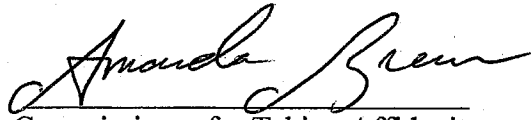
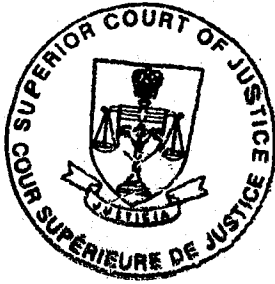


This is Exhibit "B" to the  
Affidavit of DOUGLAS E.J. LAMB  
sworn before me this 19th day of March, 2010.

  
Commissioner for Taking Affidavits

**Amanda Elizabeth Brennan, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 3, 2011.**



Court File No. CV-10-8533-00CL

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

THE HONOURABLE MADAM	)	FRIDAY, THE 8TH
	)	
JUSTICE PEPALL	)	DAY OF JANUARY, 2010

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 CANWEST PUBLISHING  
 INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
 INC. AND CANWEST (CANADA) INC.

**INITIAL ORDER**

THIS APPLICATION, made by Canwest Publishing Inc./Publications Canwest Inc. (“CPI”), Canwest Books Inc. (“CBI”) and Canwest (Canada) Inc. (“CCI”), (together, the “Applicants”), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Thomas C. Strike sworn January , 2009 and the Exhibits thereto (the “Strike Affidavit”) and the Report of the Proposed Monitor, FTI Consulting Canada Inc. (“FTI Consulting” or the “Monitor”) (the “Monitor’s Pre-Filing Report”), and on being advised that CIBC Mellon Trust Company and other secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and Canwest Limited Partnership/Canwest Societe en Commandite (the “Limited Partnership”), the Special Committee, being an existing committee comprised only of independent directors of the Board of Directors of Canwest Global Communications Corp. (the “Special Committee”), FTI Consulting, The Bank of Nova Scotia in its capacity as Administrative Agent (the “Agent”) for the senior lenders to the Limited Partnership (collectively, the “Senior Lenders”), and the ad hoc committee of holders of 9.25% senior

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subordinated notes issued by the Limited Partnership (the “**Ad Hoc Committee**”) and the directors and officers of the Applicants and on reading the consent of FTI Consulting to act as the Monitor,

## **PART I – CCAA RELIEF**

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

### **APPLICATION**

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not an Applicant, the Limited Partnership (together with the Applicants, the “**LP Entities**”) shall enjoy the benefits of the protections and authorizations provided by this Order.

### **PLAN OF ARRANGEMENT**

3. THIS COURT ORDERS that the Applicants have the authority to file the Senior Lenders CCAA Plan (as defined below) with this Court and that, subject to further Order of this Court, one or more of the Applicants, individually or collectively, with the consent of the Monitor and the LP CRA (as defined below), shall have the authority to file and may file with this Court other plans of compromise or arrangement (hereinafter referred to as an “**LP Plan**”) between, *inter alia*, one or more of the LP Entities and one or more classes of their applicable secured and/or unsecured creditors.

### **POSSESSION OF PROPERTY AND OPERATIONS OF THE LP ENTITIES**

4. THIS COURT ORDERS that the LP Entities shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively the “**LP Property**”). Subject to this and further Order of this Court, the LP Entities shall each continue to carry on business in the ordinary course in a manner consistent with the preservation of their

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respective businesses (collectively the "**LP Business**") and LP Property. The LP Entities shall each be authorized and empowered to continue to retain and employ the consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order, with the prior approval of the Monitor in consultation with the LP CRA and subject to the provisions on the payment of the Assistants set forth in paragraph 9 hereof. The LP Entities shall each be further authorized and empowered to continue to retain and employ the employees currently employed by them, with liberty to employ such further employees as they deem reasonably necessary or desirable in the ordinary course of business.

5. Mr. Dennis Skulsky, the President of CPI (the "**President of CPI**") shall
  - (a) report directly and solely to the Special Committee;
  - (b) shall keep the Monitor and the LP CRA advised on a timely basis of developments in the operations and financial performance of the LP Entities and shall meet with the Monitor, the LP CRA and the financial advisor to counsel for the Agent (the "**McMillan Financial Advisor**") and collectively with counsel to the Agent and the other advisors to the Agent, the "**Agent's Advisors**") at least once per week, unless otherwise agreed by the McMillan Financial Advisor, to provide an update on operations and financial performance of the LP Entities; and
  - (c) advise the Monitor, the LP CRA and the McMillan Financial Advisor forthwith if the Special Committee disagrees with and precludes the President of CPI from proceeding with any recommended financial or operational initiative which the President of CPI believes is in the best interests of the LP Entities, in which case the Monitor will apply to the court for advice and direction, if the Monitor and the LP CRA are unable to assist the parties in coming to agreement.
6. The LP Entities shall provide the Agent's Advisors with any non-privileged information reasonably requested.
7. THIS COURT ORDERS that the LP Entities shall be entitled to continue to utilize the centralized cash management system currently in place as described in the Strike Affidavit or

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replace it with another substantially similar centralized cash management system satisfactory to the LP DIP Lenders (as defined below) and the Agent (the "**LP Cash Management System**"). Any present or future bank providing the LP Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken thereunder, or as to the use or application by the LP Entities of funds transferred, paid, collected or otherwise dealt with in the LP Cash Management System, shall be entitled to provide the LP Cash Management System without any liability in respect thereof to any individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") other than the LP Entities, pursuant to the terms of the documentation applicable to the LP Cash Management System, and shall be, in its capacity as provider of the LP Cash Management System, an unaffected creditor in any plan of compromise or arrangement filed by the LP Entities under the CCAA, any proposal filed by the LP Entities under the *Bankruptcy and Insolvency Act of Canada* (the "**BIA**") or any other restructuring with regard to any claims or expenses it may suffer or incur in connection with the provision of the LP Cash Management System. All security interests over the LP Property granted by the LP Entities to The Bank of Nova Scotia to secure obligations under the LP Cash Management System (the "**Cash Management Existing Security**") up to \$7.5 million shall rank *pari passu* with the LP DIP Lenders' Charge (as defined below), in accordance with the terms of the Commitment Letter and the LP DIP Definitive Documents (as each term is hereinafter defined) and pursuant to paragraphs 54 and 56 hereof.

8. THIS COURT ORDERS that the LP Entities and the CMI Entities (as defined in the Strike Affidavit) shall continue to provide and pay for the shared services, as described in the Agreement on Shared Services and Employees (the "**New Shared Services Agreement**") dated as of October 26, 2009 attached as Exhibit "S" to the Strike Affidavit (collectively, the "**Shared Services**"), to each other and their other affiliated and related entities, in accordance with the New Shared Services Agreement. Notwithstanding any other provision in this Order, neither the LP Entities nor the CMI Entities shall modify, cease providing or terminate the provision of or payment for the Shared Services or any other provision of the New Shared Services Agreement except with the consent of the parties thereto, the Agent, acting in consultation with the Steering Committee, the LP CRA and the Monitor or further Order of this Court.

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9. THIS COURT ORDERS that, subject to availability under the LP DIP Facility (as defined below), subject to the LP DIP Definitive Documents and the LP Support Agreement (all as hereinafter defined), and subject to the cash flow forecasts delivered in accordance with the LP DIP Definitive Documents and the LP Support Agreement (the “**Approved Cash Flow**”), the LP Entities shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order, to the extent that such expenses are incurred or payable by the LP Entities:

- (a) all outstanding and future wages, salaries, employee and pension benefits (other than in respect of the Southam Executive Retirement Agreements or the CanWest MediaWorks Limited Partnership (now the Limited Partnership) Retirement Compensation Arrangement Plan), vacation pay, bonuses and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) without limiting the generality of paragraph 9(a), all current service, special and similar pension and/or retirement benefit payments (other than in respect of the Southam Executive Retirement Agreements or the CanWest MediaWorks Limited Partnership (now the Limited Partnership) Retirement Compensation Arrangement Plan), commissions and other incentive payments, payments to employees under collective bargaining agreements not otherwise covered by paragraph 9(a) and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements, but in the case of director legal expenses, only in accordance with paragraph 37 hereof;
- (c) compensation to employees in respect of any payments made to employees prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings, unless such payments are not permitted by this Order;
- (d) with the prior consent of the Monitor, all outstanding and future amounts owing to or in respect of individuals working as independent contractors or freelancers in connection with the LP Business;

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- (e) with the prior consent of the Monitor in consultation with the LP CRA, the reasonable fees and disbursements of any Assistants retained or employed by the LP Entities in respect of these proceedings, at their standard rates and charges, including any payments made to Assistants prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings;
- (f) any and all sums due and owing to Amex Bank of Canada (“**American Express**”), including, without limitation, amounts due and owing by the LP Entities to American Express in respect of the Corporate Card Program and Central Billed Accounts Program as described in the Strike Affidavit;
- (g) amounts collected in respect of various sales representation agreements under which the LP Entities sell as commissioned agent printed and/or online advertising on behalf of third-party clients; and
- (h) amounts owing for goods and services actually supplied to the LP Entities, or to obtain the release of goods contracted for prior to the date of this Order with the prior consent of the Monitor if, in the opinion of the LP CRA, in consultation with the LP Entities, the supplier is critical to the LP Business and ongoing operations of any of the LP Entities.

For greater certainty, unless otherwise ordered, the LP Entities shall not make (a) any payments to, or in satisfaction of any liabilities or obligations of the CMI Entities, save and except for payments in respect of the New Shared Services Agreement; or (b) any payments on account of change of control or other golden parachute arrangements, severance or termination pay, payment in lieu of notice of termination, claims for wrongful dismissal or other similar obligations.

10. THIS COURT ORDERS that, subject to availability under the LP DIP Facility, and subject to the LP DIP Definitive Documents and the LP Support Agreement, and subject to the Approved Cash Flow, the LP Entities shall be entitled but not required to pay all reasonable expenses incurred by them in carrying on the LP Business in the ordinary course from and after

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the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the LP Property or the LP Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and
- (b) payment, including the posting of letters of credit, for goods or services actually supplied or to be supplied to the LP Entities following the date of this Order.

For greater certainty, the LP Entities shall not make any payments to, or in satisfaction of any liabilities or obligations of the CMI Entities, save and except for payments in respect of the New Shared Services Agreement.

11. THIS COURT ORDERS that the LP Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the LP Entities' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the LP Entities in connection with the sale of goods and services by the LP Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation, employer's health tax or other taxes, assessments or levies of any nature or kind which are entitled at law to



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be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the LP Business by the LP Entities.

12. THIS COURT ORDERS that, subject to availability under the LP DIP Facility, subject to the LP DIP Definitive Documents and the LP Support Agreement, and subject to the Approved Cash Flow, the LP Entities shall be entitled but not required to make available to National Post Inc. (formerly known as 4513401 Canada Inc.) secured revolving loans pursuant to the terms of the NP Intercompany Loan Agreement as defined and described in greater detail in the Strike Affidavit.

13. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with paragraph 18(c) of this Order, the LP Entities shall pay all amounts constituting rent or payable as rent under their respective real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable LP Entity and the relevant landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly on the first day of each month, in advance (but not in arrears). On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid. Upon delivery of a notice of disclaimer or resiliation under section 32 of the CCAA, the relevant LP Entity shall pay all Rent owing by the applicable LP Entity to the applicable landlord in respect of such lease due for the notice period stipulated in section 32 of the CCAA, to the extent that Rent for such period has not already been paid.

14. THIS COURT ORDERS that, except as otherwise specifically permitted herein, the LP Entities are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any one of the LP Entities to any of their creditors as of this date, including interest payable in respect of indebtedness owing by CPI to the Limited Partnership, which interest otherwise payable to the Limited Partnership shall cease to accrue as of the date hereof; (b) to grant no security interests, trusts, liens, charges or encumbrances upon or in respect of any of the LP Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the LP Business.

**LP SUPPORT AGREEMENT**

15. THIS COURT ORDERS that the LP Support Agreement made as of January 8, 2010 between the LP Entities and the Agent (the “**LP Support Agreement**”) is hereby approved and the LP Entities are hereby authorized and directed to pay and perform all of their indebtedness, liabilities and obligations under and pursuant to the LP Support Agreement. Without limiting the generality of the foregoing, as set forth in the LP Support Agreement, the LP Entities are authorized and directed to (i) make payments of interest on principal outstanding from time to time under the Senior Credit Agreement and the Hedging Agreements (as those terms are defined in the Senior Lenders CCAA Plan) (ii) pay all Recoverable Expenses (as defined in the LP Support Agreement); and (iii) make payments to the Agent of certain fees as contemplated in section 5.1 (i) of the LP Support Agreement.

**RESTRUCTURING**

16. THIS COURT ORDERS that the Sale and Investor Solicitation Process, on the terms set out in Schedule “A” hereto (the “**SISP**”), is hereby authorized and approved and the LP Entities are hereby directed and authorized to proceed with the SISP.

17. THIS COURT ORDERS that in connection with the SISP and pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, the LP Entities shall disclose personal information of identifiable individuals to prospective bidders under the SISP and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete a sale of the LP Property, or investment in the LP Business (each, a “**Transaction**”). Each prospective bidder to whom such personal information is disclosed shall sign an agreement to maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Transaction, and if it does not complete a Transaction, shall return all such information to the LP Entities, or in the alternative destroy all such information. The Successful Bidder (as defined in the SISP) shall be entitled to continue to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the LP Entities, and shall return all other personal information to the LP Entities, or ensure that all other personal information is destroyed.

