business. It also provides further details concerning the Asset Purchase Agreement, including details concerning the purchase price payable by the Purchaser and other commercially sensitive information. In order to preserve the integrity of the CCAA Sale Process as well as certain commercially sensitive information contained in the Asset Purchase Agreement, it is proposed that the Confidential Supplement should remain sealed until further Order of the Court.

The Asset Purchase Agreement

21. The Asset Purchase Agreement provides that InterTAN shall sell all of its undertaking, property, assets, interests and rights of every kind, other than certain excluded assets (the "Seller Assets"), to the Purchaser. In addition, the Purchaser has agreed to assume a number of InterTAN's liabilities.

22. Bell Canada is a signatory to the Asset Purchase Agreement and has guaranteed the performance by the Purchaser of its obligations thereunder. The Seller Parties are not bound to seek recourse against the Purchaser before enforcing the guarantee obligations of Bell Canada.

23. The Asset Purchase Agreement provides for a deposit in the amount of \$15 million (the "Deposit") to be deposited with the Monitor as escrow agent. The Monitor has

received the Deposit in trust to be held pending the closing of the transaction pursuant to an escrow agreement, executed by InterTAN, the Purchaser and the Monitor.

24. West Coast, a U.S. Debtor, is the owner of certain trade-marks and other intellectual property used in the day-to-day operations of InterTAN, including "The Source" and "The Source by Circuit City", which is the name under which InterTAN operates. The Asset Purchase Agreement provides that West Coast shall sell and/or license certain trade-marks owned by West Coast and used in InterTAN's business (the "Trade-marks") to the Purchaser.

25. As set out in the Initial Wong Affidavit, InterTAN sources private label products from factories in Asia and leverages an indirect subsidiary of Circuit City, Circuit City Global Sourcing, Limited ("CCGS"), which has offices in Hong Kong, Shenzhen, China and Taipei, Taiwan for sourcing, merchandising and quality control. Ventoux is a wholly-owned subsidiary of Circuit City and is the owner of all of the issued and outstanding shares of CCGS. The Asset Purchase Agreement provides that Ventoux shall sell all of the shares of CCGS to the Purchaser.

26. The Asset Purchase Agreement provides that closing of the sale transaction (the "Closing") will occur on the date (the "Closing Date") that is: (a) the later of: i) June 30, 2009; and ii) the date that is two business days after the day on which all of the closing conditions set forth in the Asset Purchase Agreement have been satisfied or have been waived by the appropriate party, other than certain conditions that are to be satisfied at the Closing, or b) such other date as may be agreed to in writing by the parties. The outside date for the Closing is July 31, 2009, subject to extension to September 30, 2009 in accordance with the terms of the Asset Purchase Agreement.

27. The Asset Purchase Agreement includes restrictions on InterTAN incurring indebtedness and engaging in other operational changes during the interim period prior to Closing. InterTAN has also agreed to provide the Purchaser with information concerning its business during the period prior to the Closing. InterTAN has agreed to consult in good faith on not less than a weekly basis with a designated representative of the Purchaser to report material operational developments and the general status of ongoing operations of InterTAN's business, and to provide a reasonable opportunity for such designated representative to attend (as an observer) regular and other meetings of InterTAN's management team.

28. The Seller Parties have agreed that they will immediately cease any existing discussions with persons other than the Purchaser with respect to a purchase, sale, license or transfer of the assets to be sold under the Asset Purchase Agreement, other than the sale of inventory in the ordinary course of business. Further, the Seller Parties have agreed that, until the earlier of the termination of the Asset Purchase Agreement or the Closing Date, they will not, directly or indirectly, solicit offers for InterTAN's business or the assets to be sold under the Asset Purchase Agreement. This obligation does not restrict any of the Seller Parties from complying with their respective disclosure obligations to the Monitor, the unsecured creditors committee in the Chapter 11 Proceedings, this Honourable Court or the U.S. Bankruptcy Court.

A. Employees

29. The Asset Purchase Agreement provides for the assumption by the Purchaser of all of the employees of InterTAN on Closing as follows:

- (a) the Purchaser shall assume the written employment agreements for each of InterTAN's "Executive Employees";
- (b) the Purchaser shall offer employment to all of InterTAN's "Non-Executive Employees" on substantially similar, and no less favourable in the aggregate, terms as those in effect immediately prior to Closing. InterTAN and the Purchaser have agreed to exercise reasonable efforts to persuade the Non-Executive Employees to accept such offers of employment; and
- (c) the Purchaser shall assume the Collective Agreement applicable to InterTAN's unionized workers at its Barrie warehouse.

B. Real Property Leases

30. The Asset Purchase Agreement provides that the Purchaser has agreed to assume the "Assumed Liabilities" (discussed below), which include all post-Closing liabilities of InterTAN under the "Contracts" that are assigned to the Purchaser and that are not "Excluded Assets". None of the real property leases are "Excluded Assets", and thus the Asset Purchase Agreement does not require the repudiation of any real property leases and represents an offer for the entire footprint of "The Source" locations. A condition to Closing is that InterTAN shall

have obtained landlord consents for the assignment to the Purchaser of a specified number of InterTAN's real property leases, including certain leases which are specified in the Asset Purchase Agreement.

C. Excluded Assets

31. The Asset Purchase Agreement provides, *inter alia*, that certain of the property and assets of InterTAN will not be acquired by the Purchaser pursuant to the Asset Purchase Agreement (the "Excluded Assets"). A summary of the Excluded Assets is as follows:

- (a) certain cash;
- (b) insurance policies;
- (c) refundable taxes;
- (d) minute books and tax records;
- (e) accounts receivable from Circuit City or any affiliate of Circuit City;
- (f) credit card receivables in respect of sales during any period ending on or prior to the time of Closing;
- (g) any and all contracts between InterTAN and its affiliates;
- (h) any shares or securities owned by InterTAN;
- (i) the purchase agreement dated November 28, 2002 between InterTAN and StarChoice Communications and all accounts receivable and inventory purchased in respect thereof; and
- (j) all accounts receivable that may be offset against any liability related to a contract in respect of goods and/or services supplied to InterTAN's business prior to November 10, 2008 that remain outstanding as of the Closing Date.

D. Assumed Liabilities

32. Pursuant to the Asset Purchase Agreement, at Closing, the Purchaser shall assume the "Assumed Liabilities". A summary of these liabilities (which specifically do not include the "Excluded Liabilities" discussed below) is as follows:

- (a) operating expenses relating to InterTAN's business incurred by InterTAN in the ordinary course of business at a given date which are not yet due and payable at such date (to the extent recorded on InterTAN's books), including:
 - (i) expenses for the receipt of goods and services;
 - (ii) accruals for vacation pay and employee bonuses for the "Assumed Employees";
 - (iii) amounts paid to InterTAN as deposits in respect of inventory shrinkage and other potential losses by InterTAN's Joint Venture Managers, together with all amounts held back by InterTAN from the Joint Venture Managers and added to such amounts;
 - (iv) customer rebates and allowances for product returns and product warranty claims; and
 - (v) gift cards or similar customer vouchers or certificates;
- (b) specified accounts payable as at the Closing Date;
- (c) liabilities for "Assumed Employees" which have been recorded on InterTAN's books to the extent not payable on or prior to the Closing Date and all liabilities to the "Assumed Employees" following the Closing Date;
- (d) InterTAN's "Benefit Plans" and all of InterTAN's rights, obligations and liabilities under and in relation to the "Benefit Plans";
- (e) liabilities for product warranty service claims made in connection with InterTAN's extended warranty program;

- (f) post-Closing liabilities under contracts, agreements and leases (that are not Excluded Assets) that are assigned to the Purchaser; and
- (g) post-Closing liabilities under all licenses, permits, authorizations and approvals issued to InterTAN by government authorities which are necessary to conduct InterTAN's business, or to use, operate and enjoy the Seller Assets and that are assigned to the Purchaser.

