

IT Service	Description of Service(s)
	environments
Data Operations	<ul style="list-style-type: none"> • Data processing for business applications (corporate i.e., Payroll, accounting, FRX) - 7/24 customer service; system availability monitoring • Data processing for S4M applications - 7/24 customer service; system availability monitoring
Architecture	<ul style="list-style-type: none"> • Business solution design development, infrastructure architecture, middleware and integration architecture i.e., S4M, corporate systems
Project Management	<ul style="list-style-type: none"> • Project management methodologies; project support and planning; execution and control; reporting
Security	<ul style="list-style-type: none"> • IT security policies, investigation, and management • Audit and ediscovery management services • Security awareness services • AD Account auditing and corrective/escalation management • Virus management • Disaster recovery and business continuity services • VPN policy management • Firewall and internet management
Digital Media Support Services	<ul style="list-style-type: none"> • Web server hosting • Content management system maintenance and support (Southparc 6) • Domain registration & management, MX record management • Integration services for ad and microsite management • Video player management • Streaming video contract, services, and management • Management of traffic and performance statistics and other site usage reports • Content integration services for other content providers through RSS or other technologies
Vendor Management	<ul style="list-style-type: none"> • Vendor management; IT Financials (operating and capital) rationalize IT spend; IT Strategic Procurement; contract

Draft

IT Service	Description of Service(s)
	negotiations; RFP process; process improvement; risk management; IT Business consulting; Account Management; General Admin
Applications	<ul style="list-style-type: none">• “Support for the following corporate applications: cheque ; contraxx; corplink; empath; FRX; Service Desk tools; sharepoint sites; Smartstream; EE tools; Web Uploader, Web-AP, Replicon, MS Project, Biztalk, Scotia Talk, Crystal Enterprise “
Business Transformation Initiatives	<ul style="list-style-type: none">• Business Transformation Initiatives

Draft

SCHEDULE 6.3(A)
AMENDMENT TO SCHEDULE A OF THE TRADE-MARKS LICENCE AGREEMENT




See attached.

Draft

CANWEST CORPORATE LICENSED TRADE-MARKS
As at May 17, 2010

Trade-mark	Goods	Status	Country	Owner or Party (Name-Reported)	Application Substantiated Date	Application Number	Registration No.	Registration Number (TMA)
CANWEST	Services	Pending	US	CanWest Global Communications Corp.	12-Dec-07	7750298		
CANWEST	Wares Services	Registered	EU	CanWest Global Communications Corp.	13-Nov-07	6508857	12-Mar-08	6508857
CANWEST	Services	Registered	CAN	Canwest Global Communications Corp.	22-Jul-07	568487	30-Sep-08	345425
CANWEST & DESIGN (Horizontal Reverse Colour)	Wares Services	Pending	CAN	Canwest Global Communications Corp.	17-Mar-08	1387463		
CANWEST & Design (Horizontal)	Wares Services	Pending	CAN	Canwest Global Communications Corp.	13-Nov-07	1371544		
CANWEST & DESIGN (Stacked Reverse Colour)	Wares Services	Pending	CAN	Canwest Global Communications Corp.	17-Mar-08	1387462		
CANWEST & DESIGN (Stacked)	Wares Services	Abandoned	AU	Canwest Global Communications Corp.	13-May-08	1240546		
CANWEST & DESIGN (Stacked)	Wares Services	Pending	CAN	Canwest Global Communications Corp.	13-Nov-07	1371539		
CANWEST & DESIGN (Stacked)	Wares Services	Pending	US	Canwest Global Communications Corp.	13-May-08	77473558		
CANWEST & DESIGN (Stacked)	Wares Services	Registered	EU	Canwest Global Communications Corp.	13-May-08	6811469	23-Mar-09	6811469
CANWEST & HONEYCOMB DESIGN (Horizontal)	Wares Services	Abandoned	AU	CanWest Global Communications Corp.	13-May-08	1240549		
CANWEST & HONEYCOMB DESIGN (Horizontal)	Wares Services	Advertised	EU	CanWest Global Communications Corp.	13-May-08	6811663		
CANWEST & HONEYCOMB DESIGN (Horizontal)	Wares Services	Pending	US	CanWest Global Communications Corp.	13-May-08	77473523		
CANWEST & HONEYCOMB REVERSE DESIGN (Horizontal)		Abandoned	AU	CanWest Global Communications Corp.	12-Sep-08	1262385		

CANWEST CORPORATE LICENSED TRADE-MARKS
As at May 17, 2010

CANWEST & HONEYCOMB REVERSE DESIGN (Horizontal) 	Wires Services	Abandoned	US	CanWest Global Communications Corp.	15-Sep-08	77570143		
CANWEST & HONEYCOMB REVERSE DESIGN (Horizontal)		Advertised	EU	CanWest Global Communications Corp.	15-Sep-08	7233414		
CANWEST & HONEYCOMB REVERSE DESIGN (Stacked)		Abandoned	AU	CanWest Global Communications Corp.	12-Sep-08	1262386		
CANWEST & HONEYCOMB REVERSE DESIGN (Stacked)		Abandoned (intent to lapse)	EU	CanWest Global Communications Corp.	15-Sep-08	7233571		
CANWEST & HONEYCOMB REVERSE DESIGN (Stacked) 	Wires Services	Pending	US	CanWest Global Communications Corp.	15-Sep-08	77570161		
CANWEST DESIGN (Design only)	Wires Services	Allowed	US	CanWest Global Communications Corp.	12-Dec-07	77360892		
CANWEST DESIGN (Design only)	Wires Services	Abandoned	AU	CanWest Global Communications Corp.	19-Dec-07	1216601		
CANWEST DESIGN (Design only)	Wires Services	Pending	EU	CanWest Global Communications Corp.	12-Dec-07	6509876		
CANWEST.COM	Services	Registered	CAN	CanWest Global Communications Corp.	19-Apr-99	1012375	7-Feb-01	540936
CANWESTGLOBAL.COM	Services	Registered	CAN	CanWest Global Communications Corp.	19-Apr-99	1012374	7-Feb-01	540938
CNS CANWEST NEWS SERVICE & DESIGN  CanWest News Service	Wires Services	Registered	CAN	CanWest Global Communications Corp.	22-May-03	1178757	13-Jun-07	689711
HONEYCOMB (CANWEST) DESIGN	Wires Services	Allowed	AU	CanWest Global Communications Corp.	19-Dec-07	1216601		
HONEYCOMB (CANWEST) DESIGN	Wires Services	Allowed	EU	CanWest Global Communications Corp.	12-Dec-07	65098376		


SCHEDULE 6.4
CANWEST PUBLISHING MARKS

See attached.

Draft

CANWEST CORPORATE LICENSED TRADE-MARKS

As at May 17, 2010

Trade-Mark	Class	Status	Country	Owner or Person (as-applicable)	Application Subject Date	Application Number	Registration Number (TMA)
<p>CMS CANWEST NEWS SERVICE & DESIGN</p>  <p>CanWest News Service</p>	<p>Wireless Services</p>	Registered	CAN	Canwest Global Communications Corp.	22-May-03	1178757	689711

SCHEDULE 9.2(A)
O'CONNOR STREET SUBLEASE TERMS

Sublandlord: Canwest Publishing Inc.

Subtenant: Canwest Television Limited Partnership

Premises: 50 O'Connor Street, Ottawa (6,129 leasable sq ft)

Sublease Premises: As per the attached floor plan

Sublease Basic Rent: \$152,992.92/yr (paid monthly)
(includes storage space and shared use of generator)

Sublease Additional Rent: \$164,431.06/yr (estimate – proportionate share based on head lease) plus applicable taxes

Commencement Date: On or before disaffiliation of Canwest broadcasting and publishing divisions

Expiry Date: December 31, 2011, with right to terminate on or after December 31, 2010 upon six months advance written notice and payment of an early termination fee which shall be equal to three months basic rent.

Extension Rights: Two three-year options to extend, at rents payable under the head lease, upon six months advance written notice provided by Subtenant.

Premises Condition: Subtenant shall accept the subleased Premises in "as is" condition. Subtenant to build demising wall between shared areas, as indicated in the attached plan "Ottawa Floor Plans", provided zoning and code compliance are met with; or Subtenant will build a wall in the newsroom with an emergency exit door (Subtenant to consult an architect for code compliance).

Restoration Obligations: Subtenant to restore the following premises: studio, control rooms and engineering spaces per attached plan "restoration area". Scope of restoration is limited to the following: (a) patch cosmetic damage in private office and edit rooms; (b) demolish studio, control room and engineering spaces and convert to open office space, including similar grade carpet, wall finishes and ceiling treatment to that in the Sublandlord space existing as of the date of the Sublease; (c) remove partition wall that separated two units and patch; and (d) terminate technical power circuits to meet code compliance.

Assignment, Sub-sublease and Change of Subtenant may not assign or sub-sublease without the consent of the Tenant and the Landlord except in accordance with the Head Lease. Subtenant shall be responsible for 50% of any fees levied by the Landlord in connection with

Control: the approval of the Sublease.

Parking, storage, signage, etc.: Parking and signage - as per the head lease. Subtenant has right to 7 parking stalls and payment for parking shall be in accordance with the head lease. Roof satellite access and telecommunications access as defined in the head lease.

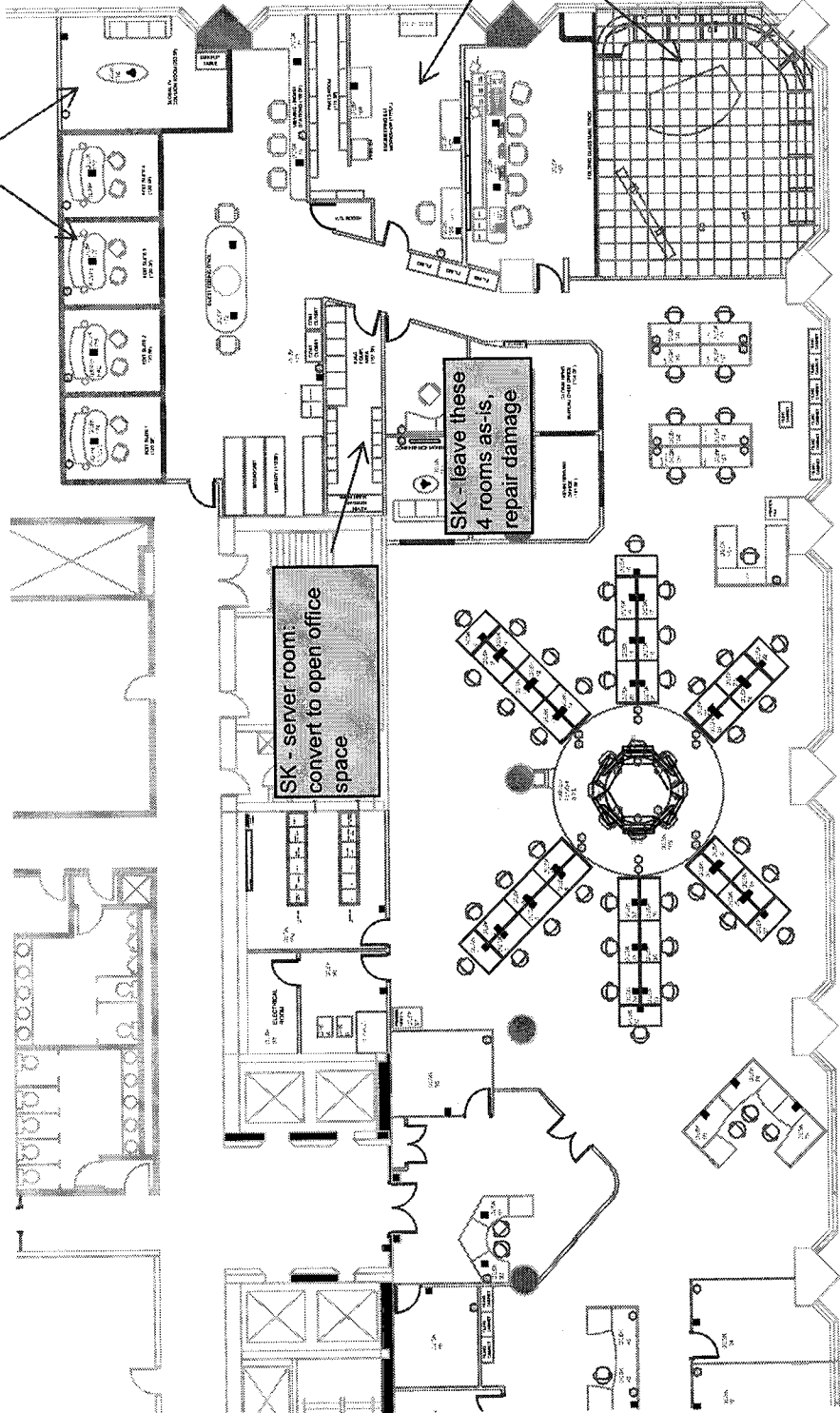
Sublandlord agrees to permit specific Subtenant employees and their consultants and trades 24/7 access to room 100 (shared IT server room) for the purpose of maintaining equipment. Permitted personnel include Subtenant IT and Engineering staff, and the Bureau Chief or designate. Sublandlord and subtenant agree to mutually cohabitate IT equipment in this space and coordinate work activity.