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18. THIS COURT ORDERS that the LP Entities shall, subject to such requirements as are imposed by the CCAA, subject to the LP DIP Facility, the LP DIP Definitive Documents and the LP Support Agreement and subject to the consent of the Monitor, acting with the assistance of and in consultation with the LP CRA or further Order of this Court, have the right to:

- (a) to the extent not inconsistent with the SISF, to dispose of redundant or non-material assets, and to sell assets or operations not exceeding \$1 million in any one transaction or \$5 million in the aggregate, so long as the proceeds of all such sales are applied to reduce the principal amount owed to the Senior Lenders under the Senior Credit Agreement (as defined below);
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as the relevant LP Entity deems appropriate in the ordinary course of business;
- (c) in accordance with paragraphs 19 and 20, vacate, abandon or quit the whole but not part of any leased premises and/or disclaim or resiliate any real property lease and any ancillary agreements relating to any leased premises, in accordance with section 32 of the CCAA; and
- (d) disclaim or resiliate, in whole or in part, such of their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the LP Entities deem appropriate, except the New Shared Services Agreement, the LP Support Agreement, the NP Intercompany Loan Agreement or any other agreements or documents entered into in connection with this Order, in accordance with section 32 of the CCAA and to deal with any claims arising from such disclaimer or resiliation in an LP Plan, if any,

all of the foregoing to permit the LP Entities to proceed with an orderly restructuring of the LP Business. For greater certainty, the LP Entities shall not shut down any of their daily newspapers without further prior Order of the Court.

19. THIS COURT ORDERS that LP Entities shall provide each of the relevant landlords with notice of the relevant LP Entity's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be

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entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the LP Entity's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant LP Entity, or by further Order of this Court upon application by the relevant LP Entity on at least two (2) days notice to such landlord and any such secured creditors. If an LP Entity disclaims or resiliates the lease governing such leased premises in accordance with paragraph 18(c) of this Order, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the LP Entity's claim to the fixtures in dispute.

20. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered by an LP Entity in respect of a leased premises, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the relevant landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant LP Entity and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the LP Entity in respect of such lease or leased premises and such landlord shall be entitled to notify the LP Entity of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE LP ENTITIES OR THE LP PROPERTY**

21. THIS COURT ORDERS that until and including February 5, 2010, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the LP Entities, the Monitor or the LP CRA or affecting the LP Business or the LP Property, except with the written consent of the applicable LP Entity, the Monitor and the LP CRA (in respect of proceedings affecting the LP Entities, the LP Property or the LP Business), or with leave of this

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Court, and any and all Proceedings currently under way against or in respect of the LP Entities, the Monitor or the LP CRA or affecting the LP Business or the LP Property are hereby stayed and suspended pending further Order of this Court. In the case of the LP CRA, no Proceeding shall be commenced against the LP CRA or its directors and officers without prior leave of this Court on seven (7) days notice to CRS Inc.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

22. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any Person against or in respect of the LP Entities, the Monitor and/or the LP CRA, or affecting the LP Business or the LP Property, are hereby stayed and suspended except with the written consent of the applicable LP Entity, the Monitor and the LP CRA (in respect of the rights and remedies affecting the LP Entities, the LP Property or the LP Business), the LP CRA (in respect of the rights and remedies affecting the LP CRA), or leave of this Court, provided that nothing in this Order shall (i) empower the LP Entities to carry on any business which the LP Entities are not lawfully entitled to carry on, (ii) exempt the LP Entities from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH RIGHTS**

23. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the LP Entities, except with the written consent of the relevant LP Entity, the LP CRA and the Monitor, or leave of this Court.

#### **CONTINUATION OF SERVICES**

24. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with an LP Entity or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, computer software, communication and other data services, banking and cash management services, payroll services, insurance, transportation services, utility or other services to the LP Business or an LP Entity, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the

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supply of such goods or services as may be required by the LP Entities, and that the LP Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the LP Entities in accordance with normal payment practices of the LP Entities or such other practices as may be agreed upon by the supplier or service provider and the applicable LP Entity, with the consent of the LP CRA and the Monitor, or as may be ordered by this Court.

#### **NON-DEROGATION OF RIGHTS**

25. THIS COURT ORDERS that, notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the LP Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

26. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers (or their respective estates) of the LP Entities with respect to any claim against such directors or officers that arose prior to, on or after the date hereof and that relates to any obligations of the LP Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the LP Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the LP Entities or this Court.

#### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

27. THIS COURT ORDERS that the Applicants shall indemnify their directors and officers from all claims, costs, charges and expenses relating to the failure of any of the LP Entities, after the date hereof, to make payments in respect of the LP Entities of the nature referred to in paragraphs 9(a), 11(a), 11(b) and 11(c) of this Order, which they sustain or incur by reason of or

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in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct. For greater certainty, the indemnity provided by this paragraph 27 shall not indemnify such directors or officers of the Applicants from any costs, claims, charges, expenses or liabilities reasonably attributable to the CMI Entities.

28. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "**LP Directors' Charge**") on the LP Property, which charge shall not exceed an aggregate amount of \$35 million, as security for the indemnity provided in paragraph 27 of this Order. The LP Directors' Charge shall have the priority set out in paragraphs 54 and 56 herein.

29. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the LP Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the LP Directors' Charge to the extent they do not have or are unable to obtain coverage under a directors' and officers' insurance policy or to the extent that such coverage is insufficient to pay amounts indemnified pursuant to paragraph 27 of this Order.

#### **APPOINTMENT OF MONITOR**

30. THIS COURT ORDERS that FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor of the LP Entities, an officer of this Court, to monitor the LP Property and the LP Entities' conduct of the LP Business with the powers and obligations set out in the CCAA and as set forth herein and that the LP Entities and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the LP Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the LP Entities' receipts and disbursements;

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- (b) report to this Court and consult with the Agent's Advisors at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the LP Entities, the LP Property, the LP Business, and such other matters as may be relevant to the proceedings herein and with respect to any payments made pursuant to paragraph 9(h) herein;
- (c) assist the LP Entities, in their dissemination, to the McMillan Financial Advisor, the Agent and the LP DIP Agent (as defined below) and its counsel of financial and other information as agreed to between the LP Entities and the Agent or the LP Entities and the LP DIP Lenders (as defined below) which may be used in these proceedings;
- (d) advise the LP Entities in their preparation of the LP Entities' cash flow statements and reporting required by the LP DIP Lenders or the Agent, which information shall be reviewed with the Monitor and delivered to the McMillan Financial Advisor, the LP DIP Agent and the Agent in compliance with the LP DIP Definitive Documents and the LP Support Agreement, or as otherwise agreed to by the LP DIP Agent or the Agent;
- (e) assist the LP CRA in the performance of its duties set out in the LP CRA Agreement (as defined below);
- (f) advise the LP Entities in their development and implementation of the LP Plan, if any, and any amendments to any such LP Plan;
- (g) assist the LP Entities with the holding and administering of creditors' or shareholders' meetings for voting on any LP Plan, as applicable;
- (h) have full and complete access to the LP Property, including the premises, books, records, data (including data in electronic form), other financial documents of the LP Entities, and management, employees and advisors of the LP Entities, to the extent that is necessary to adequately assess the LP Entities' business and financial affairs or to perform its duties arising under this Order;



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- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) monitor and, if necessary, report to the Court on any matters pertaining to the New Shared Services Agreement; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

32. THIS COURT ORDERS that in addition to its prescribed rights and obligations under the CCAA and the powers granted hereunder, the Monitor shall supervise the SISP and supervise the Financial Advisor (as hereinafter defined) in connection therewith and that the Monitor is hereby empowered, authorized and directed to take such actions and fulfill such roles as are contemplated in the SISP, including:

- (a) working with the Financial Advisor and the LP CRA to develop a list of potential bidders to be contacted;
- (b) working with the Financial Advisor, the LP CRA and counsel for the LP Entities, who at all times are to be instructed by the LP CRA, (together the “SISP Advisors”) on the negotiation of confidentiality agreements;
- (c) working with the SISP Advisors in the preparation and distribution of a confidential information memorandum;
- (d) working with the SISP Advisors in the establishment of and supervision of access to an electronic data room;
- (e) providing the Agent and the Agent’s Advisors with timely and regular updates and information as to the progress of the SISP, subject only to the Monitor reserving its right not to provide information concerning the particulars of any of the Qualified Non-Binding Indications of Interest (as defined in the SISP) or Qualifying Bids (as defined in the SISP) until after the conduct of the vote on the Senior Lenders CCAA Plan;

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- (f) in accordance with the terms of the SISP, supervising the conduct of Phase 1, and to the extent applicable Phase 2, of the SISP and exercising the duties, powers and authorities to be exercised by the Monitor under the terms of the SISP;
- (g) presenting such further and other recommendations to the Special Committee as contemplated in the SISP or as may be considered advisable by the Monitor or the LP CRA, it being understood that subject to further Order of this Court, the authorities and obligations of the Special Committee in the SISP and in the operations of the LP Entities to the extent there are any such obligations, and in the restructuring of the LP Entities generally, shall only be to deal with matters brought to it either by the President of CPI as contemplated by paragraph 5 of this Order or by the Monitor as contemplated by this paragraph in the Order; and
- (h) otherwise working with the SISP Advisors on any steps and actions considered necessary or desirable in carrying out the SISP.

33. THIS COURT ORDERS that the Monitor shall not take possession of the LP Property and shall take no part whatsoever in the management or supervision of the management of the LP Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the LP Business or LP Property, or any part thereof.

34. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the LP Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be

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in Possession of any of the LP Property within the meaning of any Environmental Legislation, unless it is actually in Possession.

35. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant and the LP DIP Lenders with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor provided that with respect to any Person acting, directly or indirectly, as or on behalf of a bidder or potential bidder involved in the SISP, the Monitor is not required to provide any such information unless the Monitor is satisfied that appropriate internal confidentiality screens are in place. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the LP Entities may agree.

36. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

37. THIS COURT ORDERS that, subject to the provisions of this paragraph, the Monitor, counsel to the Monitor, counsel to the LP Entities, counsel and financial advisor to the Special Committee, counsel to the directors and officers of the Applicants, the LP CRA, counsel to the LP CRA and the Financial Advisor, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, or as agreed under contracts, as long as such contracts, which shall include any contracts to obtain fairness opinions, are approved by this Court, whether incurred prior to or subsequent to the date of this Order, by the LP Entities, to the extent that such fees and disbursements relate to services provided to the LP Entities. From the date of this Order, the fees and disbursements paid by the LP Entities to:

- (a) counsel to the Special Committee shall be limited to those incurred in respect of advice given in connection with the authorities and obligations of the Special Committee as set forth in paragraph 32(g) herein; and

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- (b) counsel to the directors and officers of the Applicants shall not exceed \$75,000 in total.

The Monitor, counsel to the Monitor, counsel to the LP Entities, counsel and financial advisor to the Special Committee, the LP CRA, counsel to the LP CRA, counsel to the Applicants' directors and officers and the Financial Advisor shall keep separate accounts for services provided in respect of the LP Entities and services provided in respect of the CMI Entities. The LP Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, counsel to the LP Entities, counsel and financial advisor to the Special Committee on a weekly basis, and the accounts of the LP CRA, counsel to the LP CRA, and counsel to the Applicants' directors and officers and the Financial Advisor on a monthly basis, to the extent that such accounts relate to services provided to the LP Entities. The LP Entities shall not be liable for and shall not pay any expenses, fees, disbursements or retainers of the Monitor, counsel to the Monitor, counsel to the CMI Entities, counsel and financial advisor to the Special Committee, counsel to the Applicants' directors and officers or the Financial Advisor, to the extent that such expenses, fees, disbursements or retainers are not attributable to the LP Entities.

38. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and if so ordered by the Court on motion brought by the Monitor, after consultation with the LP CRA, other counsel whose fees and disbursements are secured by the LP Administration Charge (as defined below), shall pass their accounts from time to time, and for this purpose the accounts of such parties are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

39. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the LP Entities, counsel and the financial advisor to the Special Committee, the LP CRA, and counsel to the LP CRA shall be entitled to the benefit of and are hereby granted a charge on the LP Property (the "**LP Administration Charge**"), which charge shall not exceed an aggregate amount of \$3 million, as security for their reasonable professional fees and disbursements incurred at their respective standard rates and charges in respect of such services, both before and after the making of this Order in respect of these proceedings. The LP Administration Charge shall have the priority set out in paragraphs 54 and 56 hereof.

40. THIS COURT ORDERS that the RBC Dominion Securities Inc., a member company of RBC Capital Markets (the "**Financial Advisor**") shall be entitled to the benefit of and is hereby

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granted a charge on the LP Property (the “**FA Charge**”), which charge shall not exceed an aggregate amount of \$10 million, as security for the fees and disbursements, including a success fee (if any) payable to the Financial Advisor pursuant to the engagement letter dated October 1, 2009 between CPI, the Limited Partnership and Financial Advisor (the “**Financial Advisor Agreement**”). The FA Charge shall have the priority set out in paragraphs 54 and 56 hereof.

#### **CHIEF RESTRUCTURING ADVISOR**

41. THIS COURT ORDERS that CRS Inc. (“**CRS**”) be and is hereby appointed as Chief Restructuring Advisor of the LP Entities in accordance with the terms and conditions of the agreement entered into between Canwest Global Communications Corp. (“**Canwest Global**”), the LP Entities and CRS (CRS and its President, Gary F. Colter, are collectively referred to herein as the “**LP CRA**”) dated November 1, 2009 (the “**LP CRA Agreement**”), effective as of the date of this Order.
42. THIS COURT ORDERS that the LP CRA Agreement is hereby approved and given full force and effect and that the LP CRA is hereby authorized to retain counsel as set out in the LP CRA Agreement. The LP CRA Agreement shall not be amended without prior Court approval.
43. THIS COURT ORDERS that the LP Entities are authorized and directed to continue the engagement of the LP CRA on the terms and conditions set out in the LP CRA Agreement.
44. THIS COURT ORDERS that the LP CRA shall not be or be deemed to be a director, officer or employee of any of the LP Entities.
45. THIS COURT ORDERS that the LP CRA and its directors and officers shall incur no liability or obligation as a result of the LP CRA’s appointment or the carrying out of the provisions of this Order, or the provision of services pursuant to the LP CRA Agreement, save and except as may result from gross negligence or wilful misconduct on the part of the LP CRA. In particular, the LP CRA and its directors and officers shall incur no liability, whether statutory or otherwise, as a director or officer of the LP Entities.
46. THIS COURT ORDERS that (i) the indemnification obligations of Canwest Global in favour of the LP CRA and its officers and directors set out in the LP CRA Agreement; and (ii)

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the payment obligations set out in the LP CRA Agreement shall be entitled to the benefit of and form part of the LP Administration Charge set out herein.