E. Excluded Liabilities

33. Other than the assumed liabilities set out in the immediately preceding paragraph, no other liabilities of InterTAN or with respect to its business or assets are being assumed by the Purchaser. A summary of the "Excluded Liabilities" is as follows:

- (a) income, capital or capital gains taxes or taxes on InterTAN's profits;
- (b) taxes in respect of InterTAN's business or the Seller Assets for any period ending on or prior to the time of Closing;
- (c) taxes collected or collectible by InterTAN for any period ending on or prior to the time of Closing, whether or not remitted by InterTAN prior to the time of Closing;
- (d) liabilities related to the Excluded Assets;
- (e) intercompany payables owing to Circuit City or its affiliates;
- (f) professional fees and expenses incurred by InterTAN in connection with the CCAA Proceeding or the sale of InterTAN's business;
- (g) liabilities of InterTAN under the Asset Purchase Agreement;
- (h) indebtedness or guarantees of indebtedness for borrowed money, including those relating to, arising under or incurred in connection with the DIP Facility;

- (i) liabilities arising from any violation or alleged violation of the law or breach or alleged breach of any contract, order or decree;
- (j) liabilities relating to claims for breach of any express or implied warranty, personal injury, damage to property or other loss based upon or arising out of the sale and distribution of products or the provision of services by InterTAN prior to the time of Closing;
- (k) liabilities with respect to any employees owing and payable up to and including the Closing Date, and to any employee who does not accept the Purchaser's offer of employment, including, pay in lieu of notice, termination pay and severance pay;
- (l) any liabilities of InterTAN or amounts owing by InterTAN under any contract in respect of any goods and/or services supplied to the InterTAN business prior to November 10, 2008 that remain outstanding as of the Closing Date;
- (m) liabilities arising as a result of any legal action initiated at any time on or prior to the Closing, to the extent related to InterTAN, the assets or InterTAN's business;
- (n) any amounts of basic rent and/or additional rent payable under the real property leases for InterTAN's stores accruing in or related to periods prior to or ending on Closing Date; and
- (o) liabilities in respect of the charges created by the Amended and Restated Initial CCAA Order.

F. Conditions of Closing

34. A summary of the principal conditions of Closing (in addition to the condition concerning the assignment of real property leases referred to above) include:

- (a) each of the representations and warranties of the parties shall be true and correct in all material respects;

- (b) the parties shall have performed and complied in all material respects with all obligations required by the Asset Purchase Agreement, and shall have delivered or caused to be delivered the various closing documents required to be delivered under the Asset Purchase Agreement;
- (c) clearance under the *Competition Act* R.S., 1985, c. C-34 shall have occurred;
- (d) the Settlement and Coexistence Agreement between Foto Source Canada Inc. ("Foto Source"), InterTAN, and West Coast, made as of February 20, 2009 (the "Foto Source Settlement Agreement"), shall have received all necessary approvals of this Court and the U.S. Bankruptcy Court, and the settlement amount under the Settlement Agreement shall have been paid to Foto Source;
- (e) the pending Canadian trade-mark applications for "The Source by Circuit City" (application number 1,252,450) and The Source by Circuit City & Design (application number 1,253,279) shall have been withdrawn;
- (f) no legal action shall be pending in any jurisdiction to enjoin or prohibit any of the transactions contemplated by the Asset Purchase Agreement;
- (g) an order of the U.S. Bankruptcy Court (the "U.S. Sale Order") in a form reasonably acceptable to the Purchaser which, *inter alia* (i) authorizes InterTAN, Inc.'s authorization of InterTAN's sale of its assets pursuant to the Asset Purchase Agreement; and (ii) approves the Asset Purchase Agreement as it relates to Ventoux and West Coast shall be effective and not stayed, and any appeal of the U.S. Sale Order shall have been resolved or the time for appeal of the U.S. Sale Order shall have expired and no stay pending appeal of the U.S. Sale Order nor a motion for rehearing or certiorari shall have been requested or issued; and
- (h) the Approval and Vesting Order shall have been issued and entered and remain unamended, and shall not have been varied or set aside or be

subject to any stay or rights of appeal, and the appeal period shall have expired.

G. Trade-marks and West Coast Transaction

35. On the Closing Date, West Coast shall deliver or cause to be delivered to the Purchaser the following documents, executed by West Coast or any other designated transferor:

- (a) a sale and transfer agreement in respect of the Trade-marks to be assigned to the Purchaser; and
- (b) a license agreement in respect of the Trade-marks to be licensed to the Purchaser.

36. West Coast has also agreed that if, prior to the Closing Date, it assigns or transfers all or any part of its interest in the Trade-marks to be licensed to the Purchaser, it will only do so with a condition that for a one-time payment of \$100, the transferee will grant West Coast an exclusive, royalty-free license (in accordance with the terms set forth in the license agreement attached to the Asset Purchase Agreement) to use such Trade-marks in Canada, which license shall be assigned to the Purchaser at Closing or if West Coast otherwise makes arrangements satisfactory to the Purchaser, acting reasonably, to ensure that the Purchaser obtains on Closing an exclusive, royalty free license to the Trade-marks on the same terms and conditions of the license agreement attached to the Asset Purchase Agreement. This provision has been included in the Asset Purchase Agreement in the event that West Coast enters into a transaction for the Trade-marks as part of the Chapter 11 Proceedings.

37. Immediately following the Closing Date, InterTAN shall discontinue the use of the name "The Source by Circuit City".

H. Rogers Contract

38. Under the Asset Purchase Agreement, InterTAN has agreed that it shall not extend, renew or otherwise modify or amend the Amended and Restated Mall Stores Operating and Marketing Agreement among InterTAN, InterTAN, Inc., Rogers Wireless Inc. and Rogers Wireless Communications Inc. (collectively, "Rogers"), dated June 21, 2001, as amended (the "Rogers Contract").

39. The Asset Purchase Agreement provides that InterTAN and the Purchaser shall use commercially reasonable efforts to obtain, prior to April 30, 2009, all such consents as may be required to assign the Rogers Contract to the Purchaser on Closing, including the consent of Rogers. Under the terms of the Asset Purchase Agreement, any consent to the assignment of the Rogers Contract to the Purchaser must be on terms and conditions as are acceptable to the Purchaser in its reasonable discretion, which terms and conditions shall include such confirmations from Rogers and/or amendments to the Rogers Contract as may be determined by the Purchaser to be necessary or desirable in its reasonable discretion. The Purchaser has agreed, however, that it shall not be entitled to stipulate, as a term and condition of assignment of the Rogers Contract (which assignment requires the consent of Rogers), that the term expire prior to December 31, 2009 (the expiration date of the Rogers Contract), that the distribution relationship contemplated by the Rogers Contract be non-exclusive or that Rogers agree to material changes to the material financial terms of the Rogers Contract. The Purchaser has also agreed that it will, in connection with any assignment of the Rogers Contract, agree to such commercially reasonable information sharing procedures as may be reasonably requested by Rogers that limit the nature and scope of the information relating to the Rogers Contract that may be provided by the Purchaser to its affiliates.

40. If the required consents to the assignment of the Rogers Contract are not obtained, on or prior to April 30, 2009, on the terms and conditions contemplated by the Asset Purchase Agreement, the Rogers Contract and all related Contracts, as well as all rights thereunder, all accounts receivable due to InterTAN in respect thereof and the inventory of products purchased in connection with the Rogers Contract and all related Contracts, will become Excluded Assets, and the Purchaser shall assume no liability or obligations with respect thereto.