During the sublease term, Subtenant shall be responsible for the obligations under the Storage Lease dated February 28, 2008.

Head lease covenants: Subtenant to be responsible for all obligations under the head lease relating to the Subleased premises, except as otherwise specified in the sublease to be negotiated between the parties.

Restoration Plan

SK- leave edit suites as offices, repair damage



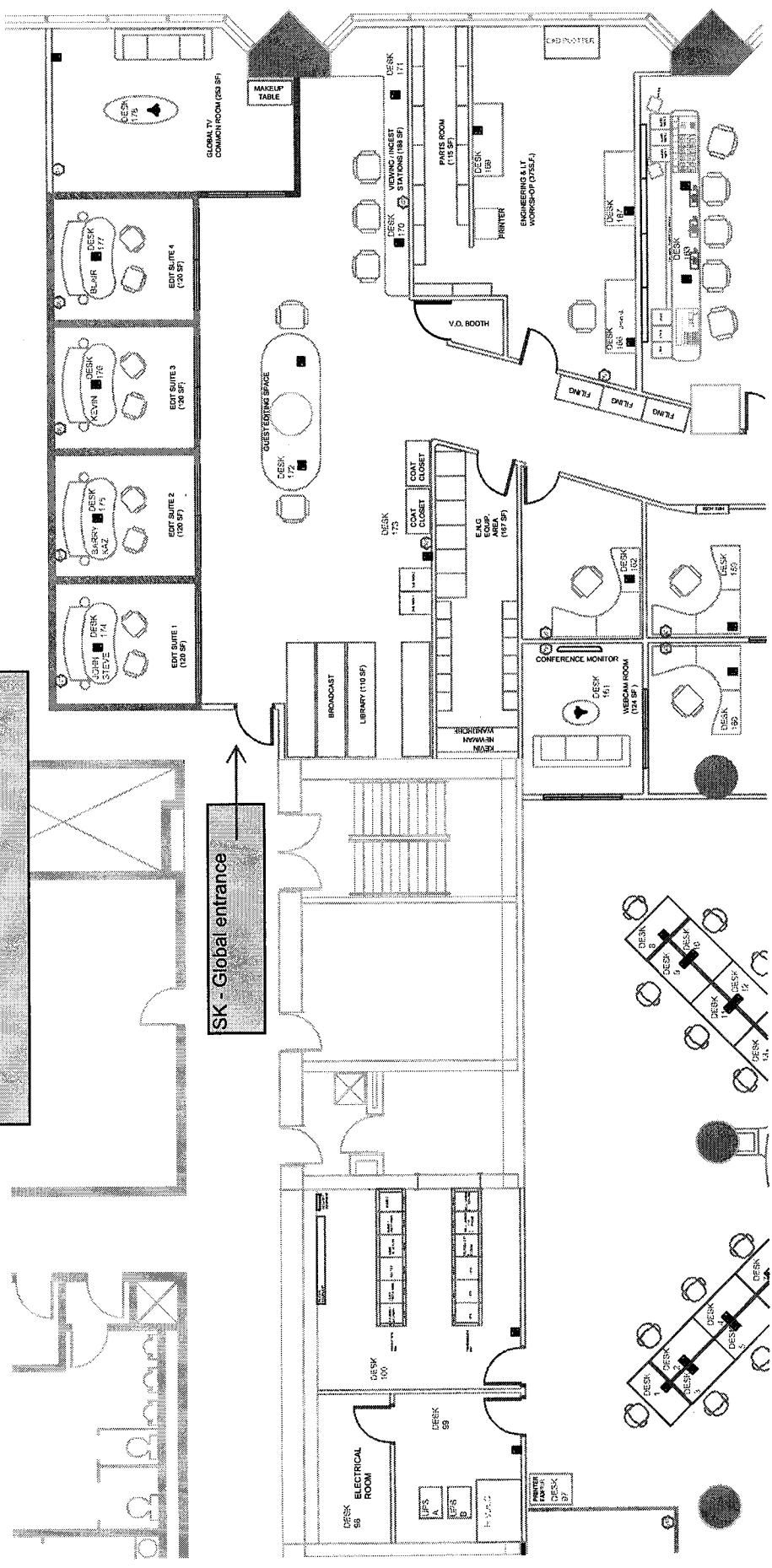
SK - server room, convert to open office space

SK - leave these 4 rooms as-is, repair damage

SK - studio and adjacent technical spaces, convert to open office space

Area two

SK - Global entrance



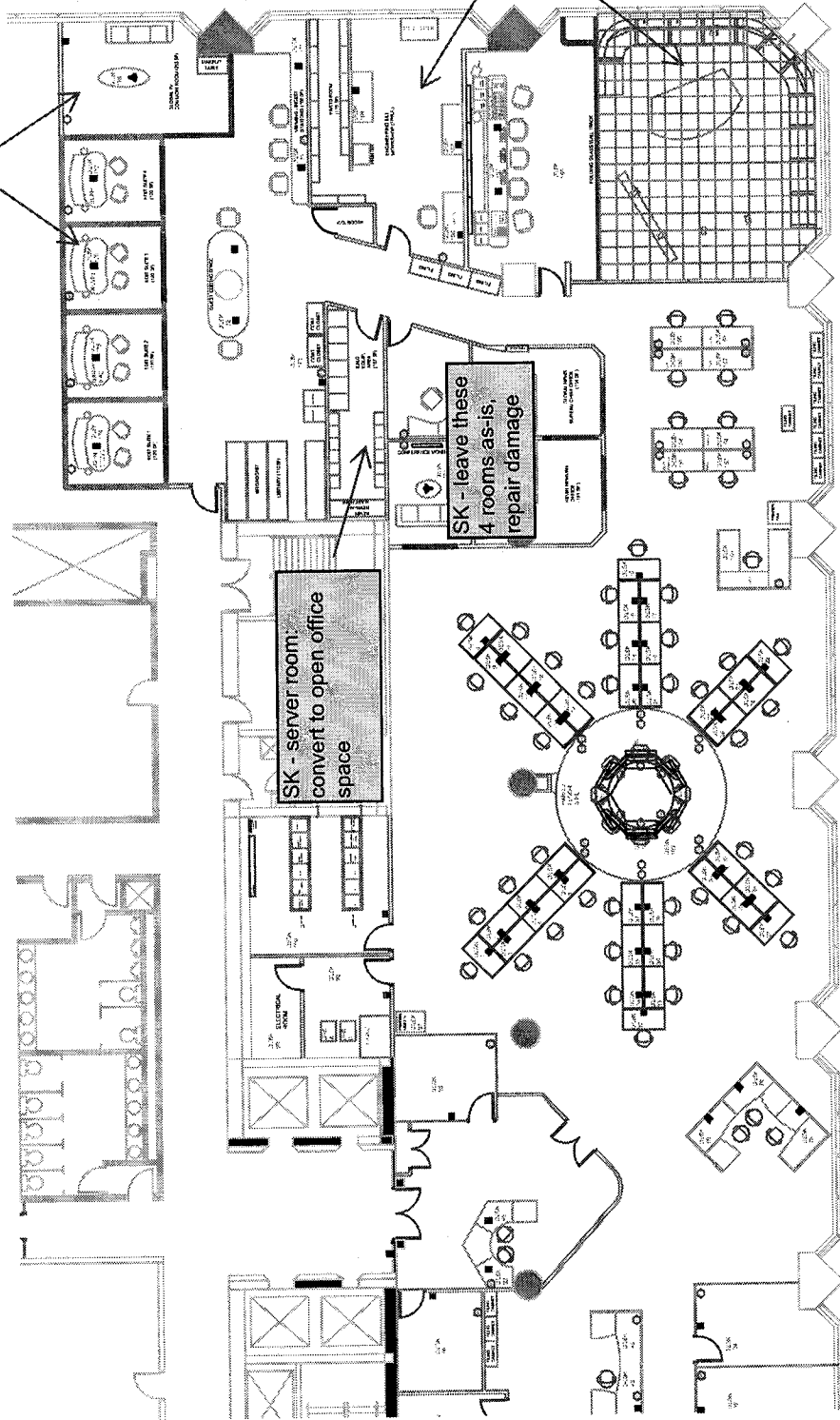
Restoration Plan

SK - leave edit suites as offices, repair damage

SK - server room convert to open office space

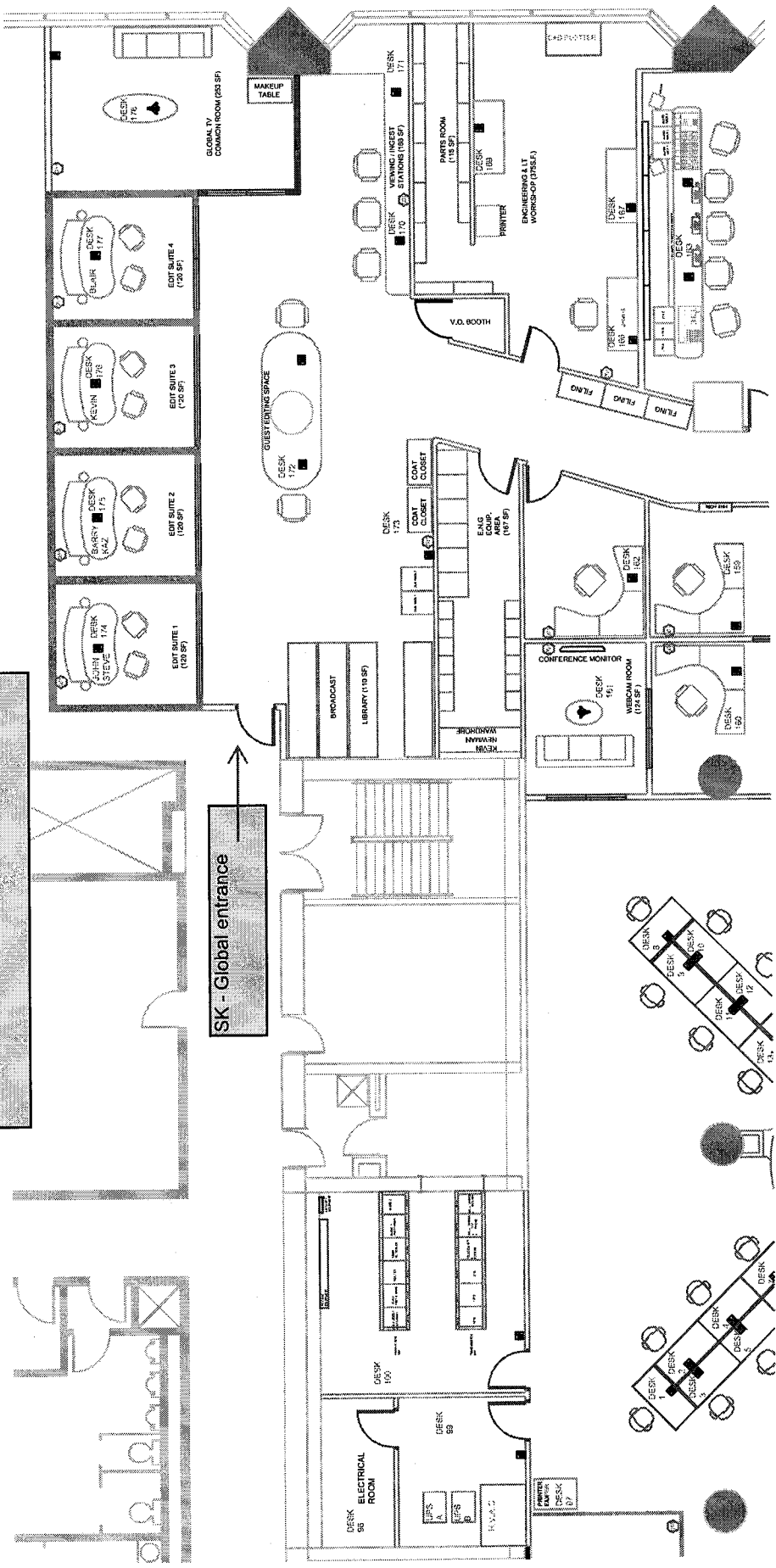
SK - leave these 4 rooms as-is, repair damage