47. THIS COURT ORDERS that any claims of the LP CRA under the LP CRA Agreement shall be treated as unaffected in any plan of compromise or arrangement filed by the LP Entities under the CCAA, any proposal filed by the LP Entities under the BIA or any other restructuring.

#### **DIP FINANCING**

48. THIS COURT ORDERS that LP Entities are hereby authorized and empowered to obtain and borrow under a credit facility from The Bank of Nova Scotia as Administrative Agent (the "**LP DIP Agent**") and certain other lenders from time to time party to the LP DIP Definitive Documents (as defined below)(collectively, the "**LP DIP Lenders**") in order to finance the LP Entities' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$25 million unless permitted by further Order of this Court.

49. THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the LP Entities, the LP DIP Lenders and LP DIP Agent dated as of January 8, 2010 (the "**Commitment Letter**"), filed.

50. THIS COURT ORDERS that the LP Entities are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**LP DIP Definitive Documents**"), as are contemplated by the Commitment Letter or as may be reasonably required by the LP DIP Lenders pursuant to the terms thereof, and the LP Entities are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the LP DIP Lenders under and pursuant to the Commitment Letter and the LP DIP Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

51. THIS COURT ORDERS that the LP DIP Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**LP DIP Lenders' Charge**") on the LP Property as security for any and all obligations of the LP Entities under the LP DIP Definitive Documents, which charge shall not exceed the aggregate amount advanced on or after the date of this Order under the LP

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DIP Definitive Documents. The LP DIP Lenders' Charge shall have the priority set out in paragraphs 54 and 56 hereof.

52. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the LP DIP Lenders or the LP DIP Agent may take such steps from time to time as they may deem necessary or appropriate to file, register, record or perfect the LP DIP Lenders' Charge or any of the LP DIP Definitive Documents;
- (b) upon the occurrence of an event of default under the LP DIP Definitive Documents or the LP DIP Lenders' Charge, the LP DIP Lenders, upon 2 days notice to the LP Entities and the Monitor, may exercise any and all of their rights and remedies against the LP Entities or the LP Property under or pursuant to the Commitment Letter, LP DIP Definitive Documents and the LP DIP Lenders' Charge (except that the right to cease making advances or credit available under the LP DIP Definitive Documents, to set off and/or consolidate any amounts owing by the LP DIP Lenders to the LP Entities against the obligations of the LP Entities to the LP DIP Lenders under the Commitment Letter, the LP DIP Definitive Documents or the LP DIP Lenders' Charge and make demand or accelerate payment thereunder shall be without notice or demand), including, without limitation, to give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the LP Entities and for the appointment of a trustee in bankruptcy of the LP Entities, and upon the occurrence of an event of default under the terms of the LP DIP Definitive Documents, the LP DIP Lenders shall be entitled to seize and retain proceeds from the sale of the LP Property and the cash flow of the LP Entities to repay amounts owing to the LP DIP Lenders in accordance with the LP DIP Definitive Documents and the LP DIP Lenders' Charge, but subject to the priorities as set out in paragraphs 54 and 56 of this Order; and
- (c) the foregoing rights and remedies of the LP DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the LP Entities or the LP Property.

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53. THIS COURT ORDERS AND DECLARES that the LP DIP Lenders shall be treated as unaffected in any plan of compromise or arrangement filed by the LP Entities under the CCAA, any proposal filed by the LP Entities under the BIA or any restructuring with respect to any advances made under the LP DIP Definitive Documents.

#### VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

54. THIS COURT ORDERS that the priorities of the LP Directors' Charge, the LP DIP Lenders' Charge, the LP Administration Charge, the FA Charge and the LP MIP Charge (as defined below), shall be as follows:

First – LP Administration Charge

Second – LP DIP Lenders' Charge and the Cash Management Existing Security up to \$7.5 million on a *pari passu* basis;

Third – The FA Charge; and

Fourth – the LP Directors' Charge and the LP MIP Charge on a *pari passu* basis.

55. THIS COURT ORDERS that the filing, registration or perfection of the LP Directors' Charge, LP DIP Lenders' Charge, the LP Administration Charge, the FA Charge or the LP MIP Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

56. THIS COURT ORDERS that the LP Directors' Charge, the LP DIP Lenders' Charge, the LP Administration Charge, the FA Charge and the LP MIP Charge shall constitute a charge on the LP Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, notwithstanding the order of perfection or attachment, except for any validly perfected purchase money security interest in favour of any secured creditor or for any statutory Encumbrance existing on the date of this order in favour of any Person that is a "secured creditor" as defined in the CCAA in respect of source deductions from wages, employer health



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tax, workers compensation, GST/QST, PST payables, vacation pay and banked overtime for employees, and amounts under the Wage Earners' Protection Program that are subject to a super priority claim under the BIA.

57. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the LP Entities shall not grant any Encumbrances over any LP Property that rank in priority to, or *pari passu* with, any of the LP Directors' Charge, the LP DIP Lenders' Charge, the LP Administration Charge, the FA Charge or the LP MIP Charge, unless the LP Entities also obtain the prior written consent of the Monitor, the beneficiaries of the LP Directors' Charge, the LP DIP Lenders' Charge, the LP Administration Charge, the LP MIP Charge or the FA Charge and the Agent, or upon further Order of this Court.

58. THIS COURT ORDERS that the LP Directors' Charge, the LP DIP Lenders' Charge, the LP Administration Charge, the FA Charge, the LP MIP Charge and the LP Support Agreement shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the LP Entities, or any of them, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery or performance of the Commitment Letter, the LP DIP Definitive Documents or the LP Support Agreement shall create or be deemed to constitute a breach by any of the LP Entities of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges

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or the execution, delivery or performance of the Commitment Letter or any LP DIP Definitive Documents; and

- (c) the LP Support Agreement, the Commitment Letter, the LP DIP Definitive Documents, payments made by the LP Entities pursuant to this Order, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

59. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the relevant LP Entity's interest in such real property leases.

60. THIS COURT ORDERS that, notwithstanding any other provision of this Order, the terms and conditions with respect to any release and discharge of the Charges (as defined herein) shall be subject to the consent of the applicable Chargee and the Monitor or further Order of the Court.

#### **APPROVAL OF FINANCIAL ADVISOR AGREEMENT**

61. THIS COURT ORDERS that the Financial Advisor Agreement in the form attached to the Confidential Supplement to the Monitor's Pre-Filing Report (the "**Confidential Supplement**") is hereby approved and the LP Entities are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Financial Advisor Agreement.

#### **MANAGEMENT INCENTIVE PLAN**

62. THIS COURT ORDERS that the LP Entities' management incentive plan (the "**LP MIP**"), the National Post Inc. management incentive plan (the "**NP MIP**") and employee special arrangements (the "**Special Arrangements**") in the forms attached to the Confidential Supplement are hereby approved and the LP Entities are authorized and directed to make payments contemplated thereunder in accordance with the terms and conditions of the LP MIP, the NP MIP and the Special Arrangements which shall not be amended without the consent of the Agent, acting in consultation with the Steering Committee and further Order of the Court.

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63. THIS COURT ORDERS that the key employees referred to in the LP MIP and the beneficiaries of the Special Arrangements shall be entitled to the benefit of and are hereby granted a charge (the “**LP MIP Charge**”) on the LP Property, which charge shall not exceed an aggregate amount of \$3 million, to secure amounts owing to such key employees under the LP MIP and amounts owing to the beneficiaries of the Special Arrangements.

#### **SEALING OF CONFIDENTIAL SUPPLEMENT**

64. THIS COURT ORDERS that the Confidential Supplement be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.

#### **PART II – SENIOR LENDERS CCAA PLAN OF ARRANGEMENT**

##### **SENIOR LENDERS CCAA PLAN OF ARRANGEMENT**

65. THIS COURT ORDERS that capitalized terms used in Parts II, III, and IV of this Order not otherwise defined herein shall have the meanings given to them in the Senior Lenders CCAA Plan.

66. THIS COURT ORDERS that the plan of compromise or arrangement (hereinafter referred to as the “**Senior Lenders CCAA Plan**”) between the LP Entities and the Senior Secured Creditors, substantially in the form attached as Schedule “B” hereto, be and is hereby accepted for filing, and that the LP Entities are authorized to seek approval of the Senior Lenders CCAA Plan in the manner set forth herein.

67. THIS COURT ORDERS that the Agent is hereby authorized to amend, modify and/or supplement the Senior Lenders CCAA Plan at any time and from time to time prior to the Senior Lenders Meeting (as defined below). The Monitor shall disclose and make available all amendments, modifications and supplements to the Senior Lenders CCAA Plan at the Senior Lenders Meeting.

#### **PART III – SENIOR LENDERS CLAIMS PROCESS**

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68. THIS COURT ORDERS that for the purposes of voting and distribution under the Senior Lenders CCAA Plan, the Principal amount of the Senior Secured Claims shall be determined in the following manner (the “**Senior Lenders Claims Process**”):

- (a) Within two (2) Business Days of the date hereof (the “**Filing Date**”), the Agent, on behalf of the Senior Lenders, shall send to the LP Entities (with a copy to the Monitor):
  - (i) a notice substantially in the form attached as Schedule “C” hereto, setting out based upon its records: (x) the aggregate Principal amount of the Senior Secured Claims owing directly by each of the LP Entities under the Senior Credit Agreement as at the Filing Date (the “**Syndicate Claims**”) and (y) each Senior Lender’s pro rata share of the Syndicate Claims as at the Filing Date (all of which shall constitute, the “**Notice of Claim - Syndicate Claims and Pro Rata Notice**”).
  - (ii) concurrently with the delivery of the Notice of Claim - Syndicate Claims and Pro Rata Notice to the LP Entities, the Agent shall post a copy of the Notice of Claim - Syndicate Claims and Pro Rata Notice to one of the IntraLinks websites (the “**Senior Lenders Website**”) maintained by the Agent for the benefit of the Senior Lenders.
- (b) The LP Entities shall within five (5) Business Days of receipt of the Notice of Claim - Syndicate Claims and Pro Rata Notice advise the Monitor (with a copy to the Agent) whether the amounts set out therein are consistent with their books and records. If the LP Entities fail to file a notice of dispute substantially in the form attached as Schedule “D” hereto (a “**Notice of Dispute - Syndicate Claims and Pro Rata Notice**”), within the five (5) day period noted above, then the LP Entities shall be deemed to have confirmed the amounts set out in the Notice of Claim - Syndicate Claims and Pro Rata Notice.
- (c) Each of the Senior Lenders holding Syndicate Claims shall within five (5) Business Days of the posting of the Notice of Claim - Syndicate Claims and Pro Rata Notice to the Senior Lenders Website advise the Monitor (with a copy to the Agent) whether such Senior Lender’s pro rata share of the Syndicate Claims set out in the Notice of Claim - Syndicate Claims and Pro Rata Notice is accurate. If a Senior Lender fails to file a Notice of Dispute - Syndicate Claims and Pro Rata Notice within the five (5) day period noted above then such Senior Lender shall be deemed to have confirmed

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its pro rata share of the Syndicate Claims as set out in the Notice of Claim - Syndicate Claims and Pro Rata Notice is accurate.

- (d) If the amount of a Senior Lender's Syndicate Claim is: (i) confirmed by the LP Entities pursuant to paragraph 68(b); and (ii) confirmed by such Senior Lender pursuant to paragraph 68(c), then the amount designated in the Notice of Claim - Syndicate Claims and Pro Rata Notice to be such Senior Lender's pro rata share of the Syndicate Claims shall be deemed to be finally determined ("**Finally Determined**") and accepted as the Proven Principal Claim of such Senior Lender for the purposes of voting and for calculating the entitlement to distribution under the Senior Lenders CCAA Plan in respect of the Syndicate Claims.
- (e) Within two (2) Business Days of the Filing Date, the LP Entities shall send to each holder of a Senior Secured Claim under or pursuant to one or more Hedging Agreements (each, a "**Hedging Creditor**") (with a copy to the Monitor and the Agent) a notice, substantially in the form attached as Schedule "E" hereto, setting out the Principal amount of such Hedging Creditor's Senior Secured Claim owing directly by each of the LP Entities and the rate of interest payable on such Principal amount (each, a "**Notice of Claim - Hedging Agreements**").
- (f) Each Hedging Creditor shall within five (5) Business Days of receipt of their respective notices confirm to the Monitor whether the amounts and interest rate set out therein are accurate.
- (g) If the Principal amount and interest rate set out in a Notice of Claim - Hedging Agreements is confirmed by the specified Hedging Creditor or if such Hedging Creditor does not deliver a notice of dispute substantially in the form attached as Schedule "F" hereto (a "**Notice of Dispute - Hedging Agreements**") within five (5) Business Days of receipt of such Notice of Claim - Hedging Agreements, then the Principal amount set out in such Notice of Claim - Hedging Agreements shall be deemed to be Finally Determined and accepted as the Proven Principal Claim of such Hedging Creditor for the purposes of voting and for calculating the entitlement to distributions under the Senior Lenders CCAA Plan and the interest rate set out in the Notice of Claim - Hedging Agreements shall be deemed to be the proper interest rate

- for the purposes of calculating the entitlement to distributions under the Senior Lenders CCAA Plan.
- (h) Within five (5) Business Days of receipt (or posting on the Senior Lenders Website) of either the Notice of Claim - Syndicate Claims and Pro Rata Notice or a Notice of Claim - Hedging Agreements, as the case may be, a Senior Lender holding a Syndicate Claim, the LP Entities or a Hedging Creditor (in such circumstances a **“Disputing Claimant”**) may deliver a Notice of Dispute - Syndicate Claims and Pro Rata Notice or a Notice of Dispute - Hedging Agreements to the Monitor (with a copy to the Agent in respect of a Notice of Dispute - Syndicate Claims and Pro Rata Notice) as follows:
- (i) the LP Entities or a Senior Lender holding a Syndicate Claim may deliver a Notice of Dispute - Syndicate Claims and Pro Rata Notice indicating that they dispute the amount set out in the Notice of Claim - Syndicate Claims and Pro Rata Notice. If a Notice of Dispute - Syndicate Claims and Pro Rata Notice is delivered pursuant to the preceding sentence, then the applicable Senior Lender, the Monitor, the LP Entities and the Agent shall have three (3) Business Days to reach an agreement in writing as to the Principal amount of the Senior Secured Claim that is subject to the Notice of Dispute - Syndicate Claims and Pro Rata Notice, in which case such agreement shall govern and the Principal amount of such Senior Secured Claim as agreed shall be deemed to be Finally Determined and accepted as the Senior Lender’s Proven Principal Claim for the purposes of voting and for calculating the entitlement to distributions under the Senior Lenders CCAA Plan in respect of the Syndicate Claims.
  - (ii) a Hedging Creditor may deliver a Notice of Dispute - Hedging Agreements indicating that it disputes the amount or interest rate set out in its Notice of Claim - Hedging Agreements. If a Notice of Dispute - Hedging Agreements is delivered pursuant to the preceding sentence, then the Monitor, the LP Entities and the Agent and the particular Hedging Creditor shall have three (3) Business Days to reach an agreement in writing as to the Principal amount of, and/or interest rate applicable to the Senior Secured Claim that is subject to the Notice of Dispute - Hedging Agreements, in which case such agreement shall govern and the Principal amount as agreed shall be deemed to be Finally Determined and accepted as the Proven Principal Claim of such Hedging Creditor for the purposes of voting and for calculating the entitlement to distributions under the Senior Lenders CCAA Plan and the interest rate, as agreed, shall be deemed to be the proper interest rate for the purposes of calculating the entitlement to distributions under the Senior Lenders CCAA Plan.