41. If the Rogers Contract is not assigned to the Purchaser, the Asset Purchase Agreement provides that the confidential information of Rogers is and shall remain confidential and shall not be disclosed, transferred or assigned to the Purchaser in any manner whatsoever.

The Asset Purchase Agreement is the Best Transaction Available to InterTAN

42. The proposed sale to the Purchaser, as guaranteed by Bell Canada, has the benefit of preserving the InterTAN business as a going concern, which includes the consequential benefits of:

- (a) preserving the jobs of InterTAN's employees who accept an offer of employment from the Purchaser;
- (b) providing for an ongoing distribution channel in the Canadian consumer electronics market;
- (c) preserving customer programs such as warranties and gift cards;
- (d) including an offer for all of InterTAN's real property leases that are assigned to the Purchaser in accordance with the terms of the Asset Purchase Agreement; and
- (e) generally minimizing restructuring claims that may result from a transaction for InterTAN's business.

43. I am advised by Peter Teti and believe that the Asset Purchase Agreement represents the best possible transaction in the circumstances for the benefit of InterTAN's stakeholders.

Foto Source Settlement Agreement

44. The Foto Source Settlement Agreement was entered into as of February 20, 2009. The Foto Source Settlement Agreement settles a trade-mark infringement action (the "Trade-mark Action") brought in the Federal Court by Foto Source against InterTAN and West Coast, arising out of InterTAN's use in Canada of West Coast's family of "SOURCE" trade-marks, as well as various trade-mark opposition proceedings and proceedings under section 45 of the *Trade-marks Act* (collectively, the "Trade-marks Proceedings"). A copy of the Foto Source Settlement Agreement is attached as Exhibit "H".

45. As noted above, it is a condition to Closing under the Asset Purchase Agreement that any necessary court approvals with regard to the Foto Source Settlement Agreement must be obtained.

46. Set out below is an overview of some of the principal provisions of the Foto Source Settlement Agreement:

- (a) the total settlement amount to be paid by InterTAN to Foto Source is \$500,000. Of this amount, \$50,000 is effectively a non-refundable deposit, which has been paid. If InterTAN pays the balance, namely \$450,000, on or before September 30, 2009, the provisions of the agreement relating to coexistence and settlement of the Trade-mark Action and Trade-mark Proceedings immediately become effective. Alternatively, if InterTAN does not pay the \$450,000, by the specified deadlines, these provisions never become effective;
- (b) with respect to coexistence, for trade-marks that include "SOURCE", the agreement sets out what trade-marks Foto Source on the one hand, and InterTAN and West Coast on the other, can and cannot use. In general terms:
 - (i) Foto Source can use the trade-marks "FOTO SOURCE", "YOUR DIGITAL SOURCE" and any other trade-marks that include these words together;
 - (ii) subject to certain exceptions, Foto Source will not use any trade-mark that includes "SOURCE" unless it is preceded by "FOTO";
 - (iii) InterTAN can use all other trade-marks that incorporate "SOURCE", subject to certain limited exceptions (which relate primarily to trade-marks that include "SOURCE" along with "FOTO", "PHOTO" or "DIGITAL"); and
 - (iv) Foto Source, InterTAN and West Coast will not use "GET IT RIGHT, FROM THE SOURCE" or "GET IT RIGHT FROM THE SOURCE";
- (c) an order will be sought, on consent, dismissing the Trade-mark Action without costs;
- (d) the Trade-mark Proceedings will be withdrawn; and

- (e) the agreement may be assigned without consent, including by InterTAN to a purchaser of some or all of its assets and by West Coast to an assignee of certain of its trade-marks.

47. The completion of the Foto Source Settlement Agreement is a condition precedent to closing the Sale Transaction and it is InterTAN's belief that it is fair and reasonable in the circumstances.

Intercompany Agreement

48. On February 23, 2009, InterTAN also entered into an Intercompany Agreement with Circuit City, West Coast and Ventoux (the "Intercompany Agreement"). A copy of the Intercompany Agreement is attached as Exhibit "I".

49. Under the Intercompany Agreement, InterTAN agrees that, upon Closing, it shall make a payment of no more than the Canadian Dollar equivalent of US\$15 million in the aggregate (less any applicable withholding taxes in respect of the licensed Trade-marks) to West Coast and/or Ventoux and/or as they may otherwise so direct in writing, as consideration for the Purchaser's acquisition and/or licence of the Trade-marks from West Coast and the shares of CCGS owned by Ventoux. Pursuant to the Asset Purchase Agreement, West Coast and Ventoux shall receive in the aggregate the Canadian dollar equivalent of US\$15 million.

50. The payment of US\$15 million in respect of the Trade-marks owned by West Coast and the shares of CCGS owned by Ventoux was the result of negotiations between Circuit City and InterTAN with the participation of the Monitor. The Purchaser required that the Trade-marks be transferred or licensed pursuant to the Asset Purchase Agreement and that it receive the shares of CCGS as part of any transaction. Thus, the transaction could not be completed without West Coast and Ventoux agreeing to sell and/or license the assets being transferred by those parties pursuant to the Asset Purchase Agreement. Based on the costs inherent in: (a) an immediate re-branding of "The Source" stores (which would be required if the Trade-marks were not conveyed or licensed to the Purchaser); and (b) the Purchaser being required to create its own sourcing network in Asia, I believe, on the advice of Rothschild Canada and FTI Consulting, that the US\$15 million payment to West Coast and Ventoux is fair and reasonable in the circumstances.

51. Furthermore, pursuant to the Intercompany Agreement, InterTAN has agreed to make a \$35 million loan (the "Loan") out of the proceeds of sale received from the Purchaser to Circuit City, on terms that are satisfactory to Circuit City, InterTAN and the Monitor, and subject to the following conditions precedent:

- (a) the Intercompany Agreement shall be approved by the U.S. Bankruptcy Court;
- (b) the Intercompany Agreement shall be approved by this Honourable Court in the CCAA Proceeding;
- (c) Circuit City shall provide both InterTAN and the Monitor with cash flows demonstrating that the amount of the Loan is necessary to assist Circuit City to conclude the wind down of its operations;
- (d) both InterTAN and the Monitor shall be satisfied with the mechanics and timing for repayment of the Loan and the ability of Circuit City to fully repay the Loan;
- (e) InterTAN and Circuit City shall enter into a loan agreement, or Circuit City shall provide InterTAN with a promissory note to evidence the Loan, and Circuit City shall cause any of its subsidiaries and affiliates to provide any guarantee reasonably requested by InterTAN and the Monitor with respect to the Loan;
- (f) Circuit City's obligation to repay the Loan, and the guarantee of repayment of the Loan by Circuit City's affiliates and subsidiaries, shall be secured by all the property, assets and undertaking of Circuit City and its subsidiaries or affiliates, as applicable (the "Security");
- (g) the Security (and the priority of such Security) shall be satisfactory to InterTAN and the Monitor, acting reasonably, and be approved on notice to all affected creditors in both the CCAA Proceeding and the Chapter 11 Proceedings; and

- (h) Circuit City shall provide satisfactory evidence to both InterTAN and the Monitor showing that the property, assets and undertaking of Circuit City and its subsidiaries and affiliates pledged as Security to InterTAN to secure the obligation for repayment of the Loan are adequate and sufficient to secure full payment of the Loan.

all as more particularly set out in the Intercompany Agreement.