SK - studio and adjacent technical spaces: convert to open office space



Area two

SK - Global entrance



SCHEDULE 9.2(B)
QUEEN STREET SUBLEASE TERMS

Sublandlord: Canwest Television Limited Partnership

Subtenant: National Post Inc.

Premises: 100 Queen Street West, Toronto (City Hall) (approx 231.85 sq ft)

Sublease Premises: Approximately 2/3rds of the Premises

Sublease Basic Rent: \$4,582.90/yr

Sublease Additional Rent: \$466.86/yr (estimate - proportionate share based on head lease)

Commencement Date: On or before disaffiliation of Canwest broadcasting and publishing divisions

Expiry Date: December 31, 2013

Extension Rights: 5 year (less 1 day) renewal right

Premises Condition / Restoration Obligations: Subtenant shall accept the subleased premises in "as is" condition.

Assignment, Sub-sublease and Change of Control: Assignment or sublease only with consent of Landlord and Sublandlord except to corporate affiliate where notice only required. Subtenant shall be responsible for 50% of any fees levied by the Landlord in connection with the approval of the Sublease.

Parking, storage, signage, etc.: Parking assigned / controlled by the Press Gallery

Head lease covenants: Subtenant to be responsible for all obligations (including insurance) under the head lease relating to the subleased premises except as otherwise specified in the sublease to be negotiated between the parties.

SCHEDULE 9.2(C)
ST. CATHERINES STREET SUBLEASE

Sublandlord: Canwest Publishing Inc.

Subtenant: Canwest Television Limited Partnership

Premises: 7th floor of 1010 Ste-Catherine Street, Montreal Quebec as shown in the attached floor plan

Sublease Premises: As per the attached floor plan (being 1,750 leasable sq ft which is equal to 55% of the Premises)

Sublease Basic Rent: \$25,808/yr (paid monthly)

Sublease Additional Rent: \$45,869/yr (estimate – proportionate share as per head lease)

Commencement Date: On or before disaffiliation of Canwest broadcasting and publishing divisions

Expiry Date: December 31, 2012

Extension Rights: Three two-year options to extend, at rents payable under the head lease, upon six months advance written notice provided by Subtenant.

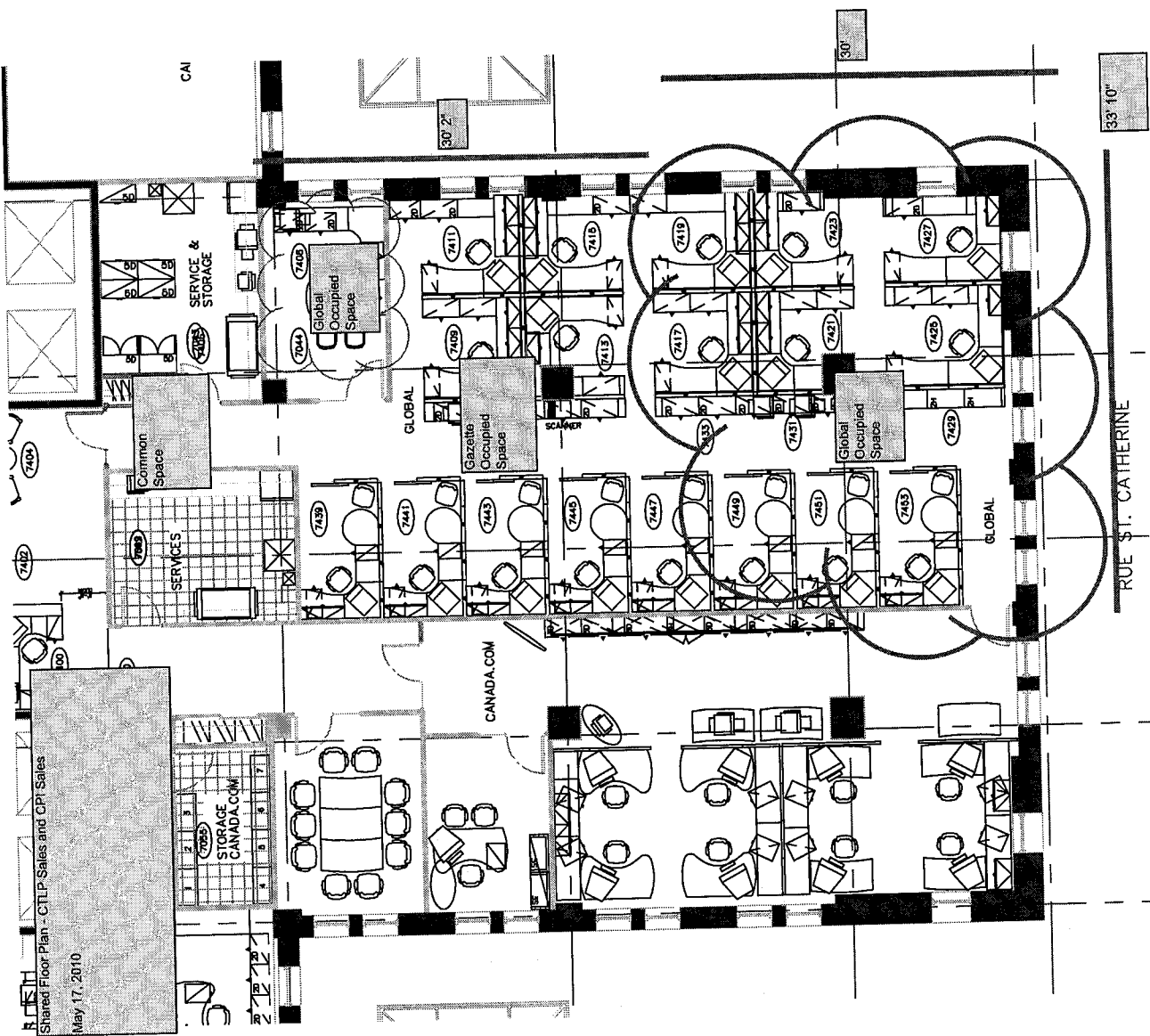
Premises Condition: Subtenant shall accept the subleased Premises in “as is” condition.

Restoration Obligations: None.

Assignment, Sub-sublease and Change of Control: Subtenant may not assign or sub-sublease the sublease without the consent of the Tenant and the Landlord except in accordance with the Head Lease.
Subtenant shall be responsible for 50% of any fees levied by the Landlord in connection with the approval of the Sublease.

Parking, storage, signage, etc.: Subtenant will arrange parking directly with landlord and is not entitled to additional storage or signage.

Head lease covenants: Subtenant to be responsible for all obligations under the head lease relating to the Subleased premises, except as otherwise specified in the sublease to be negotiated between the parties.



Shared Floor Plan - CILP Sales and CPI Sales
 May 17, 2010

STORAGE
 CANADA.COM

CANADA.COM

RUE ST. CATHERINE

30' 2"

30'

33' 10"

SCHEDULE 10.2
MASTER MARKETING SERVICES AGREEMENT

See attached.

Date: May 14, 2010

MARKETING SHARED SERVICES TERM SHEET

This term sheet sets out a description of the various marketing services (“Services”) that Canwest Television Limited Partnership, or such other affiliated entity as Canwest Television Limited Partnership may prescribe (“Broadcast”) will provide to Canwest Publishing Inc. (“Publishing”) for the term set out below, in exchange for the fees described. The terms contained herein will be set out in a Master Services Agreement to be negotiated between the parties. This term sheet is for discussion purposes only and is not intended, and shall not be deemed, to be a legally binding agreement.

- **Term:** June 1, 2010 until August 31, 2011 (the “Initial Term”). The Initial Term shall be automatically renewable for successive 1 year periods, unless either party gives written notice to the other 30 days prior to the expiration of the Initial Term, or any given 1 year extension, of either party’s intention not to extend.
- **Termination:** Either party shall have the right to terminate this Term Sheet or the Master Services Agreement on at least 30 days written notice to the other party.
- **Services:** 20 hours of Marketing Services per month, including research, strategic planning, media planning, and media buying (the “Marketing Services”). The Marketing Services will be provided to each of Publishing and/or its affiliates if required, through a central point of contact, as may be amended from time to time.
- **Fees:** \$2,000.00 CAD per month, plus applicable taxes. Payable net 30 days
- **Additional Fees:** Marketing Services requested, which exceed the amounts set out above shall be billed on an hourly basis at a rate of \$100.00/hour CAD, plus applicable taxes.
- **Unused Hours:** In the event that less than 20 hours of Marketing Services are provided in any given month (the “Unused Hours”), such Unused Hours may be carried over to the following month (the “Carry Over Month) for no Additional Fees. The Unused Hours will not carry over to any subsequent months beyond the Carry Over Month and will expire if not used by the last day of a Carry Over Month.
- **Tracking Hours on a Monthly Basis:** The Broadcast Media Strategy Manager(s) (as defined below) will be responsible for tracking the Marketing Services provided by Broadcast on an hourly basis and will compile a report outlining the

same, which report will be supplied to the Publishing Marketing Manager (as defined below) on the 1st day of every month throughout the duration of the Initial Term.

MARKETING SERVICES

A. Marketing Services Requests:

1. All requests for Marketing Services by Publishing will be directed to Shawn Downey, Senior Marketing Manager (or such other person as may be mutually agreed upon by the parties) (the "Publishing Marketing Manager");
2. The Publishing Marketing Manager will then send Broadcast written requests for Marketing Services directed to Scott MacLeod, Vice President, Media Strategy and Tricia Allen, Director, Media Strategy (or such other person as may be mutually agreed upon by the parties) (the "Broadcast Media Strategy Manager(s)");
3. All requests for Marketing Services by Publishing must include appropriate supporting information as applicable, including the initial parameters and scope of Marketing Services required, including but not limited to:
 - a. Outlining the type(s) of Marketing Service(s) required, which may include one or more of the following:
 - i. Research;
 - ii. Strategic Planning;
 - iii. Media Planning; and/or
 - iv. Media Buying;
 - b. Any current research, documentation and/or other information relevant to the request for Marketing Service(s); and
 - c. Full media brief, including markets, demographics and budget.*

The parties acknowledge and agree that not all of the information listed above may be applicable and/or available at the time of the initial request. Notwithstanding the foregoing, Publishing shall make commercially reasonable efforts to supply Broadcast with any and all supporting information and documentation required.