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- (i) If a Notice of Dispute - Syndicate Claims and Pro Rata Notice or a Notice of Dispute - Hedging Agreements is unable to be resolved in the manner and within the time period set out in paragraph 68(h) above, then the Claim of such Disputing Claimant shall be determined by the Court on a motion for advice and directions brought by the Monitor (the “**Dispute Motion**”) on notice to all interested parties. The Monitor and the Disputing Claimant shall each use reasonable efforts to have the Dispute Motion, and any appeals therefrom, disposed of on an expedited basis with a view to having the Claim of the Disputing Claimant Finally Determined on a timely basis.
- (j) If the Principal amount of a Senior Secured Claim held by a Senior Lender is the subject of a Notice of Dispute - Syndicate Claims and Pro Rata Notice and is not Finally Determined on or before the second Business Day immediately prior to the day of the Senior Lenders Meeting, then for the purposes of voting, such a Senior Lender shall be deemed to have an accepted Senior Secured Claim for voting purposes (an “**Accepted Voting Claim**”) equal to the amount of its pro rata share of the Syndicate Claims set out in the Notice of Claim - Syndicate Claims and Pro Rata Notice.
- (k) If the Principal amount of a Senior Secured Claim held by a Hedging Creditor is the subject of a Notice of Dispute - Hedging Agreements and is not Finally Determined on or before the second Business Day immediately prior to the day of the Senior Lenders Meeting, then for the purposes of voting, such a Hedging Creditor shall be deemed to have an Accepted Voting Claim equal to the amount set out in its Notice of Claim - Hedging Agreements.

69. **THIS COURT ORDERS** that any Senior Lender, who asserts that its Senior Secured Claim as at the Filing Date includes a claim or claims for amounts in addition to a claim for Principal (an “**Additional Claim**”), shall notify the Monitor (with a copy to the Agent and the LP Entities), of such Additional Claim and the amount of such Additional Claim within ten (10) Business Days of the Filing Date. If no such notice is received by the Monitor within ten (10) Business Days of the Filing Date, such Senior Lender’s Additional Claim shall be and is hereby forever extinguished and barred.

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70. **THIS COURT ORDERS** that, for the purposes of calculating Senior Secured Claims for voting and distribution purposes, Senior Secured Claims denominated in US dollars shall be converted into Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect on the date of the Initial Order.

71. **THIS COURT ORDERS** that the Agent shall post a copy of this Order on the Senior Lenders Website within two (2) Business Days of the making of the Order.

#### **PART IV – SENIOR LENDERS MEETING**

##### **THE SENIOR LENDERS MEETING**

72. **THIS COURT ORDERS** that the holding and conduct of a meeting of the Senior Lenders on January 27, 2010 for the purpose of voting on, with or without variation, a resolution to approve the Senior Lenders CCAA Plan (the “**Senior Lenders Meeting**”) is hereby authorized.

73. **THIS COURT ORDERS** that an officer of the Monitor shall preside as the chair of the Senior Lenders Meeting (the “**Chair**”) and, subject to this Order and any further order of this Court, shall decide all matters relating to the conduct of the Senior Lenders Meeting.

74. **THIS COURT ORDERS** that the Chair is authorized to adjourn the Senior Lenders Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Senior Lenders Meeting for the purpose of adjournment). Notice of such adjourned date shall be posted on the Monitor’s website and there shall be no requirement to provide any other notice.

75. **THIS COURT ORDERS** that the only persons entitled to attend the Senior Lenders Meeting shall be the LP Entities, the Monitor, the LP CRA, the Agent and the Senior Lenders entitled to vote at the Senior Lenders Meeting (including, for the purposes of attendance, speaking and voting, their respective proxy holders) and their respective legal counsel. Any other person may be admitted to the Senior Lenders Meeting by the Chair or the LP Entities.

76. **THIS COURT ORDERS** that the only Persons entitled to vote at the Senior Lenders Meeting are Senior Lenders holding Proven Principal Claims or Accepted Voting Claims (collectively “**Accepted Senior Voting Claims**”) on the second Business Day immediately prior to the day of the Senior Lenders Meeting.



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77. THIS COURT ORDERS that record date (the “**Record Date**”) for the purposes of voting on the Senior Lenders CCAA Plan shall be the date hereof.

78. THIS COURT ORDERS that if, after the Record Date, the holder of a Senior Secured Claim on the Record Date, or any subsequent holder of the whole of a Senior Secured Claim who has been acknowledged by the Monitor as the Senior Lender (as disclosed in either the Notice of Claim - Syndicate Claims and Pro Rata Notice or an applicable Notice of Claim - Hedging Agreements) in respect of such Senior Secured Claim, transfers or assigns the whole of such Senior Secured Claim to another Person, the Agent, the LP Entities and the Monitor shall not be obligated to give notice to or to otherwise deal with a transferee or assignee of a Senior Secured Claim as the Senior Lender for the purposes of such Person’s entitlement to vote at the Senior Lenders Meeting.

#### **CLASSIFICATION OF CREDITORS AND VOTING**

79. THIS COURT ORDERS that for the purpose of voting on the Senior Lenders CCAA Plan there shall be one class of creditors constituted by the Senior Lenders holding Accepted Senior Voting Claims.

80. THIS COURT ORDERS that the quorum required at the Senior Lenders Meeting shall be one Senior Secured Creditor holding an Accepted Senior Voting Claim present at the Senior Lenders Meeting in person or by proxy. If the requisite quorum is not present at the Senior Lenders Meeting, then the Senior Lenders Meeting shall be adjourned by the Chair to such time, date and place as the Chair deems necessary or desirable.

81. THIS COURT ORDERS that the Chair shall direct a vote with respect to a resolution to approve the Senior Lenders CCAA Plan and containing such other related provisions as the Agent, in consultation with the Monitor, may consider appropriate.

82. THIS COURT ORDERS that if any matter other than those referred to in paragraph 81 arises at the Senior Lenders Meeting and requires a vote, such vote shall be conducted in the manner decided by the Chair, and (i) if the Chair decides to conduct such vote by way of show of hands, the vote shall be decided by a majority of the votes given on a show of hands, and (ii) if the Chair decides to conduct such vote by written ballot, the vote shall be decided by a majority in number of Senior Lenders holding Accepted Senior Voting Claims and representing a two-

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thirds majority in value of the Accepted Senior Voting Claims present and voting at the Senior Lenders Meeting (the "**Required Majority**").

83. THIS COURT ORDERS that the Monitor is authorized to accept and rely upon a proxy submitted in the form attached hereto as Schedule "G", or such other form of proxy as is acceptable to the Monitor, and received by the Monitor by 5:00 p.m. (Toronto time) on January 25, 2010 or 2 days prior to any adjournment of the Senior Lenders Meeting.

84. THIS COURT ORDERS that following the vote at the Senior Lenders Meeting, the Monitor shall tally the votes and determine whether the Senior Lenders CCAA Plan has been accepted by the Required Majority and how the result of the votes, for and against the Senior Lenders CCAA Plan, would have been affected if Senior Lenders had been allowed to vote in respect of the portion of any Senior Secured Claim, including, for greater certainty, any Additional Claim, that had not been Finally Determined at the time of the Senior Lenders Meeting (the "**Unresolved Senior Claims**").

85. THIS COURT ORDERS that the result of any vote at the Senior Lenders Meeting shall be binding on all Persons affected by the Senior Lenders CCAA Plan, whether or not any such Person is present at the Senior Lenders Meeting.

#### **NOTICE OF SENIOR LENDERS MEETING**

86. THIS COURT ORDERS that on or before January 12, 2010, the Monitor shall deliver the following documents (collectively, the "**Meeting Materials**") to the Agent and the Agent shall forthwith post such documents on the Senior Lenders Website:

- (a) A Notice of Senior Lenders Meeting, substantially in the form attached hereto as Schedule "H";
- (b) A copy of this Order;
- (c) A copy of the Senior Lenders CCAA Plan, as amended; and
- (d) A form of proxy for use at the Senior Lenders Meeting, substantially in the form attached hereto as Schedule "G";

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87. THIS COURT ORDERS that on or before January 12, 2010, the Monitor shall post the Meeting Materials on the Monitor's website at: [<http://cfcanada.fticonsulting.com/clp>].

88. THIS COURT ORDERS that service of a copy of the Meeting Materials upon the Senior Lenders in the manner set out in paragraph 86 shall constitute good and sufficient service of the Senior Lenders CCAA Plan and this Order and good and sufficient notice of the Senior Lenders Meeting on all the Senior Lenders who may be entitled to receive notice thereof, or of these proceedings, and no other document or material need be served on any Persons in respect of these proceedings.

#### **SANCTION HEARING AND ORDER**

89. THIS COURT ORDERS that the Monitor shall file a report to this Court by no later than February 5, 2010, with respect to the results of the vote, including whether:

- (a) the Senior Lenders CCAA Plan was approved by the Required Majority; and
- (b) the votes, for and against the Senior Lenders CCAA Plan, that were cast by Senior Lenders holding Unresolved Senior Claims would affect the result of the vote on the Senior Lenders CCAA Plan.

90. THIS COURT ORDERS that if the approval or non-approval of the Senior Lenders CCAA Plan would be altered by the votes in respect of Unresolved Senior Claims, the Monitor shall, in consultation with the LP Entities and the Agent, request the direction of the Court.

91. THIS COURT ORDERS that if the Senior Lenders CCAA Plan has been accepted by the Required Majority, the LP Entities shall bring a motion seeking the Sanction Order (the "**Sanction Hearing**") on a date to be determined by the Monitor in accordance with the SISP and in consultation with the LP CRA and the Agent, or such other date as the Court may set.

92. THIS COURT ORDERS that service of the Meeting Materials and this Order pursuant to paragraphs 86 and 96 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who are entitled to receive such service and no other form of service need be made and no other materials need be served on any Person in respect of the Sanction Hearing.

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93. THIS COURT ORDERS that any Person intending to object to the motion seeking the Sanction Order shall serve on counsel to the Monitor, the Agent and the LP Entities and those persons listed on the LP Entities' service list and file with the Court no later than three days before the Sanction Hearing a written notice containing a description of its proposed grounds of contestation.

94. THIS COURT ORDERS that in the event that the Sanction Hearing is adjourned, only those Persons who have filed and served a Notice of Appearance herein are required to be served with notice of the adjourned date.

### **SERVICE AND NOTICE**

95. THIS COURT ORDERS that the LP Entities and the Monitor shall (i) without delay, publish, in each of the National Post, the Globe and Mail and La Presse newspapers, one notice containing the information prescribed under the CCAA, (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the LP Entities of more than \$5,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims (other than in respect of Senior Lenders holding Senior Secured Claims, as contemplated by the LP Support Agreement), and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the names and addresses of individual creditors publicly available.

96. THIS COURT ORDERS that the LP Entities and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the LP Entities' creditors or other interested parties at their respective addresses as last shown on the records of the LP Entities and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

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97. THIS COURT ORDERS that the LP Entities, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on its website at <http://cfcanada.fticonsulting.com/clp>.

#### **GENERAL**

98. THIS COURT ORDERS that the LP Entities, the Monitor or the Agent may from time to time apply to this Court for advice and directions in connection with, *inter alia*, the discharge of powers and duties hereunder.

99. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the LP Entities, the LP Business or the LP Property.

100. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the LP Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the LP Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the LP Entities and the Monitor and their respective agents in carrying out the terms of this Order.

101. THIS COURT ORDERS that each of the LP Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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102. THIS COURT ORDERS that any interested party (including the LP Entities, the Monitor and the Agent) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided however that the LP DIP Lenders shall be entitled to rely on this Order as issued for all advances made under the Commitment Letter and the LP DIP Definitive Documents up to and including the date this Order may be varied or amended.

103. THIS COURT ORDERS that, notwithstanding the immediately preceding paragraph, no order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the Commitment Letter or the LP DIP Definitive Documents, unless notice of a motion for such order is served on the Monitor and the LP Entities, the Agent and the LP DIP Lenders returnable no later than February 11, 2010.

104. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

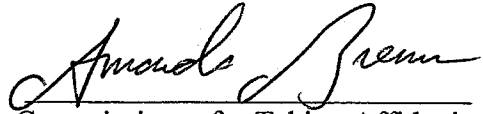


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ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JAN 15 2010

PER / PAR: JSN Joanne Nicoara  
Registrar, Superior Court of Justice

This is Exhibit "C" to the  
Affidavit of DOUGLAS E.J. LAMB  
sworn before me this 19th day of March, 2010.