52. The Monitor was consulted with respect to, and provided input on, the form of the Intercompany Agreement. As both InterTAN and the Monitor must agree to the terms, Security and conditions surrounding the proposed Loan to Circuit City, it is InterTAN's belief that the Intercompany Agreement is fair and reasonable in the circumstances and is consistent with the Monitors' requests in these proceedings concerning the terms of any loan that may be made by InterTAN to Circuit City.

Stay Period Extension

53. InterTAN has been acting, and continues to act in good faith and with due diligence in these CCAA Proceedings. As set out herein, InterTAN has now entered into the Asset Purchase Agreement; a definitive agreement to sell its business as a going concern.

54. The Stay Period granted under the Initial Order, and extended under the Sale Process Order and the Extension Order, currently expires on March 31, 2009.

55. The Applicants are requesting an extension of the Stay Period until July 3, 2009. The requested stay extension corresponds with the Closing Date (unless changed pursuant to the terms of the Asset Purchase Agreement) and will allow the Applicants to proceed to close the transactions contemplated by the Asset Purchase Agreement and achieve a going concern solution for InterTAN and its stakeholders.

56. A copy of the Applicants' cash flow projections that extend until the week of June 28, 2009 (the "Cash Flows") are attached as Exhibit "J". The Cash Flows were previously provided to this Honourable Court in conjunction with the Applicants' motion to approve the Third Amendment to the DIP Facility (as defined in the Amended and Restated Initial Order), and show a continued need for the Applicants' debtor-in-possession financing, with maximum


DIP borrowings projected to be approximately CDN\$32.3 million during the week of June 7, 2009. As the DIP Facility provides for a US\$40 million commitment to InterTAN, the Cash Flows project that InterTAN will have sufficient liquidity to continue its operations and proceed to close the transactions set out in the Asset Purchase Agreement during the requested stay period.

SWORN BEFORE ME at the CITY of
Toronto, in the Province of Ontario, this
2nd day of March, 2009.

Commissioner for Taking Affidavits
GILLIAN SG SLOTT

MARK J. WONG

THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF MARK J. WONG,
SWORN BEFORE ME
ON THIS 2ND DAY OF MARCH, 2009


A COMMISSIONER FOR TAKING AFFIDAVITS
GILLIAN SCOTT

SETTLEMENT AND COEXISTENCE AGREEMENT

THIS AGREEMENT is made as of February 20, 2009

BETWEEN:

FOTO SOURCE CANADA INC., a company incorporated pursuant to the laws of the Province of Ontario, having its principal office at 2333 Wyecroft Road, Oakville, Ontario, Canada

- and -

INTERTAN CANADA LTD., a corporation incorporated pursuant to the laws of the Province of Ontario, having its principal office at 279 Bayview Drive, Barrie, Ontario, Canada

- and -

CIRCUIT CITY STORES WEST COAST, INC., a corporation incorporated pursuant to the laws of the State of California, having its principal office at 9520 Sheridan Boulevard, Westminster, Colorado, U.S.A.

RECITALS:

- A. Unless otherwise indicated, all capitalized terms have the meanings ascribed to them in paragraph 1 below.
- B. By entering into this Agreement, Foto Source, InterTAN and CCSWC intend to fully and finally settle all issues arising from, or in any way related to the Action.

THEREFORE, the parties agree as follows:

- 1. Whenever used in this Agreement, the following words and terms shall have the meanings set out below:
 - (a) **"Action"** means the action commenced in the Federal Court of Canada by Foto Source against InterTAN and Circuit City under Court File No. T-2243-06.
 - (b) **"CCSWC"** means Circuit City Stores West Coast, Inc.

- (c) **"CCSWC Marks"** means the trade-mark THE SOURCE and any other word or design trade-mark which includes the word SOURCE (other than the Foto Source Marks and the trade-marks prohibited in paragraph 8 below), and includes the following trade-marks:
- (i) THE SOURCE BY CIRCUIT CITY which is the subject matter of Canadian trade-mark application number 1252450;
 - (ii) THE SOURCE BY CIRCUIT CITY & DESIGN which is the subject matter of Canadian trade-mark application number 1253279;
 - (iii) SOURCE REWARDS which is the subject matter of Canadian trade-mark application number 1385275;
 - (iv) THE SOURCE which is the subject matter of Canadian trade-mark application number 1372924; and
 - (v) THE SOURCE & DESIGN which is the subject matter of Canadian trade-mark application number 1372925.
- (d) **"CCSWC Releasees"** means CCSWC, and any related and affiliated corporations and entities, and all successors and assigns (including, for greater certainty, any assignee of the CCSWC Marks), as the case may be, and all of the officers, directors, employees and agents, as the case may be, of any of the foregoing.
- (e) **"CIPO"** means the Canadian Intellectual Property Office and includes the Trade-marks Office.
- (f) **"Claims"** means any claims, actions, causes of action, damages, losses, debts, demands and liabilities of absolutely any kind whatsoever, whether known or not, contingent or otherwise, that a party ever had, now has or may hereinafter have in respect of any matter existing as of the present in any way relating to the CCSWC Marks, the Foto Source Marks or the issues raised in the Action and including oppositions or Section 45 Proceedings that have been or could have been commenced before CIPO in relation to the CCSWC Marks or the Foto Source Marks.
- (g) **"Deposit Deadline"** means 5:00 p.m. Eastern Standard Time on the fifth business day following the execution of this Agreement by all parties.
- (h) **"Foto Source"** means Foto Source Canada Inc.
- (i) **"Foto Source Releasees"** means Foto Source, and any related and affiliated corporations and entities, and all successors and assigns (including, for greater certainty, any assignee of the Foto Source Marks), as the case may be, and all of the officers, directors, employees and agents, as the case may be, of any of the foregoing.
- (j) **"Foto Source Marks"** means the trade-marks FOTO SOURCE and YOUR DIGITAL SOURCE, and any word or design trade-mark which includes FOTO

SOURCE or YOUR DIGITAL SOURCE, and includes the following trade-marks:

- (i) FOTO SOURCE DESIGN, which is the subject matter of Canadian trade-mark registration number TMA462312 and application number 0752606-01 amending TMA462312;
 - (ii) FOTO SOURCE, which is the subject matter of Canadian trade-mark registration number TMA467248 and application number 0752605-01 amending TMA467248;
 - (iii) FOTO SOURCE & LOGO DESIGN which is the subject matter of Canadian trade-mark registration number TMA725112;
 - (iv) DESIGN ICON which is the subject matter of Canadian trade-mark registration number TMA467035;
 - (v) YOUR DIGITAL SOURCE & DESIGN which is the subject matter of Canadian trade-mark registration number TMA622437 and application number 1174850-01 amending TMA622437;
 - (vi) YOUR DIGITAL SOURCE which is the subject matter of Canadian trade-mark application number 1319511; and
 - (vii) LE SPÉCIALISTE DU NUMÉRIQUE & DESIGN which is the subject matter of Canadian trade-mark registration number TMA622328.
- (k) **"GET IT RIGHT Marks"** means the trade-mark GET IT RIGHT, FROM THE FOTO SOURCE and the trade-mark GET IT RIGHT, FROM FOTO SOURCE.
- (l) **"InterTAN"** means InterTAN Canada Ltd.
- (m) **"InterTAN Releasees"** means InterTAN, and any related and affiliated corporations and entities, as the case may be, and all of the officers, directors, employees and agents, as the case may be, of any of the foregoing.
- (n) **"Phase Out Deadline"** means 1 year from the date on which InterTAN pays the Settlement Amount, should InterTAN pay the Settlement Amount.
- (o) **"Section 45 Proceedings"** means proceedings pursuant to section 45 of the *Trade-marks Act*.
- (p) **"Settlement Amount"** means the sum of \$450,000 CDN.
- (q) **"Settlement Payment Deadline"** means 5:00 p.m. Eastern Standard Time on September 30, 2009.
- (r) **"Withdrawal Deadline"** means 20 days from the date on which InterTAN pays the Settlement Amount, should InterTAN pay the Settlement Amount.

