THIS IS EXHIBIT "I" TO THE AFFIDAVIT OF IAN YOUNG SWORN ON THIS 17th DAY OF FEBRUARY, 2009.

A commissioner for taking Affidavits, etc.
GILLIAN S.G. SCOTT

THIRD AMENDMENT TO DIP COMPARISON

Section	DIP Agreement	Third Amendment
Maturity Date s.1.01, definition	November 10, 2009	*Canadian Borrower (InterTAN)* The earlier of: (A) the consummation of a sale of the Canadian Loan Parties or substantially all of their assets; or (B) June 30, 2009. *Domestic Borrowers (U.S. borrowers)* The earlier of: (A) the termination or completion of the Sale; or (B) April 30, 2009.
Termination Date s. 1.01, definition	The earliest to occur of (i) the Maturity Date, (ii) the date on which the maturity of the Loans are accelerated and the Commitments terminated pursuant to the Event of Default provisions, or (iii) the date on which a sale pursuant to clauses (i) or (iii) of the definition of Permitted Sales is consummated, and (iv) the Consummation Date.	*Canadian Borrower (InterTAN)* Same as DIP Agreement with the exception that the 'Maturity Date' reference is with respect to the Maturity Date applicable to (A) the Canadian Borrower and (B) provision (iii), in respect of Permitted Sales, is removed. *Domestic Borrowers (U.S. borrowers)* Same as DIP Agreement with the exception that the 'Maturity Date' reference is with respect to the Maturity Date applicable to Domestic Borrowers and provision (iii), in respect of Permitted Sales, is removed. References to "Termination Date" shall have the meaning applicable to the Domestic Borrowers and/or the Canadian Borrower, as the case may be.
Lender Commitments s. 2.01(a)(i)	*Canadian Commitments (InterTAN)* - $50M *Domestic Commitments (U.S. borrowers)* - Decreased over time from $1,050M to $850M. [Less Prepetition obligations]	*Canadian Commitments (InterTAN)* - from January 17, 2009 through February 16, 2009 → $50M - thereafter → $40M *Domestic Commitments (U.S. borrowers)* - prior to February 16, 2009 → $850M - from February 16 through 27, 2009 → $225M - thereafter → $100M

Termination Commitments s. 2.17(e)	The Canadian Commitments shall be automatically terminated upon any termination of the Domestic Commitments.	Provision deleted.
Letters of Credit s. 2.01(a)(ii)	*Canadian Commitments (InterTAN.)* Aggregate LC outstandings not to exceed $40M. *Domestic Commitments (U.S. borrowers)* Aggregate of all LC outstandings (U.S. and Canadian borrowers) not to exceed $350M.	*Canadian Commitments (InterTAN)* Aggregate LC outstandings not to exceed $20M. *Domestic Commitments (U.S. borrowers)* No LCs shall be issued or extended on or after Third Amendment Effective Date.
Use of Proceeds s. 5.11	Proceeds of Loans and Letters of Credit are to be used only for certain specified purposes, including the repayment of Pre-Petition Liabilities; to finance the acquisition of working capital and capital expenditures; for general corporate purposes as permitted by the Loan Documents, court order and in accordance with the Budget; to pay fees, costs and expenses in connection with the U.S. and Canadian proceedings, and to make any payments as permitted by any court orders in connection therewith.	*Canadian Borrower (InterTAN)* Restrictions on the use of proceeds remains the same, with the exception of repaying Pre-Petition Liabilities (which is no longer a permitted use). *Domestic Borrowers (U.S. borrowers)* The proceeds of Loans may be used only to pay expenses as provided in the Wind Down Budget.
Application of Proceeds from U.S. Borrowers' Liquidation s. 2.20(a)(iv)	Not addressed.	The amount of outstanding Credit Extensions to the Canadian Borrower shall not be permitted to be repaid by the Domestic Borrowers or from the proceeds from the disposition or liquidation of their assets until all Domestic Obligations (other than Domestic Obligations arising from Canadian Liabilities) have been paid in full and/or cash collateralized.
Overadvances s. 2.05	The Agent may, in its reasonable discretion, make certain permitted overadvances to both Canadian or Domestic Borrowers without the consent of the Lenders.	The Canadian Agent may, in its reasonable discretion, make certain permitted overadvances to the Canadian Borrower without the consent of the Lenders. No provision for overadvances in respect of U.S. Borrowers.
Budgets and Wind Down Budgets s. 1.01, definitions &	A thirteen week cash flow projection (the "Budget") for the Domestic Loan Parties and the Canadian Loan Parties is to be provided and updated monthly.	*Canadian Borrower (InterTAN)* <u>Canadian Borrower provides Budget</u> – a thirteen week cash flow projection for the Canadian Loan Parties is to be provided and updated monthly. *Domestic Borrowers (U.S. borrowers)*