  
Commissioner for Taking Affidavits

**Amanda Elizabeth Brennan, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 3, 2011.**

Court File No. CV-10-8533-00CL

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

THE HONOURABLE MADAM	)	<i>Tuesday</i>	THE <u>2</u>
	)		
JUSTICE PEPALL	)	DAY OF FEBRUARY, 2010	

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 CANWEST PUBLISHING  
INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
INC. AND CANWEST (CANADA) INC.

**STAY EXTENSION ORDER AND ORDER AMENDING THE INITIAL ORDER AND  
THE PROCEDURES FOR THE SALE AND INVESTOR SOLICITATION PROCESS**

THESE MOTIONS, made by the Applicants for an extension of the Stay Period and other relief, and by the Ad Hoc Committee of 9.25% Senior Subordinated Noteholders (the "**Ad Hoc Committee**") for amendments to the Sale and Investor Solicitation Process and other relief, were heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Thomas C. Strike sworn January 27, 2010 and the Exhibits thereto, the affidavit of Ted S. Lodge sworn January 27, 2010 and the Exhibits thereto, the affidavit of Mark Hootnick sworn January 27, 2010 and the Exhibits thereto and the report of FTI Consulting Canada Inc. (the "**Report**") in its capacity as the monitor appointed in these proceedings (the "**Monitor**"), and on hearing the submissions of counsel for the Applicants and Canwest Limited Partnership / Canwest Societe en Commandite (the "**Limited Partnership**"), the Monitor, The Bank of Nova Scotia in its capacity as Administrative Agent (the "**Agent**") for the senior lenders to the Limited Partnership (collectively, the "**Senior Lenders**") and the Ad



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Hoc Committee, no one appearing for anyone else on the service list although served as appears from the Affidavit of Service, filed and on being advised of the consent of the Ad Hoc Committee to (i) the relief set out in paragraph 4 of this Order, and (ii) the form of Schedule "A" hereto,

1. THIS COURT ORDERS that the time for service of the Notice of Motion, the Report and the Motion Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the Stay Period as defined in Paragraph 21 of the Order of this Honourable Court made in these proceedings on January 8, 2010 (the "Initial Order") be and is hereby extended to and including April 14, 2010.

3. THIS COURT ORDERS that paragraph 12 of the Initial Order be and is amended so that it reads as follows:

12. THIS COURT ORDERS that, subject to availability under the LP DIP Facility, subject to the LP DIP Definitive Documents and the LP Support Agreement, and subject to the Approved Cash Flow, the LP Entities shall be entitled but not required to make available to National Post Inc. (formerly known as 4513401 Canada Inc.) secured revolving loans pursuant to the terms of the NP Intercompany Loan Agreement as defined and described in greater detail in the Strike Affidavit, as same may be amended from time to time with the consent of the Agent, acting in consultation with the Steering Committee, the LP CRA and the Monitor.

4. THIS COURT ORDERS that Schedule "A" to the Initial Order as issued and entered on January 8, 2010 is removed and replaced with the amended version of the Procedures for the Sale and Investor Solicitation Process that is attached as Schedule "A" to this Order.

5. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

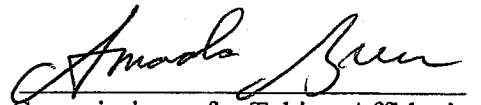
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LE / DANS LE REGISTRE NO.:

FEB 02 2010

PER / PAR: 

  
Joanne Nicoara  
Registrar, Superior Court of Justice

This is Exhibit "D" to the  
Affidavit of DOUGLAS E.J. LAMB  
sworn before me this 19th day of March, 2010.

  
Commissioner for Taking Affidavits

**Amanda Elizabeth Brennan, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 3, 2011.**

## **AGREEMENT ON SHARED SERVICES AND EMPLOYEES**

This Agreement is made as of October 26, 2009 between

**Canwest Global Communications Corp.**  
 ("Canwest Global")

and

**Canwest Limited Partnership / Canwest Societe en  
 Commandite**  
 ("Canwest LP")

and

**Canwest Media Inc.**  
 ("CMI")

and

**Canwest Publishing Inc. / Publications Canwest Inc.**  
 ("CPI")

and

**Canwest Television Limited Partnership**  
 ("Television LP")

and

**The National Post Company/La Publication National Post**  
 ("NP")

### **RECITALS**

- A. Some or all of the Parties are party to the agreements listed in Schedule A hereto (as they may be amended from time to time from and after the date of this Agreement) ("**Shared Services Agreements**") pursuant to which one or more of the Parties has agreed to provide certain services to the other.
- B. It is contemplated that the Broadcast Parties and the Print Parties will be restructured under one or more CCAA Proceedings.
- C. Having regard to the proposed restructurings, the Parties have agreed to an orderly termination of their shared service arrangements and, in that connection, the Parties which are party to certain of the Shared Services Agreements have agreed to alter the basis upon and term

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for which services are to be provided under such Shared Services Agreements and the Parties wish to record their agreement about those arrangements.

D. The Parties also wish to record their agreement regarding certain employees of the Parties and other matters.

**FOR VALUE RECEIVED**, the Parties agree as follows:

## ARTICLE 1 - INTERPRETATION

### Section 1.1 Definitions

Terms defined in the introductory section and recitals to this Agreement have the meanings ascribed to them above. In addition, in this Agreement:

- (1) **"Affiliate"** of a Party means any person that directly or indirectly Controls, is Controlled by, or is under common Control with, that Party, and for greater certainty includes a subsidiary.
- (2) **"Affiliation Services"** means Canwest News Services editorial content provided by the Print Parties to the Broadcast Parties pursuant to the Affiliation Services Agreement:
- (3) **"Affiliation Services Agreement"** means the Affiliation Services Agreement dated October 13, 2005 between CMI and Canwest LP.
- (4) **"Agent"** means The Bank of Nova Scotia, in its capacity as administrative agent under the \$1,300,000,000 credit facilities credit agreement dated July 10, 2007 between Canwest Mediaworks Limited Partnership (the predecessor name of Canwest LP), the guarantors party thereto from time to time, Scotia Capital, as sole lead arranger and book runner for "Credits A, B and C" (as defined therein), Scotia Capital and Citigroup Global Markets Inc., as co-lead arrangers and joint book runners for "Credit D" (as defined therein) and the lenders party thereto from time to time, as amended.
- (5) **"Agreement"** means this agreement including any recitals and schedules to this agreement, as amended, supplemented or restated from time to time.
- (6) **"Books and Records"** means all books, records, files and documents relating to a service provided pursuant to a Shared Services Agreement including books of account, ledgers, journals, records of accounts receivable and payable, cost and pricing information, inventory records, payroll and employee benefit records, credit information, lists of suppliers and all other correspondence, data and information in any format or media whatsoever.
- (7) **"Broadcast Business Transaction"** means any transaction or series of transactions in which Control of Canwest Global, CMI or Television LP is acquired by a person (or persons) who is not an Affiliate of a Broadcast Party or pursuant to which a person (or persons) who is not an Affiliate of a Broadcast Party acquires all or substantially all of the assets of Canwest Global, CMI or Television LP.
- (8) **"Broadcast Parties"** means Canwest Global, CMI and Television LP.

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(9) **“Business Day”** means a day on which banks are open for business in the Cities of Toronto and Winnipeg, but does not include a Saturday, Sunday or holiday in the Province of Ontario.

(10) **“Business Services”** means the payroll services, accounting services, including accounts payable, fixed asset accounting, general ledger accounting and maintenance, internal financial reporting and accounts receivable management, and other administrative support services provided by Canwest LP to the Broadcast Parties and their Affiliates pursuant to the Canwest Services Agreement and the Television LP Services Agreement, all as more particularly described in Schedule 2.1 to the Canwest Services Agreement and Schedule 2.1 to the Television LP Services Agreement.

(11) **“Canwest Lease”** means the lease dated October 13, 2005 between CPI, as landlord, and CMI, as tenant, with respect to the premises at 1450 Don Mills Road, Don Mills, Ontario described therein.

(12) **“Canwest Services Agreement”** means the Canwest Services Agreement dated October 13, 2005 between CMI and Canwest LP pursuant to which Canwest LP provides to CMI and its Affiliates (other than Television LP) certain Business Services, IT Services, Digital Services and Corporate Services.

(13) **“CCAA”** means the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c.C-36, as amended.

(14) **“CCAA Proceeding”** means any proceeding commenced pursuant to the CCAA under which the applicant seeks an arrangement or compromise with any of its creditors and includes any orders granted with respect thereto.

(15) **“Closing Date”** means the date upon which a Print Business Transaction is completed.

(16) **“Control”** means, when applied to the relationship between a person and a corporation, the beneficial ownership by that person at the relevant time of shares of that corporation carrying the greater of (a) a majority of the voting rights ordinarily exercisable at meetings of shareholders of that corporation and (b) the percentage of voting rights ordinarily exercisable at meetings of shareholders of that corporation that are sufficient to elect a majority of the directors, and when applied to the relationship between a person and a partnership, limited partnership, trust or joint venture, means the beneficial ownership by that person at the relevant time of more than 50% of the ownership interests of the partnership, limited partnership, trust or joint venture or the contractual right to direct the affairs of the partnership, limited partnership, trust or joint venture; and the words “Controlled by”, “Controlling” and similar words have corresponding meanings; provided that a person who Controls a corporation, partnership, limited partnership or joint venture will be deemed to Control a corporation, partnership, limited partnership, trust or joint venture which is Controlled by such person and so on.

(17) **“Cooperation and Confidentiality Agreement”** means the Cooperation and Confidentiality Agreement dated October 13, 2005 between Canwest Global, CMI and Canwest LP.

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- (18) **“Cooperation and Confidentiality Services”** means services provided by Canwest LP pursuant to the Cooperation and Confidentiality Agreement.
- (19) **“Corporate Services”** means administrative services, including administrative services related to human resources, pension, disability and other employee benefits administration, business planning, cash flow management and forecasting, capital expenditure planning and forecasting provided by Canwest LP to the Broadcast Parties and their Affiliates, pursuant to the Canwest Services Agreement and the Television LP Services Agreement, all as more particularly described in Schedule 2.1 to the Canwest Services Agreement and Schedule 2.1 to the Television LP Services Agreement.
- (20) **“CPI Subco”** means 4513401 Canada Inc.
- (21) **“Cross-Promotional Advertising Services”** means cross-promotional advertising services all as more particularly described in Section 2.2 of the Sales Representation and Agency Services Agreement.
- (22) **“Digital Services”** means services related to the hosting, development, production, definition and maintenance of websites, and the provision of sales representation services for online advertising provided by Canwest LP to the Broadcast Parties and their Affiliates pursuant to the Canwest Services Agreement and the Television LP Services Agreement, all as more particularly described in Schedule 2.1 to the Canwest Services Agreement and Schedule 2.1 to the Television LP Services Agreement.
- (23) **“Emerge”**, when used in respect of a person, means the date of implementation of a plan of arrangement in connection with a CCAA Proceeding or the date of termination of a CCAA Proceeding relating to that person.
- (24) **“Executive Advisory Services Agreement”** means the Executive Advisory Services Agreement dated October 13, 2005 between CMI and Canwest LP pursuant to which CMI provides Canwest LP and its Affiliates certain executive advisory services in relation to the business affairs and operations of Canwest LP.
- (25) **“Executive and Partnership Services”** means the executive advisory services and the business and administrative services, including administrative services related to legal, tax compliance, treasury, investor and public relations, corporate development, internal audit, financial reporting and capital asset management provided by CMI to Canwest LP and its Affiliates pursuant to the Executive Advisory Services Agreement and the Partnership Services Agreement, all as more particularly described in Article 2 of the Executive Advisory Services Agreement and Schedule 2.1 to the Partnership Services Agreement.
- (26) **“Insurance Premium Sharing Agreement”** means the Insurance Premium Sharing Agreement dated October 13, 2005 between CMI and Canwest LP.
- (27) **“Insurance Services”** means services provided pursuant to the Insurance Premium Sharing Agreement.
- (28) **“IT Services”** means information technology, IT infrastructure and support services, including maintenance of internal LANs and connections to the WAN, information technology

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consulting services, software and hardware procurement, customization, development, integration and configuration services, infrastructure management and help desk and back-up support services provided by Canwest LP to the Broadcast Parties and their Affiliates pursuant to the Canwest Services Agreement and the Television LP Services Agreement, all as more particularly described in Schedule 2.1 to the Canwest Services Agreement and Schedule 2.1 to the Television LP Services Agreement.

(29) “NP Transfer Agreement” means the National Post Transition Agreement dated as of October 26, 2009 between CPI and NP.

(30) “Parties” means Canwest Global, Canwest LP, CMI, CPI, Television LP and NP.

(31) “Partnership Services Agreement” means the Partnership Services Agreement dated October 13, 2005 between CMI and Canwest LP pursuant to which CMI provides to Canwest LP and its Affiliates certain business and administrative services.

(32) “Pension Agreements” means the Shared Services Agreements listed under the heading “Pension Services” in Schedule A hereto.

(33) “Print Business Transaction” means any transaction or series of transactions in which Control of Canwest LP or CPI is acquired by a person (or persons) who is not an Affiliate of a Print Party or pursuant to which a person (or persons) who is not an Affiliate of a Print Party acquires all or substantially all of the assets of Canwest LP and CPI.

(34) “Print Parties” means Canwest LP, CPI and CPI Subco.

(35) “Sales Representation and Agency Services Agreement” means the Sales Representation and Agency Services Agreement dated October 13, 2005 between CMI and Canwest LP.

(36) “Television LP Services Agreement” means the Broadcast Services Agreement dated January 1, 2009 between Television LP and Canwest LP pursuant to which Canwest LP provides to Television LP certain Business Services, IT Services, Digital Services and Corporate Services.

(37) “Trademarks License Agreement” means the Trademarks License Agreement dated October 13, 2005 between, *inter alia*, Canwest Global and Canwest LP.