Settlement Amount

2.

- (a) InterTAN shall pay to Foto Source prior to the Deposit Deadline the sum of \$50,000 CDN.
- (b) At any time prior to the Settlement Payment Deadline, InterTAN may, if it chooses to do so, pay the Settlement Amount to Foto Source. InterTAN is under no obligation to pay the Settlement Amount to Foto Source. If InterTAN pays the Settlement Amount to Foto Source prior to the Settlement Payment Deadline, paragraphs 3 to 21 immediately become effective. If InterTAN does not pay the sum of \$50,000 to Foto Source by the Deposit Deadline, or InterTAN does not pay the Settlement Amount to Foto Source prior to the Settlement Payment Deadline:
 - (i) paragraphs 3 to 21 never become effective and are of no force and effect; and
 - (ii) the parties agree that the Agreement and all negotiations leading up to its execution are without prejudice communications (with the exception of the possible use by Foto Source of this Agreement in the proceedings relating to InterTAN under the *Companies' Creditors Arrangement Act*).
- (c) Notwithstanding the foregoing, prior to the Settlement Payment Deadline, InterTAN will not sell, transfer, lease, convey, assign or otherwise dispose of all or substantially all of its assets, or otherwise dispose of its assets as a part of a going concern transaction, unless:
 - (i) the Settlement Payment has already been paid to Foto Source or will be paid to Foto Source at or immediately following such sale; and
 - (ii) InterTAN assigns this Agreement to the purchaser of all or substantially all of its assets, or the acquiror of its assets as part of a going concern sale, as the case may be, and such purchaser or acquiror agrees to be bound by this Agreement.

Foto Source Marks and Activities

3. InterTAN and CCSWC have no objection to:

- (a) Foto Source or its successors or assigns using, licensing others to use, or assigning to others the right to use, the Foto Source Marks, and the GET IT RIGHT Marks, in association with any of the wares or services specified in the registrations and applications listed in subparagraph 1(j) above, or any other wares or services; and
- (b) Foto Source or its successors or assigns filing applications in Canada to register any of the Foto Source Marks, including the GET IT RIGHT Marks.

4. Foto Source will withdraw its Canadian trade-mark application number 1275762 for the trade-mark GET IT RIGHT, FROM THE SOURCE and will do so by filing with CIPO the appropriate documentation prior to the Withdrawal Deadline. Foto Source hereby authorizes and directs its trade-mark agents to execute and file such documentation prior to the Withdrawal Deadline. Foto Source or its trade-mark agents will provide a copy of such documentation to InterTAN and CCSWC, date stamped by CIPO to confirm its filing date.
5. Foto Source and its licensees will cease all use of the trade-mark GET IT RIGHT, FROM THE SOURCE by no later than the Phase Out Deadline. After the Phase Out Deadline, Foto Source and its licensees will not directly or indirectly use, or licence others to use, the trade-mark GET IT RIGHT, FROM THE SOURCE.
6. With the exception of the Foto Source Marks and the GET IT RIGHT Marks, Foto Source will not directly or indirectly use, or apply to register, any trade-mark that includes SOURCE, unless SOURCE is immediately preceded by FOTO.

CCSWC Marks and Activities

7. Except as set out in paragraph 8 below, Foto Source has no objection to:
 - (a) CCSWC or InterTAN or their respective successors or assigns using, licensing others to use, or assigning to others the right to use, the CCSWC Marks in association with any of the wares or services specified in the applications listed in subparagraph 1(c) above, or any other wares or services;
 - (b) CCSWC or InterTAN or their respective successors or assigns filing applications in Canada to register any of the CCSWC Marks; and
 - (c) Without limiting the generality of the foregoing, and for greater certainty, Foto Source has no objection to CCSWC, InterTAN or their successors and assigns, including any assignee of the CCSWC Marks, using or registering any SOURCE-formative mark, except as specifically prohibited in paragraph 8 below.
8. Neither CCSWC nor InterTAN nor their respective successors or assigns will directly or indirectly:
 - (a) use, or licence others to use, or apply to register, any trade-mark that includes FOTO;

- (b) use, or licence others to use, or apply to register, any trade-mark that includes both PHOTO (or any word that includes PHOTO such as PHOTOGRAPHER) and SOURCE separated by five or fewer words;
 - (c) use, or licence others to use, or apply to register, any trade-mark that includes DIGITAL (or any word that includes DIGITAL such as DIGITALLY) and SOURCE separated by five or fewer words;
 - (d) use, or licence others to use, or apply to register, any trade-mark that includes both GET IT and SOURCE;
9. CCSWC will withdraw its Canadian trade-mark application number 1261117 for the trade-mark GET IT RIGHT FROM THE SOURCE and will do so by filing with CIPO the appropriate documentation prior to the Withdrawal Deadline. CCSWC hereby authorizes and directs its trade-mark agents to execute and file such documentation prior to the Withdrawal Deadline. CCSWC or its trade-mark agents will provide a copy of such documentation to Foto Source, date stamped by CIPO to confirm its filing date.

Withdrawal of Oppositions

10. To the extent that InterTAN or CCSWC have opposed any applications by Foto Source for the Foto Source Marks or initiated any Section 45 Proceedings as against any registrations for Foto Source Marks, InterTAN or CCSWC as the case may be, will withdraw such oppositions or Section 45 Proceedings prior to the Withdrawal Deadline. InterTAN and CCSWC hereby authorize and direct their respective trade-mark agents, to execute and file such documentation prior to the Withdrawal Deadline. InterTAN, CCSWC or their respective trade-mark agents will provide a copy of such documentation to Foto Source, date stamped by CIPO to confirm its filing date.
11. To the extent that Foto Source has opposed any applications to register any of the CCSWC Marks or initiated any Section 45 Proceedings as against any registrations for CCSWC Marks, Foto Source will withdraw such oppositions or Section 45 Proceedings prior to the Withdrawal Deadline. Foto Source hereby authorizes and directs its trade-mark agents to execute and file such documentation prior to the Withdrawal Deadline. Foto Source or its trade-mark agents will provide a copy of such documentation to CCSWC, date stamped by CIPO to confirm its filing date.

Not To Oppose Any Future Applications or Use

12. To the extent that CCSWC or its successors or assigns apply to register any CCSWC Marks, Foto Source will not oppose such applications and if required, will consent to such applications. Foto Source will not take any steps to stop, or seek relief to stop the use of any CCSWC Marks by InterTAN, CCSWC and any successors and assigns, including any assignee of the CCSWC Marks.
13. To the extent that Foto Source or its successors or assigns apply to register any Foto Source Marks or the GET IT RIGHT Marks, neither InterTAN nor CCSWC will oppose such applications and if required, will consent to such applications. Neither InterTAN nor CCSWC will take any steps to stop, or seek relief to stop the use of any Foto Source Marks or the GET IT RIGHT Marks by Foto Source and any successors and assigns.

Business Names, etc.