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436

s. 5.01(b)		<u>Domestic Borrowers provide Wind Down Budget</u> – on or before February 18, 2009, an updated Wind Down Budget for such period as the Agent may reasonably require is to be provided. The Wind Down Budget is a six (6) week cash flow projection for the Domestic Loan Parties, which currently ends on February 28, 2009.
Reports s. 5.01	Certain financial and collateral reports are required to be provided by Borrowers, such as consolidated balance and related statements of operations, stockholders' equity and cash flows. Daily Borrowing Base Certificate. Weekly Variance Report.	Certain financial and collateral reports no longer required. *Canadian (InterTAN.)* - Daily Canadian Borrowing Base Certificate. - Weekly Variance Report reflecting performance as compared to Budget. *Domestic (U.S. borrowers)* - Daily Wind Down Certificate is required to be certified as complete and correct in all material respects by a Financial Officer of Circuit City Stores, Inc. - A copy of the Weekly Sale Reconciliation (as defined in Agency Agreement). - *<u>Weekly Wind Down Variance Report.</u>* Management of Circuit City Stores shall prepare a weekly report reflecting on a line-item basis the Domestic Loan Parties' actual performance compared to the Wind Down Budget for the immediately preceding week and on a cumulative basis and the percentage variance of the Domestic Loan Parties' actual results from those reflected in the then extant Wind Down Budget, along with management's explanation of such variance.

Budget and Wind Down Budget Performance Covenants s. 5.17	*Canadian Borrower (InterTAN Canada Ltd.)* Not addressed. *Domestic Borrowers (U.S. entities)* Performance in accordance with Budget – amongst other covenants in respect of Budget, total cash expenditures (excluding disbursements for the purchase of Inventory) shall not be greater than 110% of the Budget (covenant tested weekly on cumulative basis pursuant to Variance Report from Petition Date through December 13, 2008 and thereafter on a four (4) week trailing basis).	*Canadian Borrower (InterTAN Canada Ltd.)* Performance in accordance with Budget – total cash expenditures of Canadian Borrower shall not be greater than 110% of projected total amount set forth in Budget (covenant tested weekly pursuant to Variance Report on 4 week trailing basis). *Domestic Borrowers (U.S. entities)* Performance in accordance with Wind Down Budget – amongst other covenants in respect of Wind Down Budget, cumulative total cash expenditures shall not be greater than 100% of projected cumulative total amount set forth in Wind Down Budget (covenant tested weekly for the immediately preceding week, pursuant to Wind Down Variance Report).
Cash Collateral Account and Letters of Credit s. 2.23(m)	No similar provision.	The Ending Cash Balance reflected in Wind Down Budget will be deposited into the Cash Collateral Account as collateral for the Letter of Credit Outstandings related to the Domestic Borrowers and the Canadian Liabilities.
Loan to Value Ratio s. 6.14	No Loan to Value Ratio.	From the Third Amendment Effective Date through February 28, 2009, the Loan to Value Ratio shall not be less than 1.50:1.00 and shall be tested on the Saturday of each week as of the end of the immediately preceding week: Loan to Value Ratio. (i) the sum of (A) 70.5% of the Cost Value of the then remaining Merchandise (as each of those terms is defined in the 2009 Agency Agreement) plus (B) the "Ending Cash Balance" reflected in the initial Wind Down Budget (adjusted to reflect the actual cash and not the amounts projected in such Wind Down Budget) to (ii) the outstanding Credit Extensions to or for the account of the Domestic Borrowers.
Event of Default and Agency	Similar Event of Default not contemplated in DIP Agreement.	It is an Event of Default if any Loan Party party to the 2009 Agency Agreement fails to observe or perform materially any covenant, condition or agreement set forth therein, which failure continues for a period of five (5) Business Days, or the Agent (as defined in the Agency Agreement) fails to make any payment to

Agreement s. 7.01(z)		the Loan Parties under the 2009 Agency Agreement in an amount in excess of the then amount available to be drawn under the Agent Letter of Credit (as defined in the Agency Agreement) as and when due thereunder.