4. The Broadcast Media Strategy Manager(s) will then delegate the work required for any given request amongst their department.

* A full media brief must be included in any requests for Media Planning as outlined below.

B. Provision of Marketing Services :

Broadcast will provide one or more of the following Marketing Service(s) upon receipt of a written request from the Publishing Marketing Manager as outlined in Section A above:

1. Research:

- Broadcast to generate research reports using the following research tools: PMB, BBM, NadBank, comScore, and Infosys;
- Research report will be sent via email to the Publishing Marketing Manager for review;
- If requested by the Publishing Marketing Manager, the parties will set up a meeting to discuss the research findings and next steps (if any).

2. Strategic Planning:

- Personnel from Broadcast and Publishing (as designated by the Publishing Marketing Manager and the Broadcast Media Strategy Manager(s)) will attend a brainstorming session to discuss and/or interpret research (either research generated by Broadcast pursuant to Section B1 herein or other) in order to develop marketing strategies;
- If requested by the Publishing Marketing Manager, Broadcast will provide a PowerPoint presentation via email outlining the results of the brainstorming session.

3. Media Planning:

- Upon a written request by the Publishing Marketing Manager, which must include a full media brief (including markets, demographics and budget), Broadcast will do the following:
 - i. Contact various media suppliers for costing and avails;
 - ii. Form a strategic plan for advertising campaigns;
 - iii. Prepare a PowerPoint presentation and an excel spreadsheet blocking chart containing all necessary information outlining the strategic plan for advertising campaign(s) (the “Media Plan”);
 - iv. Personnel from Broadcast and Publishing (as designated by the Publishing Marketing Manager and the Broadcast Media Strategy Manager(s)) will attend a meeting whereby Broadcast will present the PowerPoint presentation and excel spreadsheet blocking chart;
 - v. If requested by the Publishing Marketing Manager, Broadcast will make any necessary revisions to the PowerPoint presentation and/or excel spreadsheet blocking chart and send to the Publishing Marketing Manager for review and approval.

4. Media Buying:

- Upon a written request by the Publishing Marketing Manager, including written approval of the Media Plan, Broadcast will do the following:
 - i. Negotiate contracts with media suppliers on behalf of Publishing for specific advertising campaigns. Once all of the terms of the contract are negotiated by Broadcast, the contract will be sent to the Publishing Marketing Manager for review and approval (or amendment if required);
 - ii. Approval of contracts by the Publishing Marketing Manager must be provided via email to the Broadcast Media Strategy Manager(s); and

Date: May 14, 2010

- iii. Once written approval is received, Broadcast will have no further responsibility or duties with respect to such contracts. For clarity, Broadcast's sole responsibility (and scope of authority) will be to negotiate the terms of the contracts and not to be a party to or enter into any agreements on behalf of Publishing (or hold itself out as authorized to enter into agreements on behalf of Publishing), nor will Broadcast have any responsibility in terms of ensuring creative delivery, billing, and/or payment.

C. General:

1. Nothing herein (or in the Master Service Agreement) shall be deemed to prohibit Publishing from engaging other third parties to provide services similar or identical to the Marketing Services.
2. Broadcast will use commercially reasonable efforts to provide the Marketing Services in a diligent and professional manner in accordance with the timelines agreed upon by the parties.
3. Broadcast confirms that the provision of the Marketing Services set out herein shall be not require Publishing to acquire any third party software or to pay any license or other fees in excess of the Fees.
4. This term sheet (or the Master Services Agreement) may be assigned by either party to one of its own affiliates or to an entity that acquires substantially all of its assets.
5. This term sheet shall be governed in accordance with the laws of the Province of Ontario.

SCHEDULE 10.3
MASTER DIGITAL MEDIA SERVICES EXTENSION AGREEMENT

See attached.

NOTE TO DRAFT: THE PROVISIONS OF THE NON-BINDING TERM SHEET BELOW REMAIN SUBJECT TO NEGOTIATION BETWEEN THE PARTIES

DIGITAL IT SERVICES EXTENSION TERM SHEET

This term sheet sets out a description of the various technology services (“Services”) and proprietary software (“Software”) that Canwest Publishing Inc. (“Publishing”) will provide and/or license to Canwest Television Limited Partnership (“Broadcast”) for the term set out below, in exchange for the fees described. The terms contained herein will be set out in a Master Services Agreement to be negotiated between the parties. The Software license will form an attachment to the Master Services Agreement. This term sheet is for discussion purposes only and is not intended, and shall not be deemed, to be a legally binding agreement.

- Term: March 1, 2011 until August 31, 2011
- Services : 1) Application Support and Maintenance Services
2) 200 Hours of Professional Services
- Software: Proprietary Publishing Software as described below
- Fees: **[TBD: Broadcast proposes a sliding scale for the Fee based on how many sites Publishing is supporting for Broadcast. Pending Publishing response on this proposal and agreement on specifics, Broadcast reserves rights to comment on Fees below]**
[\$50,000.00 CAD per month, plus applicable taxes.]
Payable net 30 days (fees are inclusive of Services and Software)
- Additional Fees: Professional Services requested, which exceed the amounts set out above shall be billed on a time and materials basis at a rate of \$250.00/hour CAD, plus applicable taxes.

[TBD: Broadcast suggests that Parties to agree on mechanism for approving/tracking overage hours]

**PART I
PROPRIETARY SOFTWARE LICENSES**

A) PROPRIETARY SOFTWARE (DEVELOPED AND OWNED BY PUBLISHING) TO BE LICENSED TO BROADCAST

Software	Description	License
southPARC	Content management software	Term (non-perpetual) license (one instance) for use only in respect of websites specified on Appendix A. Maximum Database

		Size Limit of 10GB. [TBD: Broadcast proposes a higher CMS limit. In any event, parties to determine consequence, if any, if overage (this last query applies to overage on over database limits below).]
LEGO	Custom presentation layer and page delivery framework software. Provides the ability for editorial and webmaster teams to easily build template pages via a common reusable and flexible widget library. Included in LEGO is a large collection of re-usable pre-compiled widgets	Term (non-perpetual) license (one instance) for use only in respect of websites specified on Appendix A. Supported maximum throughput of 300 requests/second and total requests of 30 million page views per month (combined across all websites.) Maximum content storage limit of 10GB
Publishing Software Tool Set		
	<ul style="list-style-type: none"> • Marketing Tool - provides the webmasters an easy and flexible data collection engine to support the numerous surveys and contests created across all of our online entities. 	Marketing Tool: Term (non-perpetual) license (one instance) for use only in respect of websites specified on Appendix A. Maximum database size limit of 10GB [NTD : Please advise on maximum through-put of Contest Tracker]
	<ul style="list-style-type: none"> • Poll/Trivia Tool - A poll scheduling tool to allow editors to create and schedule polls and collect ratings 	Term (non-perpetual) license (one instance). Maximum database size limit of 10GB
	<ul style="list-style-type: none"> • Entertainment Services - TV/Movie listings system and REST API (currently based on the Tribune data feed which will need to be licensed by Broadcast if it wishes to use this tool) 	Term (non-perpetual) license (one instance). Supported maximum throughput of 20 requests/second and total requests of 1 million per month.

	<ul style="list-style-type: none"> • Bookmarking System - A generic URL bookmarking system that allows user to build and manage a portable list of favorite items 	Term (non-perpetual) license (one instance). Maximum database size limit of 1GB. Maximum supported throughput of 20 requests/second and total requests of 1 million per month.

Note (1): Software is provided as-is and is licensed only in respect of the websites set out on Appendix A.

Note (2): Licenses will include major and minor releases as the same are made available by Publishing which Broadcast must implement within three (3) months of release. Software does not include add-ons or other customization.

Note (3): The Software licenses will be non-perpetual for the duration of Term only. If the Services are no longer provided by Publishing, the Software licenses will automatically terminate.

B) THIRD PARTY SOFTWARE THAT BROADCAST MUST LICENSE FROM THIRD PARTIES (“Third Party Software”):

Software	Description
FAST	Search Engine Software
Community Server	Bloggng Software
Lyris	OutBound Mail Software
Google Search Appliances	Site and SouthPARC Search

[NOTE TO DRAFT: Broadcast reserving rights to comment on Note 1 below, pending further consideration of requirement for incremental costs to acquire use of the Third Party Software]

Note (1): **[The cost of Third Party Software is not included within the Fees. It must be licensed separately by Broadcast.]**

Note (2): In addition to the Third Party Software listed above, Broadcast may require other services and/or software to be provided by third parties. The cost of these services/software is not included in the Fees, and must be contracted for by Broadcast independently. Such services may include by way of example, and without limitation products/services from the following vendors: Omniture, Community Server, Gomez, Akamai, The Platform, SiteScope, Weather Network, TSN, CNS.

PART II

APPLICATION SUPPORT AND MAINTENANCE SERVICES

Supported Applications:

IT Support and Maintenance Services (detailed below) will be provided from Pete DeGroot and his team (or such other resources as Publishing determines) for the following software applications (the **“Supported Applications”**):

- **SouthPARC**
- **LEGO**
- **Publishing Software Tool Set**
- FAST and/or Google Search Appliances*
- Lyris *
- Community Server*

*Third Party Software. Broadcast will have to license this software independently.

Overview of Services:

General Services:

1. Application monitoring. - 24x7 monitoring of Supported Applications
2. Preventative maintenance - For applications considered critical (that is, a critical level of “high”) by Broadcast, and when corrective maintenance activities are low, work will be conducted up to the level of effort identified, to analyze and take steps to prevent potential problems.
3. Level 2 Support Services for Supported Applications:

The following corrective and maintenance services (Level 2 Support) are provided in response to the transfer of Level 1 Help Desk service tickets in respect of the Supported Applications from Broadcast to Publishing:

1. Corrective Maintenance—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:
 - 1.1. Root-cause analysis—Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
 - 1.2. Bug fixes for Software licensed to Broadcast — Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

Note: Level 1 Support must be provided by Broadcast. Level 1 Support means:

All support issues will be directed to Broadcast Support Technician who will gather the user's information and determine the customer's issue by analyzing the symptoms and figuring out the underlying problem. Technical support specialists will handle straightforward and simple problems which include troubleshooting, verifying physical layer issues, resolving username and password problems and offering assistance with navigating around applications. The goal of Level 1 support is to solve the user problems before finding it necessary to escalate the issue to a higher level. Only Level 1 technicians may escalate issues to Level 2 and must be available to work with Level 2 support through to problem solution.

Support Procedures and Access to Tools

Support requests must be managed through the customer support liaisons that have been assigned throughout the organizations involved. Specifically, individual Broadcast divisions will funnel their requests through Broadcast Level 1 support. If Broadcast Level 1 support is unable to resolve the specific request, then Broadcast Level 1 support will then submit a support request on behalf of the broadcast requestor.

Note: Should the root cause analysis determine the fault resides with Third Party Software, the Broadcast will be responsible for escalation to the vendor for resolution.

Scheduled Maintenance of Supported Applications

Scheduled maintenance occurs on an as needed basis. When support tasks require system updates, the fixes are applied using a best effort approach to weigh the pros of the fix against the potential cons of service interruptions that may arise as a result of the production fix. In all maintenance situations, appropriate communication is distributed to key contacts to ensure that all affected parties are notified in advance.

Where scheduled maintenance will impact service availability, this maintenance will be performed during the scheduled maintenance window which is designated as each day, between the hours of 2:00 AM and 5:00 AM, Eastern Time.

Where maintenance affecting the availability of the web services is of a critical nature, Publishing may request that this be done outside of the regular maintenance window. Broadcast key contacts will be informed of the nature of the maintenance and the reason for the urgency and will be asked to agree to the non-standard maintenance time period.