14. To the extent that a party has agreed herein not to apply to register a particular trade-mark, or not to use a particular trade-mark, that prohibition shall extend to business names, trade names, domain names and corporate names.
15. To the extent that a party has agreed herein not to oppose any application for a particular trade-mark, that prohibition shall extend to opposing or challenging the corresponding business names, trade names, domain names and corporate names.
16. For greater certainty, the parties acknowledge and agree that:
 - (a) the use of the domain names THESOURCE.CA, THESOURCECC.CA, THESOURCECC.COM, LASOURCECC.CA, LASOURCECC.COM, and any other domain name using the word SOURCE (except those prohibited by paragraph 8) by CCSWC, InterTAN or their successors or assigns, including any assignee of the CCSWC Marks, is acceptable, and Foto Source will not challenge or oppose such use; and
 - (b) the use of the domain names FOTOSOURCE.CA and FOTOSOURCE.COM and any other domain name using the word SOURCE immediately preceded by the word FOTO by Foto Source or its successors or assigns is acceptable, and neither CCSWC nor InterTAN will challenge or oppose such use.

The Action

17. The parties consent to an order dismissing the Action, on consent, without costs. The motion for such an order will be brought by Foto Source and will be brought prior to the Withdrawal Deadline.

Release by Foto Source

18. Without any admission of liability, Foto Source:
- (a) releases and discharges the InterTAN Releasees and the CCSWC Releasees from all Claims;
 - (b) acknowledges and agrees that such release shall be effective and enure to the benefit of all successors and assigns of the InterTAN Releasees and the CCSWC Releasees (and, for greater certainty, any assignee of the CCSWC Marks);
 - (c) agrees not to assist any person, corporation or entity to assert any Claims against any of the InterTAN Releasees or the CCSWC Releasees with respect to the Claims that are released and discharged pursuant to this paragraph;
 - (d) agrees not to assert, or to assist any person, corporation or entity to assert, any Claims, including taking any proceedings, against any other person, corporation or entity who might claim contribution or indemnity or other similar relief from any of the InterTAN Releasees and the CCSWC Releasees with respect to the Claims that are released and discharged pursuant to this paragraph; and
 - (e) agrees to execute a separate confirmatory release (effective as of the date of the payment by InterTAN to Foto Source of the Settlement Amount) in favour of any assignee of the CCSWC Marks, the wording of which will be in all material respects the same as in this paragraph. At any time after the payment by InterTAN of the Settlement Amount, InterTAN or CCSWC may provide written notice to Foto Source (or its solicitors) of an intention on the part of CCSWC to assign the CCSWC Marks and the name of the assignee, in which case the confirmatory release shall be executed by Foto Source and delivered to CCSWC (or its solicitors) as soon as possible. Contemporaneously with the assignment by CCSWC of the CCSWC Marks, or at any time afterwards, CCSWC (or its solicitors) may deliver the confirmatory release to the assignee.

Release by InterTAN and CCSWC

19. Without any admission of liability, InterTAN and CCSWC each:
- (a) releases and discharges the Foto Source Releasees from all Claims;
 - (b) acknowledges and agrees that such release shall be effective and enure to the benefit of all successors and assigns of the Foto Source Releasees;

- (c) agrees not to assist any person, corporation or entity to assert any Claims against any of the Foto Source Releasees with respect to the Claims that are released and discharged pursuant to this paragraph; and
- (d) agrees not to assert, or to assist any person, corporation or entity to assert, any Claims, including taking any proceedings, against any other person, corporation or entity who might claim contribution or indemnity or other similar relief from any of the Foto Source Releasees with respect to the Claims that are released and discharged pursuant to this paragraph.

Geographic Scope

20. Paragraphs 3 to 16 apply to activities in Canada, including display on the Internet.

Mediation

21. In the event one party believes that another party is in breach of this Agreement, prior to commencing legal proceedings, the following steps must be taken: Written notice shall be given to the party alleged to be in breach of the Agreement. If within 15 days of such notice being given, the matter has not been satisfactorily resolved, senior business people from each of the parties involved in the particular matter will meet within 30 days of the original notice being given to discuss the matter and ascertain whether it can be resolved. If at the end of that 30 day period the matter has not been satisfactorily resolved, any party may commence legal proceedings.

The foregoing does not apply in the event a party commences legal proceedings and immediately seeks an interim and/or interlocutory injunction. Following the procedure set out above shall not in any way prevent a party from seeking an interim and/or interlocutory injunction.

Assignment

22. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party) and assigns. Any of the parties may assign the Agreement without consent. Without limiting the generality of the foregoing:
- (a) InterTAN may assign the Agreement to a purchaser of some or all of its assets; and
 - (b) CCSWC may assign the Agreement to an assignee of the CCSWC Marks.

23. Neither Foto Source nor any of its successors or assigns will assign the Foto Source Marks unless it also assigns this Agreement to the assignee of the Foto Source Marks and such assignee agrees to be bound by this Agreement.
24. Neither CCSWC nor any of its successors or assigns will assign any of the CCSWC Marks unless it also assigns this Agreement to the assignee of the CCSWC Marks and such assignee agrees to be bound by this Agreement.
25. CCSWC hereby represents and warrants that at this time: CCSWC is the owner of the CCSWC Marks; InterTAN is the sole licensee of the CCSWC Marks (InterTAN having sublicensed the CCSWC Marks); and, CCSWC has not otherwise licensed the CCSWC Marks and has not assigned any of its rights in the CCSWC Marks.
26. InterTAN will not assign any of its rights (such as licence rights) in respect of the CCSWC Marks unless it also assigns this Agreement to the assignee of such rights, and such assignee agrees to be bound by this Agreement.
27. In the event that InterTAN has not paid the Settlement Payment to Foto Source by the Settlement Payment Deadline, then paragraphs 23, 24 and 26 cease to be effective and are no longer of any force or effect.

Deferral of Opposition Proceedings and Section 45 Proceedings

28. To the extent that there are currently any opposition proceedings or Section 45 Proceedings pending in respect of any Foto Source Marks or CCSWC Marks and there are any deadlines in such opposition proceedings or Section 45 Proceedings prior to the Withdrawal Deadline, the parties hereby consent to a request or requests to CIPO that it extend such deadlines, ultimately until November 30, 2009. Unless required to do so by CIPO, neither party shall file materials, or take steps to advance or respond to such opposition proceedings or Section 45 Proceedings unless and until:
 - (a) InterTAN fails to pay \$50,000 to Foto Source by the Deposit Deadline; or
 - (b) InterTAN fails to pay the Settlement Amount by the Settlement Payment Deadline; or
 - (c) InterTAN advises Foto Source in writing that it does not intend to pay the Settlement Amount by the Settlement Deadline (the foregoing does not affect the

obligations of InterTAN prior to the Settlement Payment Deadline as set out in subparagraph 2(c) above).

Certain Rules of Interpretation

29. In this Agreement:

- (a) **Currency** - Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (b) **Governing Law** - This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (c) **Headings** - Headings have been inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) **Including** - Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (e) **No Strict Construction** - The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (f) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) **Severability** - If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction and without affecting its application to other parties or circumstances.

Entire Agreement

30. This Agreement and the Schedules hereto (if any) constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject

matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

Amendment

31. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.

Further Assurances

32. The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

Execution and Delivery

33. This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or e-mail and all such counterparts shall together constitute one and the same agreement.

[the rest of this page has been left intentionally blank]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

FOTO SOURCE CANADA INC.

By: 

"I have authority to bind the Corporation"

Name (print): JOHN CREWSON

Title: PRESIDENT

Date: FEB 20 2009

INTERTAN CANADA LTD.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

- 13 -

IN WITNESS OF WHICH the parties have duly executed this Agreement.

FOTO SOURCE CANADA INC.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

INTERTAN CANADA LTD.

By: Mark Wong

"I have authority to bind the Corporation"

Name (print): MARK WONG

Title: VICE PRESIDENT GENERAL COUNSEL AND SECRETARY

Date: February 23, 2009

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

- 13 -

IN WITNESS OF WHICH the parties have duly executed this Agreement.

FOTO SOURCE CANADA INC.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

INTERTAN CANADA LTD.

