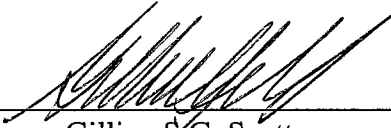


THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF MARK J. WONG,  
SWORN BEFORE ME  
ON THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2008

A handwritten signature in black ink, appearing to read 'Gillian S.G. Scott', is written over a horizontal line.

Gillian S.G. Scott

*(A COMMISSIONER FOR TAKING AFFIDAVITS)*

**INTERTAN CANADA LTD.**  
**(the "Corporation")**

**RESOLUTIONS OF THE SHAREHOLDER**

*Companies' Creditors Arrangement Act,  
Credit Agreement and Ancillary Agreements, etc.*

**RECITAL:**

- A. It is desirable and in the best interests of the Corporation, its creditors, shareholders and other interested parties that an application be filed by the Corporation under the *Companies' Creditors Arrangement Act*.
- B. The Corporation has agreed to enter into a credit agreement between Circuit City Stores, Inc., Circuit City West Coast, Inc., Circuit City Stores PR, LLC, and InterTAN Canada Ltd., and Bank of America, N.A., as Administrative Agent, Collateral Agent, Bank of America, N.A. (acting through its Canada branch), as Canadian Administrative Agent and Canadian Collateral Agent, and other lenders party thereto (the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement), providing for a senior secured, super priority, debtor-in-possession credit facility to and in favour of the Borrowers (as defined therein) up to a maximum principal amount of US\$1,100,000,000.
- C. In connection with the Credit Agreement, the Corporation has agreed to provide a guarantee and grant security over all of its assets.

**RESOLVED THAT:**

- 1. The Corporation is hereby authorized and directed to do the following: (i) to make an application under the *Companies' Creditors Arrangement Act*, which application may be consolidated with that of any of the affiliates of the Corporation; (ii) to seek the assistance of courts in the United States of America to recognize the proceedings under the *Companies' Creditors Arrangement Act*; and (iii) to take any other action or proceeding in Canada or the United States of America to contest or defend any action or proceeding by any creditor in Canada or the United States of America.
- 2. The entering into by the Corporation of a guarantee ("the Guarantee") by the Corporation in favour of Bank of America, N.A., as Administrative Agent and Collateral Agent, and Bank of America, N.A. (acting through its Canada branch), as Canadian Administrative Agent and Canadian Collateral Agent, in connection with the Credit Agreement, substantially in the form presented to the shareholder, is authorized and approved, and the performance by the Corporation of its obligations under the Guarantee, is authorized and approved.
- 3. Any officer or director of the Corporation, acting alone (each an "Authorized Signatory") is authorized and directed to execute, deliver and file on behalf of the Corporation such applications, affidavits, notices and other documents and instruments and to do all such other things on behalf of the Corporation as such Authorized Signatory may, in such

Authorized Signatory's sole discretion, deem necessary and/or desirable to give full effect to the foregoing resolution, in such form as such Authorized Signatory approves, the execution and delivery by such Authorized Signatory to be conclusive evidence of such Authorized Signatory's approval.

4. The entering into by the Corporation of the Credit Agreement, substantially in the form presented to the shareholder, is authorized and approved, and the performance by the Corporation of its obligations under the Credit Agreement, is authorized and approved.
5. To evidence and secure the obligations of the Corporation to the Secured Parties, created pursuant to, or in connection with the Guarantee or the Credit Agreement, the Corporation is authorized and directed to execute and deliver to the Agents, for and on behalf of the Secured Parties, if requested to do so:
  - (a) a security agreement and deed of hypothec (in the case of the hypothec in an amount of Cdn\$1,500,000,000) charging and hypothecating all of its property and assets, now or hereafter acquired;
  - (b) all security and other instruments, certificates and documents required by the Credit Agreement; and
  - (c) such other security and other instruments, certificates and documents as the Lenders may reasonably require from time to time

(collectively, the "Security Documents") and the granting of all such Security Documents is hereby approved.

6. To the extent that any shares or interests in the capital stock of the Corporation are pledged from time to time by the shareholder of the Corporation pursuant to a pledge agreement, such pledge is hereby irrevocably consented to and any subsequent transfer of the shares so pledged to third parties in the event of a realization of the said pledge is also hereby irrevocably consented to.
7. The Authorized Signatory is authorized and directed, for and on behalf of the Corporation to negotiate, finalize, execute and deliver the Credit Agreement, the Guarantee and the Security Documents (collectively, the "Documents"), with or without the corporate seal affixed, and with such additions, deletions or other changes to any such documents as such Authorized Signatory, in such Authorized Signatory's sole discretion, may approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery of the Documents.
8. The Authorized Signatory is authorized and directed, for and on behalf of the Corporation, to negotiate, finalize, execute and deliver any and all such further documents, agreements, authorizations, certificates, elections or other instruments, with or without the corporate seal affixed, and to take any and all such further action as such Authorized Signatory, in such Authorized Signatory's sole discretion may deem necessary or desirable in order to complete the transactions contemplated in these resolutions and in the Credit Agreement, the execution and delivery of any such documents, agreements, authorizations, elections or other instruments or the doing of any

such other act or thing by such Authorized Signatory to be conclusive evidence of such determination.

9. All actions previously taken by an officer or director of the Corporation relating to or in connection with any of the transactions described above resolutions are hereby approved, ratified and confirmed.

*Signature page follows*

The foregoing resolutions are passed as evidenced by the signature of the sole shareholder of the Corporation pursuant to the provisions of the *Business Corporations Act* (Ontario) and in accordance with the power vested in the shareholder by virtue of a Declaration of the Shareholder made as of October 7, 2008.

DATED , 2008.

INTERTAN, INC.

By: BL  
Name: Bruce H. Besanko  
Title: President