### Section 1.2 Actions on Non-Business Days

If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

### Section 1.3 Headings and References

The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and similar

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expressions refer to this Agreement and not to any particular section, subsection or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections, subsections and further subdivisions of sections of this Agreement.

#### **Section 1.4 Extended Meanings**

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation."

#### **Section 1.5 Schedules**

The following Schedules attached to this Agreement form an integral part of this Agreement:

- Schedule A – Shared Services Agreements
- Schedule B – IT Services Terminating August 31, 2010
- Schedule C – IT Services Terminating February 28, 2011

### **ARTICLE 2- ADJUSTMENTS AND AMENDMENTS TO CERTAIN SHARED SERVICES AGREEMENTS**

#### **Section 2.1 Termination of Shared Services Provided by Canwest LP**

Notwithstanding anything to the contrary in the Canwest Services Agreement or the Television LP Services Agreement, the Canwest Services Agreement and the Television LP Services Agreement shall terminate as they relate to the provision of the following services on the dates noted below:

<b>SHARED SERVICE</b>	<b>TERMINATION DATE</b>
Business Services	August 31, 2010
Digital Services	August 31, 2010
IT Services	August 31, 2010 (in respect of the IT Services listed in Schedule B)
IT Services	February 28, 2011 (in respect of the IT Services listed in Schedule C and all other IT Services other than those listed in Schedule B)
Corporate Services	February 28, 2010

#### **Section 2.2 Termination of Executive and Partnership Services Provided by CMI**



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Notwithstanding anything to the contrary in the Executive Advisory Services Agreement or the Partnership Services Agreement, the Executive Advisory Services Agreement and the Partnership Services Agreement shall terminate on February 28, 2010. Prior to the effective date of termination of the Executive Advisory Services Agreement and the Partnership Services Agreement, Canwest LP shall have the right, but not the obligation, to require CMI to provide Executive and Partnership Services; provided that Canwest LP shall be required to pay amounts provided in Section 2.4(g) of this Agreement whether or not Canwest LP requires CMI to provide any Executive and Partnership Services.

### Section 2.3 Termination of Other Shared Services Agreements

- (1) **Cooperation and Confidentiality Services** – Subject to the next sentence, notwithstanding anything to the contrary in the Cooperation and Confidentiality Agreement, the Cooperation and Confidentiality Services shall terminate on the earlier of (a) the Closing Date, (b) the date Canwest LP Emerges from its CCAA Proceeding (if commenced) and (c) August 31, 2011. For a period of two years following the date of such termination, the Print Parties will provide the Broadcast Parties, on the terms set out in the Cooperation and Confidentiality Agreement, with reasonable access to such information as the Broadcast Parties may reasonably require to satisfy the tax, financial and other reporting obligations of the Broadcast Parties (including, if required, copies of such documents provided at the expense of the Broadcast Parties), provided that (and unless Canwest LP and CMI otherwise agree) the Print Parties shall have no obligation to provide such access if, in doing so, any Print Party is likely to incur any material cost or if to do so would require a material amount of the time or effort of an employee of a Print Party, unless such cost and an agreed amount for the payroll costs of such employee is reimbursed by the Broadcast Parties.
- (2) **Cross-Promotional Advertising Services** - The Sales Representation and Agency Services Agreement shall terminate on August 31, 2010, notwithstanding anything to the contrary therein.
- (3) **Affiliation Services** - The Affiliation Services Agreement shall terminate on August 31, 2010, notwithstanding anything to the contrary therein.
- (4) **Trademark License** - Notwithstanding anything to the contrary in the Trademarks License Agreement, the Trademarks License Agreement shall terminate on the earlier of (a) the Closing Date, (b) the date Canwest LP Emerges from its CCAA Proceeding (if commenced), (c) August 31, 2010 and (d) such other date as the parties to such agreement may agree.
- (5) **Insurance Services** - Notwithstanding anything to the contrary in the Insurance Premium Sharing Agreement, the Insurance Premium Sharing Agreement shall terminate on the earlier of the (a) Closing Date, (b) the date Canwest LP Emerges from its CCAA Proceeding (if commenced), (c) the date upon which CMI and Canwest LP cease to be Affiliates, (d) August 31, 2010 and (e) such other date as the parties to such agreement may agree.
- (6) **Canwest Lease** - Notwithstanding anything to the contrary in the Canwest Lease, the Canwest Lease shall terminate on August 31, 2010.

### **Section 2.4 Certain Termination Rights Not to be Exercised**

To the extent that any Shared Services Agreement permits a party thereto to terminate the agreement (a) on notice to the other party(s) for reasons other than default or (b) by reason of bankruptcy or other similar event, none of the Parties shall exercise any such rights so as to terminate any Shared Services Agreement (or part thereof) prior to the dates contemplated in Section 2.1 through Section 2.3.

### **Section 2.5 Amendment of Fees and Costs**

The Parties acknowledge that the following amounts are payable under the Shared Services Agreements by the Broadcast Parties, on one hand, or the Print Parties, on the other:

***Amounts Payable by the Broadcast Parties, collectively, to the Print Parties***

- (a) with respect to **Affiliation Services**, \$16,667.00 per month;
- (b) with respect to **Business Services**, effective November 1, 2009, \$257,282.50 per month, provided that if, prior to the date upon which the Business Services terminate, any employee of a Print Party who provides Business Services becomes an employee of a Broadcast Party, the monthly fee payable to the Print Parties on account of Business Services shall be reduced on a *pro rata* basis having regard to the monthly fee payable to the Print Parties on account of Business Services and the monthly costs incurred the Print Parties which are associated with such employee, as at the date such employee becomes an employee of a Broadcast Party, provided further that during the period from September 1, 2010 to October 31, 2010 the Print Parties shall, if requested by the Broadcast Parties, provide such assistance as the Broadcast Parties may reasonably request in connection with their year-end financial reporting processes, such assistance to be provided by such employees of the Print Parties as Canwest LP and CMI may agree, and the Broadcast Parties shall reimburse the Print Parties for the payroll costs of such individuals incurred during that period.
- (c) with respect to **Corporate Services**, \$76,961.92 per month, provided that if, prior to the date upon which the Corporate Services terminate, any employee of a Print Party who provides Corporate Services becomes an employee of a Broadcast Party, the monthly fee payable to the Print Parties on account of Corporate Services shall be reduced on a *pro rata* basis having regard to the monthly fee payable to the Print Parties on account of Corporate Services and the monthly costs incurred the Print Parties which are associated with such employee, as at the date such employee becomes an employee of a Broadcast Party;
- (d) with respect to **Cooperation and Confidentiality Services**, \$8,333.33 per month;
- (e) with respect to **Digital Services**, \$93,650.25 per month (for cost reimbursement) together with commissions calculated at the rate contemplated under the relevant Shared Services Agreements;
- (f) with respect to **IT Services**:

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- (i) effective November 1, 2009 until August 31, 2010, \$377,748.08 per month (for cost reimbursement) and \$166,666.67 per month (for capital charges); and
  - (ii) effective September 1, 2010 until February 28, 2011, \$266,667.66 per month (for cost reimbursement) and \$166,666.67 per month (for capital charges), less an amount agreed between Canwest LP and CMI to reflect the reduction in use of capital by the Print Parties to provide IT Services having regard to the fact that the Print Parties are no longer providing the IT Services listed in Schedule B (calculated on a basis consistent with part practice);
- (g) with respect to the Canwest Lease, effective November 1, 2009 until August 31, 2010, \$10,970.00 per month;

***Amounts Payable by the Print Parties, collectively, to the Broadcast Parties***

- (h) with respect to **Executive and Partnership Services**, effective November 1, 2009, \$250,000 per month irrespective of the level of Executive and Partnership Services actually provided by CMI to Canwest LP during the relevant month (and, for greater certainty, irrespective of whether Canwest LP has requested that CMI provide Executive and Partnership Services during the relevant month) provided that if, prior to the date upon which the Executive Advisory Services Agreement and the Partnership Services Agreement terminate, any employee of a Broadcast Party who provides Executive and Partnership Services becomes an employee of a Print Party, the monthly fee payable to a Broadcast Party on account of Executive and Partnership Services shall be reduced on a *pro rata* basis having regard to the monthly fee payable to the Broadcast Parties on account of Executive and Partnership Services and the monthly costs incurred by the Broadcast Parties which are associated with such employee, as at the date such employee becomes an employee of a Print Party;

***Other Amounts Payable between the Parties***

- (i) with respect to **Cross-Promotional and Advertising Services**, at the rate and at the times contemplated under the relevant Shared Services Agreements by the Broadcast Parties to the Print Parties, on the one hand, and by the Print Parties to the Broadcast Parties, on the other; and
- (j) with respect to **Pension Services**, in accordance with the terms and conditions of the relevant Shared Services Agreement relating to Pension Services, as adjusted pursuant to Section 3.5.

The Parties acknowledge that, notwithstanding anything to the contrary in the Insurance Premium Sharing Agreement, the Print Parties currently are paying premiums for insurance coverage directly to the relevant insurance providers and not to a Broadcast Party and that, accordingly, the Print Parties have no obligation to make any payments in that respect to any Broadcast Party. If a Broadcast Party receives any refund, credit or other amount from an insurance provider or otherwise in respect of any insurance policy or coverage relating to a Print

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Party, such Broadcast Party forthwith shall pay the full amount of such refund, credit or other amount to the Print Parties (to the extent a Print Party originally paid the amount refunded or credited).

### **Section 2.6 Amendments to Shared Services Agreement**

The Shared Services Agreements shall be deemed amended to the extent necessary to give effect to Section 2.1 through Section 2.5 of this Agreement and otherwise the terms and conditions of the Shared Services Agreements shall continue, unamended. For greater certainty, CPI agrees that it will continue to provide any services under the Shared Services Agreements (as amended by this Agreement) that it has provided as a subsidiary of Canwest LP prior to the date hereof as if it were a party to such Shared Services Agreements.

### **Section 2.7 Termination and Transition**

- (1) **Term Extensions** - The Parties may, but shall not have the obligation to, extend the term of any Shared Services Agreement beyond the end of the term of the relevant agreement on such terms and conditions as the Parties to the relevant agreement determine appropriate, subject to Section 4.1 of this Agreement.
- (2) **Obligations End** - Subject to the terms of this Agreement, from and after the termination of a Shared Services Agreement (or of that part of a Shared Services Agreement relating to a particular service), the Party providing the relevant service shall have no obligation to provide, and the Party receiving such service shall have no obligation to acquire, the relevant service.
- (3) **Transition** - It is the Parties' intention that the transition required at the end of the term of a Shared Services Agreement occur in a commercially reasonable manner, with minimal disruption to the Parties' businesses. The Parties shall develop such protocols as may reasonably be required or appropriate and otherwise cooperate to ensure that the cessation of the provision of services under a Shared Services Agreements by reason of the termination of such agreement occurs in accordance with the terms and conditions of the relevant agreement, in a commercially reasonable manner. Unless otherwise specifically provided herein or in a Shared Services Agreement, the Parties shall bear their own costs incurred in connection with the transition of any shared service or the termination of any Shared Services Agreement.
- (4) **Books and Records** - On or before the date upon which a Party's obligation to provide a service pursuant to a Shared Services Agreement terminates, the Party which provided the service shall, without further consideration, deliver to the Party to whom the service was provided all Books and Records maintained by the service provider in connection with such services, and such Books and Records shall be, and for all purposes shall be considered to have been, owned by the Party which received the relevant shared service.
- (5) **IT Hardware and Software Licenses** - The Parties will use commercially reasonable efforts to identify, by no later than November 30, 2009, all IT hardware and all software licenses that as of the date of this Agreement are (i) owned, possessed or licensed by or in the name of a Broadcast Party but used, held or maintained exclusively by or for the benefit of a Print Party, or vice-versa, or (ii) owned, possessed or licensed by or in the name of either a Broadcast Party or a Print Party, but used, held or maintained for the benefit of both a Broadcast Party and a Print Party, and:

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- (a) if any such IT hardware is in the possession of a Print Party but owned by a Broadcast Party (or vice-versa), to the extent such IT hardware is not needed by the possessing Party to provide services under any Shared Services Agreement (unless the Parties agree otherwise), it shall be physically transferred to the Party that owns of such IT hardware, at the expense of such Party;
  - (b) if any such IT hardware is in the possession of a Print Party but leased by a Broadcast Party (or vice-versa), the Parties shall cooperate and use commercially reasonable efforts (including negotiation of appropriate amendments with the lessor) to ensure that any Party which uses or has access to any IT hardware pursuant to a lease or sublease to which it is not a Party shall continue to be permitted to use and have access to such IT hardware to the extent required for such Party to comply with its obligations under the Shared Services Agreements, subject to the terms of the relevant lease or sublease agreement as may be amended from time to time;
  - (c) if any such owned IT hardware is redundant to the owner of the hardware (including not required by the owner to provide any service under a Shared Services Agreement) and any other Party wishes to acquire such IT hardware (the "Interested Party"), the owner and the Interest Party shall negotiate for the transfer of such IT hardware to the Interested Party on commercially reasonable terms;
  - (d) the Parties shall cooperate and use commercially reasonable efforts (including negotiation of appropriate amendments with the licensor) to ensure that any Party which uses or has access to any software pursuant to a license or sublicense to which it is not a Party shall continue to be permitted to use and have access to such software to the extent required for such Party to comply with its obligations under the Shared Services Agreements, subject to the terms of the relevant license or sublicense agreement as may be amended from time to time; and
  - (e) if a Party which is not the sole licensee under any such software license wishes to obtain a license to use the software, the Parties shall cooperate and use commercially reasonable efforts (including negotiation of appropriate amendments with the licensor) to assist such Party to obtain such a license, including by way of assignment or sublicense of all or part of such existing software license subject to the terms of the relevant license or sublicense agreement as may be amended from time to time.
- (6) **Customized Software and Hardware** – For the avoidance of doubt, the Parties acknowledge and agree that they will continue to give effect to and abide by the terms of any Shared Services Agreement which provides that the intellectual property rights in respect of software and hardware procurement, customization, development, integration and configuration services shall, as between the Parties to such Shared Services Agreement, be owned by one (or more) of the Parties to such Shared Services Agreement pursuant to the terms and conditions of the relevant Shared Services Agreement.