Problem Severity Definitions

Description	Definitions
<p>All incidents will be classified into the following severity levels:</p> <ul style="list-style-type: none"> • Critical Live Error • Problem • Inquiry • Planned Task <p>Note 1: "Critical Live Errors" will be deemed a high priority until resolved. A Customer contact must be assigned and be available on a high availability basis to assess alternative solutions and finalize problem resolution verification.</p> <p>Note 2: "Problems" will be worked on during regular local business hours by production support groups.</p>	<p>Critical Live Error: The ability to conduct business or service the customer has stopped. Service is seriously degraded but can continue its operation via a workaround or incremental resource for a short period of time before business stops. <i>Examples:</i> Server down, network down, database down, application down.</p> <p>Problem: Problems or incidents where a workaround exists or can be developed with a small amount of incremental resources. Service is degraded but can continue its operation via a workaround or incremental resource. <i>Examples:</i> slow system performance, a piece of application functionality is down or has a bug.</p> <p>Inquiry: Problem or incident where single users can operate some of the system activities normally, but a definite problem is identified. <i>Examples:</i> The system works as designed, but one of the helper applications doesn't work the way that the end user wants it to work.</p> <p>Planned Task: The system requires a maintenance fix or an update to a configuration system. <i>Examples:</i> A new classification needs to be loaded for a renting deployment for a specific market.</p>

Problem Resolution Control Table

For technical requests that are submitted to our support tool by a Broadcast representative, the following communication timelines are in place for updates to the Broadcast representative from appropriate Publishing professional services representatives.

Severity	Response	Target Resolution*
Critical Live Error	30 min	24 hours
Problem	1 Business Day	1 – 2 business days
Inquiry	1 Business Day	5 – 10 business days
Planned Task	1 Business Day	Per agreed-to plan

*Target resolution timelines are impacted by numerous internal and external dependencies. Targets do not account for potential delays due to circumstances beyond our control such as hardware availability or reliance on third party support personnel for issue resolution.

Application Support and Maintenance Services - Roles and Responsibilities

Broadcast

Broadcast will have the following general responsibilities:

1. Broadcast will conduct business in a courteous and professional manner with Publishing.
2. Broadcast users, clients, and/or suppliers using the applications set out in this term sheet will use the appropriate help desk to request support.
3. The services from Publishing do **not** include technical support to the 1st level end user. All requests for support from within Broadcast must first be directed to the pre-approved Broadcast support personnel. Further, a support ticket will need to be created.
4. Broadcast end users do not contact Publishing support resources directly to report an incident. All incidents must be logged through the appropriate help desk.
5. Broadcast will use their own appropriate IT group to provide local server, network, firewall, and infrastructure support services.
6. Broadcast will assign severity codes adhering to the correct usage of these codes as defined in above
7. Once a support request has been submitted, Broadcast will assign a Customer contact who will be available to work with the Publishing support resource assigned to the support request. Critical Live Errors issues require customer contacts available on a high availability basis.
8. Broadcast must provide Publishing with support requests that include appropriate supporting information (screenshots of problems, error messages, etc.)

9. Broadcast is responsible for the security and management of the accounts that are assigned to them and any actions taken under those accounts.
10. Feed transfers to Publishing are the responsibility of Broadcast. Delivery of feeds must adhere to the agreed upon standards.
11. Broadcast assumes all liability for all content posted on the websites under this agreement.

Publishing

Publishing will have the following general responsibilities:

1. Publishing will conduct business in a courteous and professional manner with Broadcast.
2. Publishing will attempt to resolve problems over the phone on first call.
3. Publishing will escalate support request to next level of internal support within Publishing upon approach of established resolution targets.
4. Publishing will obtain Broadcast's approval before ticket closure. **Note:** All closed tickets will automatically be signed off on after 5 business days unless re-opened by Broadcast.

PART III PROFESSIONAL SERVICES

Time: 200 Hours

Available Services:

- 1) Customer service post implementation – account management, training & educational support, business consulting and technical consulting involving consultation on web development, design, architecture, integration or management of web based systems.
- 2) Technical support post implementation as itemized elsewhere in this document.
- 3) Project management: a project manager will be provided as a single point of contact with a PM from Broadcast for each and every implementation.
- 4) Requirements vetting: we will work with Broadcast to clarify expectations, particularly at the initial stage of each project, to ensure that any implementation meet the needs of Broadcast.
- 5) Technical services as outlined below:
 - a. Custom development of LEGO Widgets and/or presentation level technologies such as , XSLTs, AJAX, and/or JavaScript
 - b. Development of custom features or APIs for any existing Software
 - c. Development of custom modules in support of any existing Software, including but not limited to automated imports or exports of data

- d. Development of any custom software or APIs outside of the Software
- e. Migration of data with regards to Software
- f. Consultation on web development, design, architecture, integration or management of web based systems
- g. Integration of third party systems with any Software
- h. Load testing and analysis of any non-Publishing based products or services
- i. Technical training services

Project Signoff

Successful User Acceptance Testing (UAT) is required for all projects before signoff and production release. UAT must be defined at project inception, through the provision of a detailed set of test cases, as part of the project requirements. UAT must be performed by Broadcast during the appropriate test/UAT phase of the project prior to project deployment. Once successful UAT occurs, sign-off by Broadcast will be required, and the project will be released to production by the project manager.

All rights, title and interest in and to any custom software developed as part of the Professional Services provided by Publishing shall be owned solely by Publishing (who will license such software to Broadcast only during the Term that the Services are being provided).

PART IV EXCLUDED SERVICES

The proposed licenses and Services set out in this term sheet explicitly exclude the following:

1. Hosting Services – Broadcast must make arrangements to host (i) all software supported or licensed hereunder and (ii) all Broadcast websites
2. Domain Name Management – procurement, registration, management, or renewal of Broadcast domain names.
3. DNS management.
4. Secure certificate management.
5. Procurement of new software or hardware. Procurement of new software or hardware for use within Broadcast, or for use for Broadcast at Publishing. All software or hardware required for Publishing's use to support Broadcast's applications will be the responsibility of Broadcast.
6. Level 1 (help desk) Support - Broadcast shall provide this level of support for all Supported Applications.
7. Level 3 Support for Third Party Software applications

8. Licenses and support/maintenance for all Third Party Software applications, services, or data except as set out herein. These include but are not limited to: Omniture, Community Server, Gomez, Akamai, The Platform, SiteScope, Lyris, GSA, FAST, Tribune, Weather Network, TSN, CNS, Newspaper content.
9. Resale or transfer of any products, services, or data provided under this term sheet
10. Use of any products or services outside of the scope of this term sheet
11. Hosting of websites
12. Project management services.
13. Vendor management.
14. Video services including storage, management, hosting, or streaming of video content.
15. Hardware support and/or maintenance.
16. Any other service not explicitly set forth in this term sheet.

Appendix A

1. GlobalTV.com

2. globalnational.com
3. globaltvbc.com
4. globaltvcalgary.com
5. globaltv EDMONTON.COM
6. globallethbridge.com
7. globalsaskatoon.com
8. globalregina.com
9. globalwinnipeg.com
10. globaltoronto.com
11. globalmontreal.com
12. globalmaritimes.com
13. FoodTV.ca
14. HGTV.ca
15. History.ca
16. Showcase.ca
17. Slice.ca
18. TVTroppolis.ca
19. Bbccanda.com
20. bbckids.ca
21. discoveryhealth.ca
22. diy.ca
23. ifctv.ca
24. nationalgeographic.ca
25. globaltvthunderbay.ca

**SCHEDULE 11.1
INSURED LITIGATION**

The National Post Company Claims:

<u>Initiated</u>	<u>Plaintiff</u>	<u>Named Defendants</u>	<u>Description</u>	<u>Remedy</u>	<u>Insurance</u>
<u>ACTIVE - Defamation</u>					
Q1 2010	Shrosbree, Derryn	Karen Mazurkewich, Sun Media Corporation, c.o.b. The Financial Post	Plaintiff was employed by CIBC in Toronto, and called by reporter to speak about his employment with CIBC and previous employment as a derivatives trader with BNP Paribas for article entitled "Hard Time Hit Bay Street". Plaintiff claims his comments were predicated on the agreement that nothing would be printed before he obtained his employer's permission to have his comments printed. He posed for a photograph as well. Plaintiff's employment was terminated on April 9, 2009 because of the comments printed in the article.	Damages of \$50,000 from each Defendant for negligent misrepresentation; Pre and post judgment interest; costs	YES: Hiscox Ref. 122005094

<u>Initiated</u>	<u>Plaintiff</u>	<u>Named Defendants</u>	<u>Description</u>	<u>Remedy</u>	<u>Insurance</u>
Q3 2008	Kent, Arthur	CanWest MediaWorks Inc., Canwest Publishing Inc., The National Post Company, National Post Holdings Ltd., Martin, Don	Notice concerns an article written by Don Martin first published in the Calgary Herald on February 13, 2008 and reprinted on canada.com and in the National Post. Plaintiff claims article portrays him as being untrustworthy, arrogant, and high-handed.	Damages - \$100,000 plus Costs.	Yes - Hiscox Ref. #122003825
Q1 2008	Viater, Jeffrey Philip	National Post, CanWest MediaWorks Publications Inc., Kari, Shannon, Kelly, Douglas, Meurice, Stephen, Harris, Jonathan, and Racovali, John.	Plaintiff is a 4th year law student who worked on the R. v. Wills case, where it is alleged that he billed over \$40,000 of services to the Attorney General's office. Plaintiff claims that he has never billed the Attorney General, and claims that the report published in the National Post and canada.com defames him with its allegations.	cease and desist of publication of article in print and on websites; General Damages - \$1,400,000; Legal Damages - \$15,000 to the LSUC; Aggravated Damages - \$500,000; Punitive damages - \$1,000,000; pre-and post-judgment costs and interest.	YES: Hiscox Reference No. 122003440

<u>Initiated</u>	<u>Plaintiff</u>	<u>Named Defendants</u>	<u>Description</u>	<u>Remedy</u>	<u>Insurance</u>
Q1 2007	Rizzuto, Bettina and Rizzuto, Leonardo	CanWest MediaWorks Inc., National Post, The Gazette, Allison Hanes, John Wiley & Sons Canada Ltd., Lee Lamothe, Adrian Humphreys	Plaintiffs, who are brother and sister and practicing lawyers in Montreal, claim that they were defamed by articles in the National Post on August 3, 2006 and in the Montreal Gazette the following day. The article described a book which apparently linked the Plaintiffs to a family member alleged to be involved in an organized crime syndicate.	\$950,000 damages plus interest and costs	YES (ACE/INA): Claims No. 6010243919
Q1 2007	Hoggan, James	The National Post Company, Corcoran, Terrence	On November 28, 2006, the newspaper received a complaint from James Hoggan about certain columns by Terrence Corcoran. We were notified of the complaint that same day. Mr. Hoggan resides in Vancouver and is an environmentalist and a public relations specialist. The complaint is based on columns entitled "Global cooling effect" and "Who is James Hoggan" published in the National Post on September 16, 2006 and November 16, 2006 respectively. Mr. Corcoran wrote of Mr. Hoggan's participation in the public debate on the issue of global	General Damages; Aggravated Damages; Exemplary Damages; Special Damages; accounting for profit for infringement of copyright and moral rights; injunction against Defendants from further publishing the article; an Order requiring the removal of the article from the Defendant's websites and cached search engine websites; injunction requiring Defendants to print a retraction; costs and interest and other further relief (amounts not	YES (ACE/INA): Claim No. C6010259652