By: _____

"I have authority to bind the Corporation"

Name (print): _____

Title: _____

Date: _____

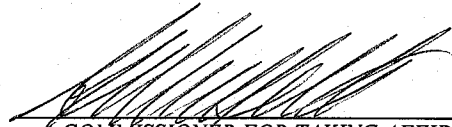
CIRCUIT CITY STORES WEST COAST, INC.By:  _____

"I have authority to bind the Corporation"

Name (print): Reginald D. HedgebethTitle: Chairman & Chief Executive Officer

Date: _____

THIS IS EXHIBIT "I" REFERRED TO IN THE
AFFIDAVIT OF MARK J. WONG,
SWORN BEFORE ME
ON THIS 2ND DAY OF MARCH, 2009


A COMMISSIONER FOR TAKING AFFIDAVITS
GILLIAN SCOTT

INTERCOMPANY AGREEMENT

THIS AGREEMENT is made as of February 23, 2009

B E T W E E N :

InterTAN Canada Ltd., a corporation governed by the laws of Ontario
("InterTAN")

- and -

Circuit City Stores, Inc., a corporation governed by the laws of Virginia
("Circuit City")

- and -

Circuit City Stores West Coast, Inc., a corporation governed by the laws
of California
("West Coast")

- and -

Ventoux International, Inc., a corporation governed by the laws of
Delaware
("Ventoux")

RECITALS:

- A. InterTAN is an indirect, wholly-owned subsidiary of Circuit City.
- B. West Coast and Ventoux are each wholly-owned subsidiaries of Circuit City.
- C. On November 10, 2008, Circuit City and certain of its U.S. subsidiaries voluntarily commenced bankruptcy proceedings under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court, Eastern District of Virginia (the "**Chapter 11 Proceedings**") and InterTAN and Tourmalet Corporation, an unlimited liability corporation governed by the laws of Nova Scotia, commenced a voluntary proceeding under the *Companies' Creditors Arrangement Act* (Canada) in the Province of Ontario (the "**CCAA Proceeding**").
- D. InterTAN, West Coast, Ventoux, 4458729 Canada Inc. and Bell Canada have entered into an Asset Purchase Agreement dated February 23, 2009 ("APA"), whereby InterTAN has agreed to sell substantially all of its assets to the Purchaser (as defined in the APA), and

the Purchaser has agreed to purchase such assets and to assume certain of InterTAN's liabilities.

- E. West Coast is the owner of certain Trademarks (as defined in the APA) related to InterTAN's Business (as defined in the APA).
- F. Ventoux is the owner of all of the issued and outstanding shares of Circuit City Global Sourcing, Limited ("CCGS"), a company incorporated under the laws of Hong Kong.
- G. Pursuant to the APA, the Purchaser intends to acquire ownership of and obtain a license of the Trademarks currently owned by West Coast and to acquire the Shares of CCGS.
- H. Subject to approval of the U.S. Bankruptcy Court and the CCAA Court (both as defined in the APA) and subject to the terms set forth herein, Circuit City may wish to borrow funds from InterTAN from the proceeds of sale of the transaction contemplated by the APA to assist Circuit City to pay certain expenses in connection with the wind down of its operations.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be lawfully bound agree as follows:

1. **Payment to West Coast and Ventoux.** InterTAN agrees that, in connection with the closing of the transaction contemplated by the APA (the "**Closing**"), the amount to be paid to West Coast to acquire and/or licence the Trademarks and to Ventoux to acquire the shares of CCGS shall be no more than the Canadian Dollar equivalent of U.S.\$15,000,000 in the aggregate (less any applicable withholding taxes in respect of the Licensed Trademarks), such payment to be made to West Coast, to Ventoux, or as they may otherwise direct in writing, from the proceeds of sale under the APA, and provided that such amount may be allocated between West Coast and Ventoux as they deem appropriate. For greater certainty, nothing herein shall prevent Circuit City and its affiliates from agreeing to any other allocation of proceeds received from InterTan or the Closing (excluding any loan made in furtherance of paragraph 2 hereof, if any) among West Coast, Ventoux or other entities.
2. **Loan to Circuit City.** InterTAN agrees to make available a loan to Circuit City from the Sale Proceeds in an amount up to CAD\$35,000,000 (the "**Loan**"), on terms that are satisfactory to Circuit City, InterTAN and the Monitor (as defined in the APA), each acting reasonably, and subject to the following conditions precedent being met to the reasonable satisfaction of both InterTAN and the Monitor:
 - (a) This Agreement shall be approved by both the U.S. Bankruptcy Court and the CCAA Court.
 - (b) Circuit City shall furnish to both InterTAN and the Monitor cash flows demonstrating that the amount of any Loan is necessary to assist Circuit City to conclude the wind down of its operations.

- (c) Both InterTAN and the Monitor shall be satisfied with the mechanics and timing for repayment of any Loan and the ability of Circuit City to make full repayment thereof.
 - (d) InterTAN and Circuit City shall enter into a loan agreement or Circuit City shall provide InterTAN with a promissory note to evidence the Loan, and Circuit City shall cause any of its subsidiaries and affiliates to provide any guarantee that may be reasonably requested by InterTAN and the Monitor with respect to the Loan, each of which shall be in form and substance satisfactory to InterTAN and the Monitor acting reasonably, which loan agreement or promissory note and any Loan provided thereunder, and which guarantees, shall be approved by both the U.S. Bankruptcy Court and the CCAA Court on terms satisfactory to InterTan and the Monitor, acting reasonably, before the making of any such Loan.
 - (e) The obligation to repay the Loan by Circuit City and the guarantee of such repayment of the Loan by the subsidiaries and affiliates of Circuit City, shall be secured by all the property, assets, and undertaking of Circuit City and its subsidiaries or affiliates, as applicable (the "Security").
 - (f) The Security (and the priority of such Security) shall be satisfactory to InterTAN and the Monitor, acting reasonably and be approved by the U.S. Bankruptcy Court and the CCAA Court on notice to all affected creditors or as InterTAN and/or the Monitor may direct.
 - (g) Circuit City shall furnish to both InterTAN and the Monitor evidence showing that the property, assets and undertaking of Circuit City and its subsidiaries and affiliates pledged as Security to InterTAN to secure the obligation for repayment of the Loan are adequate and sufficient to secure full payment of the Loan, which evidence shall be satisfactory to InterTan and the Monitor, acting reasonably.
3. **Assignment.** Except as expressly provided herein, the parties hereto may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of their respective rights or obligations under this Agreement without the prior written consent of the other parties.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
5. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
6. **Counterparts.** This Agreement may be delivered by facsimile transmission and be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INTERTAN CANADA LTD.

By: _____

Name: _____

Mark Wong
Title: VICE PRESIDENT, GENERAL
COUNSEL AND SECRETARY

CIRCUIT CITY STORES, INC.

By: _____

Reginald D. Hedgebeth

Senior Vice President, General Counsel and
Secretary

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

Reginald D. Hedgebeth

Chairman/CEO

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INTERTAN CANADA LTD.

By: InterTAN, Inc.

By: _____

Name:

Title:

CIRCUIT CITY STORES, INC.

By: _____

Reginald D. Hedgebeth

Senior Vice President, General Counsel and
Secretary

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

Reginald D. Hedgebeth

Chairman/CEO

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

INTERTAN CANADA LTD.

By: InterTAN, Inc.

By: _____

Name:

Title:

CIRCUIT CITY STORES, INC.

By: _____

Reginald D. Hedgebeth

Senior Vice President, General Counsel and
Secretary

CIRCUIT CITY STORES WEST COAST, INC.