### Section 2.8 Acknowledgment by Canwest LP of Obligation to Fund CMI KERP

As contemplated by the Initial Order (as defined in Section 4.1(a)), as agent for and on behalf of CMI, Canwest LP shall pay the aggregate sum of \$3,946,022 (the "KERP Payment") to a trust established for the benefit of certain executives and employees of CMI and certain of its subsidiaries that are participants in CMI's Key Employee Retention Plan (the "CMI KERP") and that also provide services to Canwest LP, certain of Canwest LP's subsidiaries, 4501071 Canada Inc. and Canwest (Canada) Inc. The KERP Payment shall be held in trust solely for the benefit of such employees. If the terms of the CMI KERP are amended so as to reduce the amount of any payments to persons in respect of whom Canwest LP has contributed to the CMI KERP or if the amounts actually paid to such persons are less than the amounts disclosed by CMI to Canwest LP ("CMI KERP Reductions"), the amount of Canwest LP's contribution to the CMI KERP shall also be reduced by 50% of the aggregate amount of any such CMI KERP Reductions, and if any KERP Reduction takes place after amounts are contributed by Canwest LP to the CMI KERP or the trust contemplated by this Section 2.8, 50% of the aggregate amount of any such CMI KERP Reductions shall be refunded to Canwest LP.

## ARTICLE 3- EMPLOYEE-RELATED MATTERS

### Section 3.1 Certain Business Services Employees

(1) On or before the date upon which the Shared Services Agreements (as they relate to Business Services) terminate (the "CWBS Termination Date"), CMI shall offer employment, effective as of the CWBS Termination Date (or such other date as may be agreed between CMI and Canwest LP), to the 17 employees of Canwest LP identified in writing by Canwest LP to CMI on the date hereof (each a "CWBS Employee") on terms and conditions which are in the aggregate substantially similar to the terms and conditions upon which the CWBS Employees are employed immediately prior to the CWBS Termination Date.

(2) If after the date of this Agreement but prior to the CWBS Termination Date (a) any CWBS Employee ceases to be an employee of Canwest LP or ceases to provide Business Services (the "Departed Employee") and (b) another employee of Canwest LP is hired to replace or assumes the responsibilities of such departed CWBS Employee (the "New Employee"), the provisions of Section 3.1(1) shall apply *mutatis mutandis* to the New Employee (provided CMI in writing consented to the New Employee being hired or assuming the responsibilities of such departed CWBS Employee, such consent not to be unreasonably withheld) and such New Employee shall be deemed to be a CWBS Employee hereunder, provided the terms and conditions of Canwest LP's employment of such New Employee are not substantially dissimilar to the terms and conditions upon which Canwest LP employed the Departed Employee.

### Section 3.2 Redundant Employees

The Parties acknowledge that certain of their employees who provide services in connection with a Party's obligations under a Shared Services Agreement may become redundant as and when a Party ceases to provide those services. It is the Parties' intention (subject to Section 3.1) that the employer of the redundant employee may, at its sole discretion, continue to employ the individual and that if the employee's employment is terminated, the Party

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which was a recipient of services provided by the employee may offer employment to the terminated employee, without being legally obliged to do so.

### **Section 3.3 Misaligned Employees**

The Parties acknowledge that certain individuals employed by a Party provide employment services exclusively for another Party pursuant to certain employee secondment and cost reimbursement arrangements established between the Parties:

- (a) with respect to the individuals identified in writing by CMI to Canwest LP on the date hereof, each of whom is employed by a Broadcast Party or NP but who provides employment services to a Print Party, effective November 1, 2009 such Print Party shall commence employment of the individual(s) on substantially similar terms and conditions as her/his/their existing employment; and
- (b) with respect to the individuals identified in writing by Canwest LP to CMI on the date hereof, each of whom is employed by a Print Party but who provides employment services to a Broadcast Party or NP, effective November 1, 2009 such Broadcast Party or NP, as the case may be, shall commence employment of the individual(s) on substantially similar terms and conditions as her/his/their existing employment.

### **Section 3.4 Cross-Over Employee Retirement and Pension Plan Participation**

(1) **One Television LP Employee in CPI Retirement Plan** - The Parties acknowledge that one employee of Television LP currently participates in the Canwest Publications Inc Retirement Plan ("Television LP Employee"). As soon as reasonably practicable following the date hereof, CPI and Television LP shall take such commercially reasonable steps as are necessary or desirable to transfer the Television LP Employee from the Canwest Publications Inc Retirement Plan to a new or existing defined benefit or defined contribution plan (as determined by Television LP) sponsored by Television LP effective as of November 1, 2009.

(2) **307 Canwest LP Employees in Television LP Retirement Plans -**

- (a) The Parties acknowledge that 237 employees of Canwest LP participate in the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited (the "**Canwest LP Employees in the Television LP DC Plan**"). As soon as reasonably practicable following the date hereof, Canwest LP and Television LP shall take such commercially reasonable steps as are necessary or desirable to transfer the Canwest LP Employees in the Television LP DC Plan from the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited to a new or existing defined contribution plan sponsored by Canwest LP effective as of November 1, 2009.
- (b) The Parties acknowledge that 70 employees of Canwest LP participate in the Global Communications Limited Employees Pension Plan (the "**Canwest LP Employees in the Television LP DB Plan**"). As soon as reasonably practicable following the date hereof, Canwest LP and Television LP shall take such commercially reasonable steps as are necessary or desirable to transfer the

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Canwest LP Employees in the Television LP DB Plan from the Global Communications Limited Employees Pension Plan to a new or existing defined benefit or defined contribution plan (as determined by Canwest LP) sponsored by Canwest LP effective as of November 1, 2009.

(3) The transfers contemplated in this Section 3.4 are subject to the approval of the relevant regulator and the Parties agree to meet commercially reasonable conditions set out by the relevant regulator. Such transfers shall be completed on a basis and in a manner acceptable to the sponsor of the relevant pension plan and the employer of the transferring employee (acting reasonably) and in accordance with applicable laws.

### **Section 3.5 Amendments to Pension Agreements**

(1) The Parties acknowledge that certain payments ("**Compensation Payments**") are made under or in connection with the Pension Agreements to compensate retirement plan sponsors for costs associated with individuals who are not employees of the sponsor participating in plans sponsored by a Party ("**Misaligned Employees**"). From and after the effective date that any Misaligned Employee ceases to participate in retirement plans that are sponsored by a Party other than such Misaligned Employee's employer, the employer of the Misaligned Employee shall have no obligation to make a Compensation Payment in respect of such employee.

(2) The Pension Agreements shall be deemed amended to the extent necessary to give effect to Article 3 of this Agreement and otherwise the terms and conditions of the Pension Agreements shall continue, unamended.

### **Section 3.6 Non-Solicitation**

Except as required to give effect to the provisions of this Agreement, while an individual is employed or retained by a Party to provide services in connection with a Party's obligations under a Shared Services Agreement:

- (a) neither Print Party will, either on its own account or in conjunction with or on behalf of any other person, directly or indirectly, (i) induce, solicit or entice any such employee or independent contractor of a Broadcast Party to leave their employment with a Broadcast Party or terminate or not renew its relationship with a Broadcast Party or (ii) accept into employment, retain or otherwise engage or use the service of any such individual who as at the date of this Agreement is an employee or independent contractor of a Broadcast Party without the prior written consent of the Broadcast Party which employs or retains such individual, which consent may be withheld at the sole discretion of that Broadcast Party; and
- (b) No Broadcast Party will, either on its own account or in conjunction with or on behalf of any other person, directly or indirectly, (i) induce, solicit or entice any such employee or independent contractor of a Print Party to leave their employment with a Print Party or terminate or not renew its relationship with a Print Party or (ii) accept into employment, retain or otherwise engage or use the service of any such individual who as at the date of this Agreement is an employee or independent contractor of a Print Party without the prior written



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consent of the Print Party which employs or retains such individual, which consent may be withheld at the sole discretion of that Print Party.

#### ARTICLE 4 – APPROVALS AND CONDITION PRECEDENT

**Section 4.1 Acknowledgement and Condition** The Parties acknowledge that:

- (a) on October 6, 2009 the Ontario Superior Court of Justice (Commercial List) (the “Court”) issued an order (Court File No. CV-09-8396-00CL) (the “Initial Order”) under the *Companies’ Creditors Arrangement Act* (“CCAA”) in respect of the Broadcast Parties, NP and certain of their Affiliates;
- (b) section 6 of the Initial Order requires the CMI Entities and LP Entities (as each of those terms is defined in the Initial Order) to continue to provide Shared Services (as defined in the Initial Order) in accordance with current arrangements and prohibits the CMI Entities and the LP Entities from modifying, ceasing to provide or terminating the provision of or payment for Shared Services (except in limited circumstances) except with the consent of the party receiving such Shared Services, the approval of the CMI CRA (as defined in the Initial Order) and the prior consent of the Monitor (as defined in the Initial Order) or further order of the Court;
- (c) Canwest LP and CMI are party to a forbearance agreement dated August 31, 2009 (the “Forbearance Agreement”) with the Agent; and
- (d) Section 10 of the Forbearance Agreement prohibits Canwest LP, without the prior written consent of the Agent, from (i) agreeing to any modification, amendment, waiver, termination or replacement of any Shared Services Agreement or (ii) entering into any other agreements for shared administrative and/or advisory services with any Canwest Entity (as that term is defined in the Forbearance Agreement).

Accordingly:

- (e) the obligations of the Parties under this Agreement are subject to and conditional upon the granting of the Approval Order (as defined below) and the written consent of the Agent;
- (f) The Parties shall seek an Order of the Court in the CCAA Proceedings relating to CMI, *inter alia*: (i) approving this Agreement; (ii) authorizing the Parties to enter into and execute this Agreement on the terms hereof; (iii) declaring that this Agreement and the performance of the Shared Services Agreements, as amended by this Agreement, from and after the date of the Order including any payments made thereunder shall not be void or voidable by creditors of any of the Parties, the companies listed on Schedule “A” to the Initial Order and the entities listed on Schedule “B” to the Initial Order, and shall be deemed not to be a settlement, fraudulent preference, fraudulent conveyance or other reviewable transaction under applicable legislation with respect to any of the Parties; and (iv) that the obligations of the Parties under this Agreement and the Shared Services

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Agreements, as amended by this Agreement, shall continue to be performed by the Parties, any successor entity of either of the Parties or any transferee of all or substantially all of the assets of either of the Parties, and shall not be disclaimed in the CCAA Proceeding relating to the Broadcast Parties, any CCAA Proceeding relating to the Print Parties or any receivership or other debt enforcement proceeding affecting any Party (the "Approval Order"); and

- (g) any further modification, amendment, waiver, termination or replacement of any Shared Services Agreement is subject to and conditional upon the prior approval of (i)(A) the CMI CRA and the Monitor or (B) further order of the Court and (ii) the written consent of the Agent.

## ARTICLE 5- DISPUTE RESOLUTION

### Section 5.1 Dispute Resolution

- (1) The Parties shall cooperate to implement this Agreement in a commercially reasonable manner, consistent with their past practice and the terms hereof.
- (2) If any difference, dispute or controversy arises out of or in any way connected with this Agreement, including its interpretation and construction, the proper implementation of any changes in the provision of a service under a Shared Services Agreement or the best or most effective manner in which to transition upon the termination of a Shared Services Agreement, the parties shall seek to resolve such difference, dispute or controversy amicably.
- (3) If any difference, dispute or controversy cannot be resolved amicably by the Parties, any Party may refer the matter to the Court for resolution.

## ARTICLE 6- MISCELLANEOUS

### Section 6.1 Proposed Change of Control Transactions

- (1) The Parties acknowledge that CPI Subco has agreed to acquire substantially all of the assets of NP and assume certain of its obligations and, in that connection, any Shared Services Agreement to which NP is a party and certain other agreements to which NP and the Broadcast Parties are party will be assigned to CPI Subco (the "Assigned Agreement"). Each Party which is party to an Assigned Agreement to which NP is a party hereby consents to NP assigning its rights and obligations under such agreement to Subco, to the extent required under the relevant Assigned Agreements, subject to CPI Subco assuming the obligations of NP under such agreements pursuant to an assumption agreement executed by CPI Subco in form acceptable to NP, acting reasonably.
- (2) The Parties acknowledge that a Print Business Transaction is contemplated and may occur as part of a restructuring of the Print Parties. If any Print Business Transaction occurs by way of an acquisition of assets by whatever means, whether by receivership, court-approved sale or otherwise, the acquiring person (the "Third Party Print Assignee") shall agree, as a condition of such Print Business Transaction, to assume the obligations of such Print Party under the Shared Services Agreement(s) to which such Print Party is a party and under this Agreement

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pursuant to the form of assumption agreement agreed in writing by the Parties on the date hereof. Provided such Third Party Print Assignee has complied with the provisions of this Section 6.1(2), each Broadcast Party which is party to the relevant Shared Services Agreement hereby consents to such assignment, to the extent required under the Shared Services Agreements, subject to the assignee assuming the obligations of the Print Parties.

(3) The Parties acknowledge that a Broadcast Business Transaction may occur as part of a restructuring of the Broadcast Parties. If any Broadcast Business Transaction occurs by way of an acquisition of assets by whatever means, whether by receivership, court-approved sale or otherwise, the acquiring person (the "Third Party Broadcast Assignee") shall agree, as a condition of such Broadcast Business Transaction, to assume the obligations of such Broadcast Party under the Shared Services Agreement(s) to which such Broadcast Party is a party and under this Agreement pursuant to the form of assumption agreement agreed in writing by the Parties on the date hereof. Provided such Third Party Broadcast Assignee has complied with the provisions of this Section 6.1(3), each Print Party which is party to the relevant Shared Services Agreement hereby consents to such assignment, to the extent required under the Shared Services Agreements, subject to the assignee assuming the obligations of the Broadcast Parties.