<u>Initiated</u>	<u>Plaintiff</u>	<u>Named Defendants</u>	<u>Description</u>	<u>Remedy</u>	<u>Insurance</u>
			warming and the tactics he appears to be using to advance the cause of those who support the notion that the earth is warming. He alleges Mr. Hoggan falsely accuses those who deny global warming as being funded by the petroleum industry.	stated).	
Fiscal 2006	Wood, Robert	Michael Barsky, Toronto Police Services Board, Nicholas Kohler, Les Pyette and National Post Company, A CanWest Publication	The plaintiff claims that he was defamed by a June 16, 2005 article published in The National Post. The article reported that Mr. Wood and a cohort were charged with fraud by the Toronto police for administering "psychic healing" to ill patients. The plaintiff is seeking \$3,000,000 in damages as well as interest and costs.	The plaintiff is seeking \$3,000,000 in damages as well as interest and costs.	YES:(ACE/INA) Claim No. 601238055

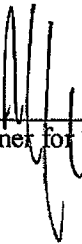
<u>Initiated</u>	<u>Plaintiff</u>	<u>Named Defendants</u>	<u>Description</u>	<u>Remedy</u>	<u>Insurance</u>
<u>DORMANT - Defamation</u>					
Fiscal 2005	Christian Churches of God, World Conference and Christian Churches of God, Canada	National Post, Robert Attala, Matthew Fraser, Jonathan Kay	The plaintiffs claim they were defamed by a July 12, 2004 editorial in the National Post entitled "Bad Moon on the Rise" which they allege states that the religious beliefs of the plaintiffs are fanciful, obscure, insincerely held, illegitimate and not worthy of respect.	\$100,000.00 General & Specific Damages; Costs & Interest	YES:(ACE/INA) #601-230962
Fiscal 1999	McCormack, William	The National Post Company and Mathias, Philip	Plaintiff, the former Chief of Police of Toronto, complains of an article published in the National Post on January 28, 1999 reporting that Plaintiff had received the benefit of a loan guarantee that was not disclosed under the conflict of interest guidelines pertaining to his office.	No financial amount stated	YES: Employers Reinsurance Company Policy No. MM-11642

The National Post Company Notices:

<u>Initiated</u>	<u>Plaintiff</u>	<u>Named Defendants</u>	<u>Description</u>	<u>Remedy</u>	<u>Insurance</u>
Q1 2010	Non-Smokers' Rights Association	The National Post Company, Fisher, Gord, Kelly, Doug	Plaintiff complains of an editorial published in the National Post on October 27, 2009.		Yes (if claim): Hiscox Ref#122005223
Q4 2009	Kinsella, Warren	Chris Selley, The National Post Company (McParland)	Defamation (Notice): Removal of reference to Plaintiff in editorial article.		Yes, if claim (Hiscox #TBD)
Q2 2009	Kinsella, Warren	The National Post Company, Kay, Jonathan	Defamation (Notice): general and special damages, removal of post from website, post apology in its place		YES (if claim) Hiscox No. 122004316
Q2 2008	Wakeford, James	The National Post Company, Can West Media Works Inc., Cosh, Colby	Defamation (Notice): immediate and visible correction		Yes (if claim) Hiscox No. 122005631

TAB F

This is Exhibit "F" to the
Affidavit of John E. Maguire
sworn before me this 3rd day of June, 2010.



Commissioner for Taking Affidavits

TRADE-MARKS LICENCE AGREEMENT

THIS AGREEMENT is made the 13th day of October, 2005,

BETWEEN:

CANWEST GLOBAL COMMUNICATIONS CORP., a corporation governed by the federal laws of Canada,

(“CanWest”)

- and -

CANWEST MEDIAWORKS (CANADA) INC., a corporation governed by the federal laws of Canada, as general partner for and on behalf of **CANWEST MEDIAWORKS LIMITED PARTNERSHIP**,

(the “Limited Partnership”)

- and -

CANWEST MEDIAWORKS (CANADA) INC., a corporation governed by the federal laws of Canada,

(the “General Partner”)

- and -

CANWEST MEDIAWORKS INCOME FUND, a limited purpose trust established under the laws of the Province of Ontario,

(the “Fund”)

(the Limited Partnership, the General Partner and the Fund, collectively the “Licensees”)

RECITALS:

1. CanWest is the owner in Canada of the trade-marks listed on the attached Schedule A, as it may be amended in accordance with this Agreement (the “Trade-marks”);
2. Each of the Licensees is desirous of using the CANWEST MEDIAWORKS trade-mark as part of its name and, in the case of the Limited Partnership, of using the Trade-marks in connection with its print and online media businesses and ancillary and supporting businesses formerly owned by CanWest and its Affiliates (the “Publications Business”);

3. CanWest is willing to grant a royalty-free, non-exclusive, non-transferable licence to the Licensees to use the Trade-marks subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties to this Agreement) the Parties covenant and agree each with the other as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Wherever used in this Agreement, the following words and terms will have the meanings set out below:

"Affiliate" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and, with reference to CanWest for the purposes of this Agreement, means all such Affiliates other than the General Partner, the Limited Partnership and their respective Subsidiaries.

"Agreement" means this Trade-marks Licence Agreement including all Schedules attached to this Agreement, all as may be amended from time to time.

"Arbitration Procedures" means the arbitration procedures set out in Schedule 8.1.

"Business Day" means a day other than a Saturday or Sunday, on which the principal commercial banks in the Cities of Toronto and Winnipeg are open for business during normal banking hours.

"CanWest Companies" means CanWest and its Canadian Subsidiaries other than the General Partner, the Limited Partnership and their respective Subsidiaries.

"Claims" has the meaning given to that term in Article 7.

"control" and any derivation thereof means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

"Governmental Authority" means any government, regulatory authority, governmental department, agency, agents, commission, bureau, official, minister, Crown corporation, court, body, board, tribunal, stock exchange or dispute settlement panel or other law, rule or regulation-making entity:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or

- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

“GP Shares” means common shares in the capital of the General Partner.

“Investment” of any Person means, at the time such determination is being made, a Person in which such first Person, directly or indirectly, has an equity ownership interest of less than 50% but more than 20%.

“Laws” means all applicable laws, including common law, by-laws, rules, statutes, regulations and legally binding decisions, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, instructions and authorizations and judgements or other legally binding requirements of any Governmental Authority.

“Notice” has the meaning given to that term in Section 9.1.

“Parties” means CanWest, the Limited Partnership, the General Partner and the Fund and “Party” means any one of them as the context indicates.

“Person” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

“Strategic Opportunities and Non-Competition Agreement” means the strategic opportunities and non-competition agreement, dated the date hereof between CanWest and the Limited Partnership.

“Subsidiary of any Person” means, at the time such determination is being made, any Affiliate of such Person that is controlled by such Person.

“Third Party Claims” has the meaning given to that term in Section 6.1(c).

“Units” means the partnership units in the capital of the Limited Partnership.

1.2 Certain Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** - time is of the essence in the performance of the Parties' respective obligations;
- (b) **Headings** - descriptive headings of Articles and sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of those Articles or sections;

- (c) **Singular, etc.** - use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision of this Agreement to that person or those persons or circumstances as the context otherwise permits;
- (d) **Consent** - whenever a provision of this Agreement requires an approval or consent by a Party to this Agreement and notification of that approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required will be conclusively deemed to have withheld its approval or consent;
- (e) **Calculation of Time** - unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day;
- (f) **Business Day** - whenever action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, that payment will be made or action taken on the next Business Day following that day; and
- (g) **Inclusion** - where the words "including" or "includes" appear in this Agreement, they mean "including (or includes) without limitation".

1.3 Entire Agreement

This Agreement, together with the Acquisition Agreement and other agreements and documents to be delivered pursuant to the Acquisition Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement or in those other agreements. No supplement, modification or waiver or termination of this Agreement will be binding unless executed in writing by the Party to be bound thereby.

1.4 Applicable Law

This Agreement will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and will be treated, in all respects, as an Ontario contract.

1.5 Schedules

The schedules to this Agreement, as listed below, are an integral part of this Agreement:

Schedule "A" - List of Trade-marks

Schedule "B" - List of CanWest's Subsidiaries Trade-marks

Schedule 8.1 - Arbitration Procedures

**ARTICLE 2
GRANT**

2.1 Grant

- (a) Subject to the provisions of this Agreement, effective as of the above date, (the "Effective Date") CanWest hereby grants a non-exclusive, royalty-free, non-transferable right, licence and privilege:
 - (i) to the Limited Partnership to use and display the Trade-marks in association with the Publications Business and, in the case of the CANWEST MEDIAWORKS trade-mark, as part of its partnership name, namely CanWest MediaWorks Limited Partnership and, subject to Section 2.1(c) below, as part of the name of the Limited Partnership's Subsidiaries;
 - (ii) to the General Partner to use and display the CANWEST MEDIAWORKS trade-mark as part of its corporate name, namely CanWest MediaWorks (Canada) Inc.; and
 - (iii) to the Fund to use and display the CANWEST MEDIAWORKS trade-mark as part of its name, namely CanWest MediaWorks Income Fund.
- (b) Subject to Section 3.1(c) below, each of the Licensees acknowledges and agrees that the attached Schedule A and Schedule B may be modified by CanWest, in its sole discretion, to amend the list of Trade-marks or trade-marks owned by CanWest's Subsidiaries, as applicable, or the wares and services associated with the Trade-marks or the trade-marks owned by CanWest's Subsidiaries, as applicable, by Notice to the Licensees. In the event such an amendment affects the CANWEST MEDIAWORKS trade-mark in such a way that the Licensees are required to amend their legal names and provided that such amendment is initiated unilaterally by CanWest, then CanWest shall reimburse the Licensees for their actual and reasonable direct costs (and not their indirect or consequential costs) associated with implementing such name changes.
- (c) The Limited Partnership may sublicense its rights to use the Trade-marks, as set out in Section 2.1(a)(i) above, to its Subsidiaries engaged in the Publications Business. The Limited Partnership shall ensure that each such Subsidiary's use of the Trade-marks complies with the terms and conditions of this Agreement.
- (d) The Limited Partnership and its Subsidiaries may sublicense its and their rights to use the Trade-marks to third parties where such a sublicense is required in connection with promoting or otherwise carrying on the Publications Business in the ordinary course of business. For greater certainty, nothing herein shall authorize the Limited Partnership to permit such third parties to use the CANWEST MEDIAWORKS trade-mark or any other of the Trade-marks in or as

part of a business, trade, partnership or other name. The Limited Partnership shall ensure that any such third party's use of the Trade-marks complies with the terms and conditions of this Agreement.

- (e) The Licensees acknowledge and agree that any changes to their respective names as set out in Section 2.1(a) above shall be subject to CanWest's prior written approval, which approval shall not be unreasonably withheld.
- (f) Within sixty (60) days of the Effective Date, CanWest will or will cause its Subsidiaries who own one or more of the trade-marks listed on the attached Schedule B to enter into a trade-mark licence agreement granting the Limited Partnership similar rights in and to such trade-marks as are granted under this Agreement, which trade-mark licence agreements shall be on substantially the same terms as set forth in this Agreement and shall be retroactively effective as of the Effective Date.
- (g) Within sixty (60) days of the Effective Date, CanWest will assign, for no additional consideration, the IT STARTS HERE trade-mark (App. No. 1,253,844), the TASTE OF CANADA trade-mark (App. No. 1,257,180), the THE NORTH ISLANDER trade-mark (App. No. 1,232,214), the REACHCANADA trade-mark (TMA540,673) and any common law rights in the logo forming the REACHCANADA & Design trade-mark (App. No. 1,180,825), but excluding the tagline "A CanWest Company", to the Limited Partnership, and will withdraw its application for the REACHCANADA & Design trade-mark (App. No. 1,180,825). CanWest will cause its Subsidiary, 3848671 Canada Limited, to assign, for no additional consideration, the trade-marks DOSE (App. No. 1,241,384), D & Design (App. No. 1,241,380) and DOSE & Design (App. No. 1,241,379) to the Limited Partnership within sixty (60) days of the Effective Date.