By: _____

Reginald D. Hedgebeth

Chairman/CEO

- 2 -

VENTOUX INTERNATIONAL, INC.By: 

Reginald D. Hedgebeth

Vice President and Secretary

Intercompany Agreement

THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF MARK J. WONG,
SWORN BEFORE ME
ON THIS 2ND DAY OF MARCH, 2009


A COMMISSIONER FOR TAKING AFFIDAVITS
GILLIAN S. SCOTT

Source by Circuit City
Weekly Cash Flow & Availability
(\$ CAD in 000's)

| | February | | March | | April | | May | | | | | | | | | |
|-----------------------------------|------------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|------------------------------|-----------------------------|------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | Week 1 Forecast 15-Feb | Week 2 Forecast 22-Feb | Week 3 Forecast 1-Mar | Week 4 Forecast 8-Mar | Week 5 Forecast 15-Mar | Week 6 Forecast 22-Mar | Week 7 Forecast 29-Mar | Week 8 Forecast 5-Apr | Week 9 Forecast 12-Apr | Week 10 Forecast 19-Apr | Week 11 Forecast 26-Apr | Week 12 Forecast 3-May | Week 13 Forecast 10-May | Week 14 Forecast 17-May | Week 15 Forecast 24-May | Week 16 Forecast 31-May |
| Receipts | 13,794 | 10,482 | 12,865 | 10,604 | 13,209 | 11,515 | 12,793 | 9,890 | 10,417 | 10,295 | 8,369 | 8,427 | 8,635 | 11,565 | 10,364 | 12,333 |
| Disbursements | | | | | | | | | | | | | | | | |
| Merchandise | 9,594 | 8,069 | 6,245 | 6,245 | 6,245 | 6,245 | 6,331 | 6,331 | 6,331 | 6,331 | 6,331 | 6,025 | 7,584 | 7,584 | 7,584 | 7,084 |
| Payroll & Payroll Taxes | 726 | 2,971 | 23 | 3,430 | 1,174 | 3,821 | - | 2,399 | - | 3,094 | - | 2,399 | - | 4,502 | - | 3,756 |
| Operating Disbursements | 1,193 | 2,742 | 6,985 | 915 | 1,384 | 2,941 | 2,833 | 5,107 | 1,297 | 871 | 3,234 | 2,231 | 5,633 | 1,023 | 3,302 | 2,022 |
| Bankruptcy & Other Non Operating | 613 | 633 | 533 | 761 | 646 | 646 | 626 | 622 | 481 | 481 | 481 | 481 | 720 | 556 | 556 | 556 |
| Total Disbursements | 12,126 | 14,415 | 13,787 | 11,351 | 9,449 | 13,652 | 9,790 | 14,459 | 8,108 | 10,776 | 10,046 | 11,135 | 13,937 | 13,665 | 11,441 | 13,418 |
| Net Cash Flow | 1,668 | (3,933) | (922) | (747) | 3,760 | (2,137) | 3,003 | (4,568) | 2,309 | (481) | (1,677) | (2,708) | (5,302) | (2,100) | (1,077) | (1,085) |
| Beginning Cash | 2,647 | 9,315 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Change in Cash | 1,668 | (3,933) | (922) | (747) | 3,760 | (2,137) | 3,003 | (4,568) | 2,309 | (481) | (1,677) | (2,708) | (5,302) | (2,100) | (1,077) | (1,085) |
| Ending Cash | 4,315 | 5,382 | 4,078 | 4,253 | 8,760 | 2,863 | 8,003 | 432 | 7,309 | 4,519 | 3,323 | 2,292 | (302) | 2,900 | 3,923 | 3,915 |
| Plus: Borrowings | 5,000 | - | 922 | 747 | - | 2,137 | - | 4,568 | - | 481 | 1,677 | 2,708 | 5,302 | 2,100 | 1,077 | 1,085 |
| Less: Paydown | - | (382) | - | - | (3,760) | - | (3,003) | - | (2,309) | - | - | - | - | - | - | - |
| Ending Cash Balance after Paydown | 9,315 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Beginning Loan - Bank | 10,000 | 15,000 | 14,618 | 15,540 | 16,287 | 12,526 | 14,664 | 11,661 | 16,229 | 13,920 | 14,401 | 16,078 | 18,786 | 24,087 | 26,187 | 27,264 |
| Change in Loan | 5,000 | (382) | 922 | 747 | (3,760) | 2,137 | (3,003) | 4,568 | (2,309) | 481 | 1,677 | 2,708 | 5,302 | 2,100 | 1,077 | 1,085 |
| Ending Loan Balance | 15,000 | 14,618 | 15,540 | 16,287 | 12,526 | 14,664 | 11,661 | 16,229 | 13,920 | 14,401 | 16,078 | 18,786 | 24,087 | 26,187 | 27,264 | 28,349 |
| Plus LC's | 3,800 | 3,600 | 3,400 | 3,200 | 3,000 | 2,800 | 2,600 | 2,400 | 2,200 | 2,000 | 1,800 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Ending Loan - Bank | 18,800 | 18,218 | 18,940 | 19,487 | 15,526 | 17,464 | 14,261 | 18,629 | 16,120 | 16,401 | 17,878 | 21,786 | 27,087 | 29,187 | 30,264 | 31,349 |

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Privileged Confidential

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1 of 2

Source by Circuit City
Weekly Cash Flow & Availability
(\$ CAD in 000's)

| | June | | | | 20 Week Total |
|-----------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|------------------|
| | Week 17 Forecast 7-Jun | Week 18 Forecast 14-Jun | Week 19 Forecast 21-Jun | Week 20 Forecast 28-Jun | |
| Receipts | 10,251 | 14,217 | 10,388 | 12,494 | 222,908 |
| Disbursements | | | | | |
| Merchandise | 4,392 | 5,392 | 5,392 | 4,892 | 130,228 |
| Payroll & Payroll Taxes | - | 4,529 | - | 3,781 | 36,604 |
| Operating Disbursements | 6,003 | 1,302 | 3,005 | 3,201 | 57,222 |
| Bankruptcy & Other Non Operating | 804 | 556 | 556 | 556 | 11,861 |
| Total Disbursements | 11,199 | 11,779 | 8,953 | 12,430 | 235,915 |
| Net Cash Flow | (948) | 2,437 | 1,435 | 64 | (13,007) |
| Beginning Cash | 5,000 | 5,000 | 5,000 | 5,000 | 2,647 |
| Change in Cash | (948) | 2,437 | 1,435 | 64 | (13,007) |
| Ending Cash | 4,052 | 7,437 | 6,435 | 5,064 | (10,361) |
| Plus: Borrowings | 948 | - | - | - | 28,752 |
| Less: Paydown | - | (2,437) | (1,435) | (64) | (13,391) |
| Ending Cash Balance after Paydown | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| Beginning Loan - Bank | 28,349 | 29,297 | 26,860 | 25,425 | 10,000 |
| Change in Loan | 948 | (2,437) | (1,435) | (64) | 15,361 |
| Ending Loan Balance | 29,297 | 26,860 | 25,425 | 25,361 | 25,361 |
| Plus LC's | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Ending Loan - Bank | 32,297 | 29,860 | 28,425 | 28,361 | 28,361 |

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: 08-CL-7841

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF INTERTAN CANADA LTD. AND
TOURMALET CORPORATION

APPLICANTS

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF MARK J. WONG
Sole Approval Motion
(Sworn March 2, 2009)

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Lawyers for the Applicants

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: 08-CL-7841

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF INTERTAN CANADA LTD. AND
TOURMALET CORPORATION

APPLICANTS

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

MOTION RECORD
(Sale Approval Motion)
(Returnable March 9, 2009)

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