#### **Section 6.2 Impact on Affiliates**

Each of the Broadcast Parties, on one hand, and the Print Parties, on the other hand, confirm that they have authority to enter into this Agreement on behalf of any Affiliate (other than a Print Party, in the case of the Broadcast Parties, or a Broadcast Party, in the case of the Print Parties) which directly or indirectly receives the benefit of any services under any Shared Services Agreement and, to the extent any such Affiliate has any objection or concern with this Agreement, the Broadcast Parties or the Print Parties, as the case may be, assumes responsibility for responding to and, if necessary, resolving any such objection or concern at its expense.

#### **Section 6.3 Further Assurances**

Each Party shall from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to the provisions and intent of this Agreement.

#### **Section 6.4 Amendments**

No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each Party at the time of the amendment, supplement, restatement or termination.

#### **Section 6.5 Assignment and Enurement**

No Party may assign its rights, benefits or obligations under this Agreement without the prior written consent of the other Parties, provided however that NP may assign the benefit of this agreement to CPI Subco in connection with the transaction described in Section 6.1(1). This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

**Section 6.6 Counterparts**

This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

**Section 6.7 Notice**

Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the Parties by any other Parties, or whenever any of the Parties desires to give or serve upon any other Parties any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be deemed to have been validly served, given or delivered (a) upon transmission, when sent by telecopy or other similar facsimile transmission, (b) one Business Day after deposit with a reputable courier for overnight delivery with all charges prepaid, or (c) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address or facsimile number provided below or to such other address (or facsimile number) as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice.

**If to Canwest Global:**

Canwest Global  
c/o Canwest Media Inc.  
31<sup>st</sup> Floor  
Canwest Global Place  
201 Portage Ave.  
Winnipeg, Manitoba  
R3B 3L7

Facsimile: 204.947.9841  
Attention: Mr. Richard Leipsic and Mr. John Maguire

**If to Canwest LP, CPI or NP:**

c/o Canwest Limited Partnership  
1450 Don Mills Road  
Don Mills, Ontario  
M3B 2X7

Facsimile: 416.442-2135  
Attention: Doug Lamb, Executive Vice President and Chief Financial Officer

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**If to CMI or Television LP:**

Canwest Media Inc.  
31<sup>st</sup> Floor  
Canwest Global Place  
201 Portage Ave.  
Winnipeg, Manitoba  
R3B 3L7

Facsimile: 204.947.9841  
Attention: Mr. Richard Leipsic and Mr. John Macquire

**Section 6.8 Delivery by Fax**

Any Party may deliver an executed copy of this Agreement by fax if that Party immediately delivers to the other parties an original executed copy of this Agreement.

**Section 6.9 Entire Agreement**

This Agreement and the attached Schedules together with the Transition and Reorganization Agreement entered into by the Parties as of the date hereof constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal related thereto.

**Section 6.10 Conflict with Shared Services Agreements and Paramountcy**

If any provision of this Agreement conflicts or is inconsistent with any provision of a Shared Services Agreement, the relevant provision of this Agreement shall prevail to the extent of such conflict or inconsistency. And, in the event of any conflict or inconsistency between the provisions of this Agreement (and any other agreement, document or instrument executed or delivered by the Parties in connection with this Agreement) and the provisions of the Transition and Reorganization Agreement referred to Section 6.9, the relevant provision of the Transition and Reorganization Agreement shall prevail to the extent of such conflict or inconsistency.

**Section 6.11 Governing Law**

This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

**Section 6.12 Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of the provision will affect neither:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; nor
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

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**Section 6.13 Submission to Jurisdiction**

Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

**Section 6.14 Waivers**

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all Parties to this Agreement entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

*[Remainder of this page intentionally left blank.]*

The Parties have executed this Agreement as of the first date written above.

**CANWEST GLOBAL COMMUNICATIONS  
CORP.**

By: \_\_\_\_\_  
Name: John E. Maguire  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name: Richard M. Leipsic  
Title: Senior Vice-President & General  
Counsel

**CANWEST LIMITED PARTNERSHIP /  
CANWEST SOCIETE EN COMMANDITE** by its  
general partner **CANWEST (CANADA) INC.**

By: \_\_\_\_\_  
Name: John E. Maguire  
Title: Director

By: \_\_\_\_\_  
Name: Thomas C. Strike  
Title: Director

**CANWEST MEDIA INC.**

By: \_\_\_\_\_  
Name: John E. Maguire  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name: Richard M. Leipsic  
Title: Senior Vice-President & General  
Counsel

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**CANWEST PUBLISHING INC. /  
PUBLICATIONS CANWEST INC.**

By: \_\_\_\_\_  
Name: John E. Maguire  
Title: Vice-President

By: \_\_\_\_\_  
Name: Thomas C. Strike  
Title: Vice-President

**CANWEST TELEVISION LIMITED  
PARTNERSHIP by its general partner CANWEST  
TELEVISION GP INC.**

By: \_\_\_\_\_  
Name: John E. Maguire  
Title: Vice-President

By: \_\_\_\_\_  
Name: Thomas C. Strike  
Title: Vice-President

**THE NATIONAL POST COMPANY / LA  
PUBLICATION NATIONAL POST by its partner  
CANWEST MEDIA INC.**

By: \_\_\_\_\_  
Name: John E. Maguire  
Title: Director

By: \_\_\_\_\_  
Name: Richard M. Leipsic  
Title: Director



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**THE NATIONAL POST COMPANY / LA  
PUBLICATION NATIONAL POST by its partner  
NATIONAL POST HOLDINGS LTD.**

By: \_\_\_\_\_

Name: Richard M. Leipsic

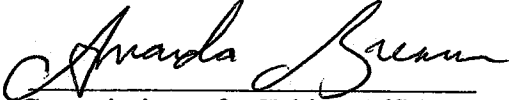
Title: President

By: \_\_\_\_\_

Name: Riva R. Richard

Title: Secretary

This is Exhibit "E" to the  
Affidavit of DOUGLAS E.J. LAMB  
sworn before me this 19th day of March, 2010.

  
Commissioner for Taking Affidavits

**Amanda Elizabeth Brennan, a  
Commissioner, etc., Province of  
Ontario, while a Student-at-Law.  
Expires April 3, 2011.**



## NEWS RELEASE

For Immediate Release  
March 12, 2010

### **Dennis Skulsky resigns from Canwest Limited Partnership**

**Toronto** – Canwest Limited Partnership / Canwest Societe en Commandite ("Canwest LP"), a subsidiary of Canwest Global Communications Corp. ("Canwest") today announced the resignation of Dennis Skulsky as President and Chief Executive Officer of Canwest Publishing effective April 30, 2010, in order that he can spend more time with his family and pursue other opportunities closer to his home in British Columbia.

Mr. Skulsky will continue to lead Canwest LP's newspaper and other publishing operations and actively participate in Canwest LP's ongoing financial restructuring efforts until April 30, 2010. Thereafter, his considerable experience will be available on an advisory basis to both the special committee of Canwest's board of directors and Canwest LP's senior management until August 31, 2010. Arrangements are being put into place to ensure a smooth transition of leadership.

Mr. Skulsky was appointed to his current position in May 2006 after spending the prior six years as President and Publisher of the Pacific Newspaper Group (Vancouver Sun and The Province). Previously, Mr. Skulsky managed Canwest's B.C. newspaper and television operations. A seasoned media executive with more than 30 years in the industry, Mr. Skulsky has held numerous senior management roles in Edmonton, Toronto and Vancouver.

#### **Forward Looking Statements:**

*This news release contains certain forward-looking statements about the objectives, strategies, financial conditions, results of operations and businesses of Canwest. Statements that are not historical facts are forward-looking and are subject to important risks, uncertainties and assumptions. These statements are based on the Company's current expectations about our business and the markets in which the Company operate, and upon various estimates and assumptions. The results or events predicted in these forward-looking statements may differ materially from actual results or events if known or unknown risks, trends or uncertainties affect the Company's business, or if the Company's estimates or assumptions turn out to be inaccurate. As a result, there is no assurance that the circumstances described in any forward-looking statement will materialize. Significant and reasonably foreseeable factors that could cause the Company's results to differ materially from its current expectations are discussed in the section entitled "Risk Factors" contained in our Annual Information Form for the year ended August 31, 2009 dated November 26, 2009 filed by Canwest Global Communications Corp. with the Canadian securities commissions (available on SEDAR at [www.sedar.com](http://www.sedar.com)), as updated in its most recent Management's Discussion and Analysis for the three months ended November 30, 2009. The Company disclaims any intention or obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.*

**About Canwest Limited Partnership**

Canwest Limited Partnership, the largest publisher of English-language paid daily newspapers which owns and operates more than 50 destination websites, is a subsidiary of Canwest Global Communications Corp.

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**For more information**

Phyllise Gelfand

Director of Communications, Canwest Publishing

416 442-2936 [pgelfand@canwest.com](mailto:pgelfand@canwest.com)

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 CANWEST  
PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS INC. AND  
CANWEST (CANADA) INC.

Court File No: CV-10-8533-00CL

APPLICANTS

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF DOUGLAS E.J. LAMB  
(Sworn March 19, 2010)**

**OSLER, HOSKIN & HARCOURT LLP**  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8

Lyndon A.J. Barnes (LSUC#: 13350D)  
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Alexander Cobb (LSUC#: 45363F)  
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Elizabeth Allen Putnam (LSUC#53194L)  
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Fax: (416) 862-6666

Lawyers for the Applicants

F. 1117119  
**166**

**TAB 3**

Court File No. CV-10-8533-00CL

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

THE HONOURABLE MADAM	)	FRIDAY THE 26th
	)	
JUSTICE PEPALL	)	DAY OF MARCH, 2010

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 CANWEST PUBLISHING  
INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
INC. AND CANWEST (CANADA) INC.

**ORDER AMENDING THE INITIAL ORDER AND APPROVING CERTAIN  
EMPLOYEE ARRANGEMENTS**

THIS MOTION, made by the Applicants seeking authorization to make retention payments to certain employees, amendment of certain provisions of the Initial Order of this Honourable Court granted January 8, 2010 and approval of certain employee arrangements, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas E.J. Lamb sworn March 19, 2010 (the "**Lamb Affidavit**") and the Exhibits thereto, and the report of FTI Consulting Canada Inc. (the "**Report**") in its capacity as the monitor appointed in these proceedings (the "**Monitor**"), and on hearing the submissions of counsel for the Applicants and Canwest Limited Partnership / Canwest Societe en Commandite (the "**Limited Partnership**" and, together with the Applicants, the "**LP Entities**"), the Monitor, The Bank of Nova Scotia in its capacity as Administrative Agent (the "**Agent**") for the senior lenders to the Limited Partnership (collectively, the "**Senior**

**Lenders**”), no one appearing for anyone else on the service list although served as appears from the Affidavit of Service,

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that, subject to availability under the LP DIP Facility, the LP DIP Definitive Documents and the Approved Cash Flow (all as defined in the Initial Order), the LP Entities shall be entitled but not required to make payments not to exceed a maximum aggregate amount of \$1,000,000 to employees with the prior consent of the Monitor and the Agent if, in the opinion of the LP Entities in consultation with the LP CRA (as defined in the Initial Order), the employee’s services are critical to the continued performance or orderly transition and/or discontinuation of certain business units and/or business critical functions, including the inter-entity arrangements between the LP Entities and other affiliated entities (collectively, the “**Shared Services**”), as described in the Agreement on Shared Services and Employees (the “**New Shared Services Agreement**”) dated as of October 26, 2009 and attached as Exhibit “D” to the Lamb Affidavit.

3. THIS COURT ORDERS that the schedule of proposed employee payments in the form attached as part of a confidential supplement to the Fifth Report of the Monitor (the “**Further Confidential Supplement**”) is hereby approved and that the LP Entities are authorized to make the payments contemplated thereunder.

4. THIS COURT ORDERS that the following paragraph shall be added to the Initial Order:

28.1 THIS COURT ORDERS that all references to former, current or future directors or officers (or their respective estates) in paragraphs 26-28 of this Order shall be deemed to include deemed or *de facto* directors or officers of the LP Entities, including, for greater certainty, references in respect of the Directors’ and Officers’ indemnification and the LP Directors’ Charge.



5. THIS COURT ORDERS that the amendments to the LP Entities' management incentive plan (the "LP MIP") and the employee special arrangements (the "Special Arrangements") as described in the Further Confidential Supplement are hereby approved and that the LP Entities are authorized to make the payments contemplated therein.
  6. THIS COURT ORDERS that the LP MIP Charge (as defined in the Initial Order) be and is hereby increased by a net amount of \$1.3 million so that the key employees under the LP MIP and the Special Arrangements shall be entitled to the benefit of the LP MIP Charge on the LP Property (as defined in the Initial Order), which charge shall not exceed an aggregate amount of \$4.3 million, to secure amounts owing to such key employees under the LP MIP and the Special Arrangements.
  7. THIS COURT ORDERS that the LP Entities are hereby authorized to enter into a consulting agreement between the LP Entities and Mr. Dennis Skulsky (the "**Skulsky Consulting Agreement**") substantially in the form attached to the Further Confidential Supplement and that the Skulsky Consulting Agreement is hereby approved.
  8. THIS COURT ORDERS that Douglas E.J. Lamb is hereby authorized and directed to execute the Skulsky Consulting Agreement on behalf of the LP Entities.
  9. THIS COURT ORDERS that the Further Confidential Supplement shall be sealed, kept confidential and shall not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.
  10. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
-

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 CANWEST  
PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS INC. AND  
CANWEST (CANADA) INC.

Court File No: CV-10-8533-00CL

APPLICANTS

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

Proceeding commenced at Toronto

**ORDER**

**(Amending the Initial Order and Approving Certain  
Employee Arrangements)**

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Lawyers for the Applicants

F. 1117119 **170**

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 CANWEST PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS INC. AND CANWEST (CANADA) INC.

Court File No: CV-10-8533-00CL

APPLICANTS

*Ontario*  
**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD OF THE APPLICANTS  
(Returnable March 26, 2010)**

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Toronto, Ontario, Canada M5X 1B8

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Lawyers for the Applicants

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