2.2 Quality Control

- (a) Each of the Licensees agrees that it shall use the Trade-marks only in association with wares and services which conform in nature and quality and are produced or performed by each of the Licensees in compliance with the standards and specifications set by CanWest, in its sole discretion, and communicated to the Licensees in writing from time to time, acting reasonably.
- (b) Limited Partnership shall ensure that the Publications Business is operated in compliance with all applicable Laws in all material respects and that the wares and services offered in connection with the Publications Business are of a quality which is consistent with the reasonable standards and specifications of CanWest, provided that wares and services offered in connection with the Publications Business which are at least as high in quality as the standards for such wares and services maintained by CanWest at the Effective Date shall be deemed to comply with this Agreement.

(xi) not to use any Trade-marks as part of a domain name or other address or identifier on the Internet without the prior written consent of CanWest and then only upon such terms as required by CanWest, in its sole discretion, including that the domain name or other address or identifier be registered in the name of CanWest, except that, upon the prior written consent of CanWest, which consent shall not be unreasonably withheld, one or more of the Trade-marks may be used as part of a domain name in connection with a website operated by or on behalf of the Licensees for investor relations and regulatory compliance purposes.

(b) For so long as this Agreement is in effect:

(i) The Limited Partnership, the General Partner and the Fund will use, and the Limited Partnership's Subsidiaries may use, in their respective business names, the name "CanWest MediaWorks" (the "CanWest Name") in accordance with the reasonable written directions of CanWest. Any such use shall include:

(A) incorporating the CanWest Name on the masthead of each newspaper and other publication;

(B) using the CanWest Name on all letterhead, business cards and promotional material used by the Limited Partnership, its Subsidiaries, the General Partner and the Fund; and

(C) using the CanWest Name on all corporate and operational signage;

all in accordance with the reasonable written standards provided by CanWest as such standards may be amended from time to time, acting reasonably.

(ii) The General Partner shall execute all agreements binding the Limited Partnership as the sole general partner of the Limited Partnership substantially as follows:

CANWEST MEDIAWORKS (CANADA) INC., for and on
behalf of CANWEST MEDIAWORKS LIMITED
PARTNERSHIP

By: _____

(iii) Any such use of the CanWest Name or any other Trade-marks shall be in accordance with the terms and conditions of this Agreement and shall include a legible notice containing the words (or such other words as are acceptable to CanWest), within sight of the use of the CanWest Name, "Used under license from CanWest Global Communications Corp." An asterisk shall be placed on the CanWest Name (and any other Trade-

marks) as well as on the notice so that it is clear that the notice refers to the CanWest Name (or such other Trade-marks).

- (c) CanWest reserves the right to change the CanWest Name at any time on reasonable Notice of not less than one hundred and twenty (120) days to the Licensees. If such Notice is given, the Licensees shall and the Limited Partnership shall cause its Subsidiaries to promptly change the CanWest Name wherever used by the Licensees or the Limited Partnership's Subsidiaries as directed by CanWest and CanWest shall reimburse the Licensees and any such Subsidiaries of the Limited Partnership for their actual and reasonable direct costs (and not indirect or consequential costs) associated with implementing such a change in the CanWest Name.

ARTICLE 4 ASSIGNMENT

4.1 Assignment, Successor and Assigns

- (a) No Party shall transfer or assign this Agreement or any of its rights or obligations hereunder except with the written consent of the other Parties or as provided in this Section 4.1.
- (b) CanWest may, at any time, upon prior Notice to the Licensees, transfer or assign this Agreement to an Affiliate which becomes the owner of the Trade-marks or to a successor to all or a substantial portion of its business which has acquired the Trade-marks.
- (c) CanWest will not sell or permit the sale of the shares of any Affiliate to whom it has assigned this Agreement except as part of a sale of all or a substantial portion of its business.
- (d) This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

ARTICLE 5 TERM AND TERMINATION

5.1 Term

Subject to Section 5.2, this Agreement and the rights and licences hereby granted shall be effective from the date hereof and shall expire fifty (50) years after the date hereof, subject to the right of the Licensees to collectively renew this Agreement for further successive terms of fifty (50) years each upon Notice to CanWest prior to the expiry of the then current term, any such renewal or renewals to be on the same terms and conditions as set out herein or on such other terms and conditions as the Parties may mutually agree.

5.2 Termination

- (a) CanWest may terminate this Agreement at any time upon not less than six (6) months' prior Notice to Licensees in the event that less than ten percent (10%) of the issued and outstanding Units or GP Shares or Fund Units are held, directly or indirectly, by a CanWest Company.
- (b) CanWest may terminate the right, licence and privilege granted to a particular Licensee under Section 2.1 above:
 - (i) immediately in the event of a material breach by such Licensee of its obligations under this Agreement which is not cured within one hundred and eighty (180) days of receipt of Notice of that breach from CanWest; or
 - (ii) immediately, without prior Notice, if such Licensee institutes or consents to the institution against it of bankruptcy, insolvency or similar proceedings, or such Licensee makes a general assignment for the benefit of creditors, or a liquidator, trustee in bankruptcy, receiver or receiver manager is appointed over a substantial or material part of such Licensee's assets.
- (c) The Licensees may collectively terminate this Agreement:
 - (i) upon not less than six (6) months' prior Notice to CanWest in the event that less than ten percent (10%) of the issued and outstanding Units or GP Shares or Fund Units are held, directly or indirectly, by a CanWest Company;
 - (ii) immediately in the event of a material breach by CanWest of its obligations under this Agreement which is not cured within one hundred and eighty (180) days of receipt of Notice of that breach from the Limited Partnership; or
 - (iii) immediately, without prior Notice, if CanWest institutes or consents to the institution against it of bankruptcy, insolvency or similar proceedings, or CanWest makes a general assignment for the benefit of creditors, or a liquidator, trustee in bankruptcy, receiver or receiver manager is appointed over a substantial or material part of CanWest's assets.

5.3 Obligations of the Licensees Upon Termination

- (a) Upon the termination of this Agreement for any reason whatsoever or upon the termination of a particular Licensee's right, licence and privilege hereunder, each Licensee to which such termination is applicable shall:
 - (i) immediately cease to use, directly or indirectly, in any manner whatsoever, the Trade-marks and any name or mark confusingly similar to the Trade-marks, including on documents, in advertising or otherwise;

- (ii) as directed by CanWest in writing, remove the Trade-marks from and, as requested, deliver up to CanWest or its duly authorized representatives or destroy all materials, including signs, letterhead, business cards and advertising and promotional materials (including without limitation all mastheads) in its possession, custody or control upon which the Trade-marks appear (except for documents not for public display or reasonably required for confidentiality or document retention purposes);
 - (iii) change its name to one that does not contain any of the Trade-marks or anything confusingly similar to any of the Trade-marks; and
 - (iv) transfer to CanWest any domain name or other address or identifier on the Internet which contains any of the Trade-marks or anything confusingly similar to any of the Trade-marks.
- (b) Notwithstanding the foregoing provisions, unless the conduct of a Licensee is causing harm to CanWest or the reputation and goodwill associated with the Trade-marks, in which case CanWest reserves the right to insist on immediate cessation of any display or use of the Trade-marks, each Licensee may continue to use the Trade-marks in its name for a reasonable period of time for the sole purpose of communicating with holders of securities in accordance with the statutory notice periods required by law and with applicable regulatory authorities.

ARTICLE 6 INFRINGEMENT AND SHARED COSTS

6.1 Infringement

- (a) Each Licensee shall promptly notify CanWest of any infringement, passing off or other violation of the Trade-marks of which it becomes aware. CanWest may, but need not, bring proceedings or take such action as it may deem appropriate to stop the infringement. If CanWest does take any such action or proceedings, each Licensee shall co-operate with CanWest in such action. No Licensee shall commence any action claiming infringement, passing off or other violation of the Trade-marks without the prior written consent of CanWest which shall not be unreasonably withheld.
- (b) Each Licensee hereby waives any rights that it may have to call upon CanWest to bring an action or proceeding in respect of any of the Trade-marks or to conduct an action or proceeding itself pursuant to law, including, without limitation, pursuant to Section 50(3) of the *Trade-Marks Act* (R.S.C. 1985, C.T-13, as amended).
- (c) If any third party commences an action or proceeding arising out of or relating to the use of the Trade-marks by a Licensee (a "Third Party Claim"), such Licensee shall immediately notify CanWest. CanWest shall, at its discretion, either defend or permit such Licensee to defend such Third Party Claim, provided that neither

CanWest nor such Licensee shall settle any Third Party Claim without the consent of the other, which consent shall not be unreasonably withheld or delayed. Each Party shall co-operate with the other Party in any such defence of any such Third Party Claim.

6.2 Shared Costs

- (a) Subject to Article 7, each of CanWest and the Limited Partnership will share equally the costs associated with maintaining and prosecuting the Trade-marks, opposing any third party trade-marks which are deemed by CanWest, acting reasonably, to be confusingly similar to one or more of the Trade-marks, bringing proceedings or taking such actions to stop any infringement, passing off or other violation of one or more of the Trade-marks and defending any third party actions or proceedings arising out of or relating to the use of the Trade-marks by CanWest or a Licensee (collectively, the "Shared Costs").
- (b) On or before the fifteenth (15th) day of each quarter, CanWest shall collect on its own behalf, and the Limited Partnership shall submit to CanWest, evidence of any Shared Costs which it has incurred during the previous quarter. By the thirtieth (30th) day of each quarter, CanWest shall distribute to the Limited Partnership a summary of the Shared Costs, if any, incurred by CanWest and the Limited Partnership and a direction of payment (the "Direction") relating to the Shared Costs, if any, owing by one Party to another Party in accordance with Section 6.2(a) above. Any amounts owing by one Party to another Party in connection with such Shared Costs will be paid in full by the owing Party within sixty (60) days of the date of the Direction.

ARTICLE 7 INDEMNIFICATION

Each of the Limited Partnership, the General Partner and the Fund shall indemnify and save harmless CanWest and its Affiliates and any person who is serving or shall have served as a director, officer or employee of CanWest or any of its Affiliates (each an "Indemnified Party") from and against all losses, claims, damages, liabilities, obligations, costs and expenses (including judgements, fines, penalties, amounts paid in settlement and counsel and accountants' fees) of whatsoever kind or nature (collectively, "Claims") (a) in respect of a proceeding brought by a third party which is incurred by, borne by or asserted against any of such Indemnified Parties in any way arising from or related in any manner to this Agreement, or (b) arising by reason of or resulting from the breach by any of the Licensees or any of their Subsidiaries or third parties which are sublicensees of any of their obligations under this Agreement or any sublicense granted in compliance with this Agreement, including acts or omissions of a Licensee or any Subsidiary or third party which is a sublicensee which are not in strict compliance with this Agreement in respect of use or display of the Trade-marks, except where such claims arise out of CanWest not having the rights to use or sublicense the use of the Trade-marks. The foregoing right of indemnification shall not be exclusive of any other rights to which an Indemnified Party may be entitled as a matter of law or equity or which may be lawfully granted to such person.

**ARTICLE 8
DISPUTE RESOLUTION**

8.1 Arbitration

The Parties intend that arbitration shall be the sole means of resolving any dispute, difference, controversy or claim arising out of or relating to this Agreement, including, its breach, interpretation, termination or validity ("Dispute") except as specifically provided in this Agreement. In the event that the Parties are unable to settle any Dispute, any Party may refer the Dispute to arbitration in accordance with the Arbitration Procedures, provided that nothing in this Section 8.1 will preclude a Party from seeking interim relief by way of an injunction (mandatory or otherwise) or other interim equitable relief in the Ontario Superior Court or the Federal Court of Canada in connection with this Agreement which courts will have exclusive jurisdiction in respect of all such matters. Each of the Licensees acknowledges that any breach of this Agreement would cause serious and irreparable damage and harm to CanWest and that remedies at law would be inadequate to protect against breach of this Agreement, and agree in advance to the granting of injunctive relief in favour of CanWest for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, notwithstanding that damages may be an adequate remedy, and without the requirement to post a bond or other security, in addition to any other remedy to which CanWest would be entitled.

**ARTICLE 9
GENERAL**

9.1 Notices

Any Notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement (a "Notice") shall be in writing and shall be sufficiently given if delivered, or if sent by pre-paid courier or if transmitted by facsimile, email or other form of recorded communication tested prior to transmission to such Party:

- (a) in the case of a Notice to CanWest at:

CanWest Global Communications Corp.
3100 CanWest Global Place
201 Portage Avenue
Winnipeg, MB R3B 3L7

Attention: General Counsel
Facsimile: 204-947-9841
E-mail: rieipsic@canwest.com

- (b) in the case of a Notice to the Limited Partnership at:

CanWest MediaWorks Limited Partnership
c/o CanWest MediaWorks (Canada) Inc.

1450 Don Mills Road
Toronto, ON M3B 2X7

Attention: President and Chief Executive Officer
Facsimile: 416-442-5621
E-mail: pviner@canwest.com

(c) in the case of a Notice to the General Partner at:

CanWest Mediaworks (Canada) Inc.
1450 Don Mills Road
Toronto, ON M3B 2X7

Attention: President and Chief Executive Officer
Facsimile: 416-442-5621
E-mail: pviner@canwest.com

(d) in the case of a Notice to the Fund at:

CanWest Mediaworks Income Fund
1450 Don Mills Road
Toronto, ON M3B 2X7

Attention: Peter Viner
Facsimile: 416-442-5621
E-mail: pviner@canwest.com

or at such other address as the Party to whom such Notice is to be given shall have last notified the Party giving the same in the manner provided in this Section 9.1. Any Notice delivered to the Party to whom it is addressed as provided above will be deemed to have been given and received on the day it is so delivered at that address, provided that if that day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid courier will be deemed to have been given and received on the second Business Day following the date of its sending. Any Notice transmitted by facsimile, email or other form of recorded communication will be deemed given and received on the first Business Day after its transmission.

9.2 Further Assurances

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

9.3 Invalidity of Provisions

Each provision of this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any provision or part by a court of competent jurisdiction will not affect the validity, legality or enforceability of any other provision. Any invalid, illegal or unenforceable provision will, to the extent permitted by law, be severed and replaced by a valid provision which comes closest to the intention underlying the invalid, illegal or unenforceable provision by mutual agreement of the Parties.

9.4 Osler, Hoskin & Harcourt LLP Acting for More than One Party

Each of the Parties to this Agreement has been advised and acknowledges to each other and to Osler, Hoskin & Harcourt LLP ("Osler") that (a) Osler is acting in connection with this Agreement (and all other agreements between the Parties being entered into as part of the offering of securities being undertaken by the Fund) as counsel to and jointly representing CanWest, the Limited Partnership and the General Partner (each a "Client" and, collectively, "Clients"), (b) in this role, information disclosed to Osler by one Client will not be kept confidential and will be disclosed to all Clients and each of the Parties consents to Osler so acting, and (c) should a conflict arise between any Clients, Osler may not be able to continue to act for any of such Clients.

9.5 Limited Liability of Limited Partners of the Limited Partnership

The Parties acknowledge that the Limited Partnership is a limited partnership formed under the laws of the Province of Ontario, a limited partner of which is liable for any liabilities or losses of the Limited Partnership only to the extent of the amount that such limited partner has contributed, or agreed to contribute, to the capital of the Limited Partnership and such limited partner's pro rata share of any undistributed income. The Parties further acknowledge that the General Partner is the sole general partner of the Limited Partnership.

9.6 Limitation of Liability in Respect of the Fund

The trustees of the Fund, in incurring any debts liabilities or obligations, or in taking or omitting any other actions for or in connection with the affairs of the Fund are, and shall be conclusively deemed to be, acting for an on behalf of the Fund, and not in their own personal capacities. None of the trustees of the Fund shall be subject to any personal liability for any debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses (including legal expenses) against or with respect to the Fund or in respect to the affairs of the Fund. No property or assets of the trustees of the Fund, owned in their personal capacity or otherwise, will be subject to any levy, execution or other enforcement procedure with regard to any obligations under this Agreement. No recourse may be had or taken, directly or indirectly, against the trustees of the Fund in their personal capacity. The Fund shall be solely liable therefor and resort shall be had solely to the property and assets of the Fund for payment or performance thereof.

No unitholder of the Fund as such shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any party to this Agreement in connection with the obligations or the affairs of the Fund or the acts or omissions of the trustees of the Fund, whether under this Agreement or otherwise, and the other parties hereto shall look solely to the property and assets

of the Fund for satisfaction of claims of any nature arising out of or in connection therewith and the property and assets of the Fund only shall be subject to levy or execution.

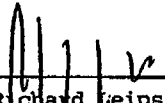
9.7 Counterparts

This Agreement may be signed in counterparts and each counterpart constitutes an original document and the counterparts, taken together, constitute one and the same instrument. Delivery of counterparts may be made by facsimile transmission.

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IN WITNESS WHEREOF the Parties have executed this Agreement.


**CANWEST GLOBAL
COMMUNICATIONS CORP.**

By: 
Name: Richard Leipsic
Title: Vice-President &
General Counsel


By: 
Name: Riva Richard
Title: Assistant Secretary


**CANWEST MEDIAWORKS (CANADA)
INC. as general partner for and on behalf of
CANWEST MEDIAWORKS LIMITED
PARTNERSHIP**

By: 
Name: Peter Viner
Title: President & Chief Executive Officer


By: 
Name: Riva Richard
Title: Secretary

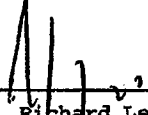
**CANWEST MEDIAWORKS
(CANADA) INC**

By: 
Name: Peter Viner
Title: President & Chief
Executive Officer

By: 
Name: Riva Richard
Title: Secretary

**CANWEST MEDIAWORKS INCOME
FUND**

By: 
Name: Peter Liba
Title: Trustee

By: 
Name: Richard Leipsic
Title: Trustee

SCHEDULE "A"



LIST OF TRADE-MARKS

Registered or Pending Trade-marks

Trade-mark	Registration/Application No.
CANWEST MEDIAWORKS	1,231,129
CNS CANWEST NEWS SERVICE & Design	1,178,757
BELIEVE BC	TMA632,814
BELIEVEBC & Design	TMA632,826
BELIEVE MANITOBA	1,200,156
BELIEVE MANITOBA & Design	1,200,155
CANSPELL	1,230,268
SERIOUSLY WESTCOAST	1,211,647
REACHCANADA	TMA540,673
REACHCANADA & Design	1,180,825
G3	1,207,650

Common Law Trade-marks

Trade-mark
CANWEST INTERACTIVE
CANWEST BOOKS

 <p>CanWest mediaworks™ inform, enlighten, entertain.</p>
 <p>CanWest mediaworks™</p>
<p>INFORM. ENLIGHTEN. ENTERTAIN.</p>

SCHEDULE "B"

LIST OF CANWEST'S SUBSIDIARIES TRADE-MARKS

Registered or Pending Trade-marks

Trade-mark	Registration Application No.
AUCTIONMART	1,145,916
AUCTIONMART & Design	1,145,915
RAISE-A-READER	TMA594,491
RAISE-A-READER DAY	TMA597,055
RAISE-A-READER KIDS CLUB	TMA633,455
RAISE A READER & Design	TMA613,992
RAISE A READER/LIRE, C'EST GRANDIR & Design	TMA613,948
LIRE, C'EST GRANDIR	TMA614,168
DOSE	1,241,384
D & Design	1,241,380
DOSE & Design	1,241,379

SCHEDULE 8.1

ARBITRATION PROCEDURES

2. Definitions and Interpretation

- (a) **Definitions** – Unless otherwise defined in this Schedule, all capitalized terms defined in the Agreement which are used in this Schedule have the same meaning as provided for those terms in the Agreement. Where used in this Schedule, unless the context or subject matter otherwise requires, the following words and phrases will have the meaning set forth below:

“Approved Arbitrator” means a retired judge of the Ontario Superior Court or a comparably qualified individual.

“Arbitrator” means the Arbitrator appointed pursuant to Section 2 of this Schedule.

“Dispute” means any matter which a Party, in accordance with the terms of the Agreement, submits to arbitration in accordance with the terms of this Schedule.

“Procedures” means the arbitration procedures described in this Schedule.

“Schedule” means this schedule of arbitration procedures.

- (b) **Governing Law and Jurisdiction** – All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims, conflict of laws rules and claims to costs and interest) shall be governed by the laws of the Province of Ontario. Except as expressly provided otherwise in this Schedule or the Agreement, the provisions of the Arbitration Act, 1991 S.O. 1991 c.17 (Ontario) (the “Arbitration Act”) shall apply in respect of any arbitration conducted pursuant to this Schedule.
- (c) **Time** - In the computation of time under the Procedures or an order or direction given by the Arbitrator pursuant to this Schedule, except where a contrary intention appears or the Parties otherwise agree:
- (i) where there is a reference to a number of days between two events, those days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, even if they are described as clear days or the words “at least” are used;
 - (ii) where the time for doing any act under this Schedule or any order or direction given by the Arbitrator expires on a day which is not a Business Day, the act may be done on the next day that is a Business Day; and

- (iii) delivery of a document or notice provided for in this Schedule or any order or direction given by the Arbitrator made after 4:00 p.m. (Toronto time) or at any time on a day which is not a Business Day, shall be deemed to have been made on the next Business Day.

3. **Commencement of Arbitration** - Any Party to the Agreement (the "Applicant") may commence arbitration for a Dispute by delivering a written notice (a "Complaint") to the Party against whom the Applicant seeks a remedy (the "Respondent"). In the Complaint, the Applicant shall describe the substance of the Dispute and name three (3) persons whom the Applicant is prepared to appoint as arbitrator, each of such persons to be an Approved Arbitrator. Within 10 days of the receipt of the Complaint, the Respondent shall by written Notice to the Applicant appoint one of the three (3) persons named by the Applicant or provide the Applicant with a list of three (3) persons who are Approved Arbitrators. Within 10 days of receipt of the Respondent's list, by written Notice to the Respondent, the Applicant shall appoint one (1) of such persons, or provide a further list of (3) three Approved Arbitrators. The Parties shall continue to exchange lists of three (3) Approved Arbitrators in this fashion until an Approved Arbitrator is appointed. If an Arbitrator is not appointed within 30 days of the initial receipt by the Respondent of the Complaint, either Party may apply to a judge of the Ontario Superior Court of Justice to appoint the Arbitrator on behalf of the Parties.
4. **Arbitration Procedures** - The following procedures shall apply to the arbitration of any Dispute, except as the Parties may otherwise agree or as the Arbitrator otherwise directs:
 - (a) Within 20 days of the appointment of the Arbitrator, the Applicant shall deliver to the Respondent and the Arbitrator a written statement (the "Claim") concerning the Dispute setting forth, with particularity, the full names, descriptions and addresses of the Parties, the nature of the Claim, the allegations of fact supporting the Dispute submitted for arbitration and the relief or remedy sought.
 - (b) Within 30 days after the delivery of the Claim, the Respondent shall deliver to the Applicant and the Arbitrator a written response (the "Answer") to the Claim setting forth, with particularity, its position on the Dispute and the allegations of fact supporting the Answer.
 - (c) If any Respondent fails to deliver an Answer within the time limit referred to in subsection 3(b) of this Schedule, that Respondent shall, subject to subsection 3(f), be deemed to have admitted the allegations of fact alleged in the Claim and have accepted the Applicant's entitlement to the relief and remedy set out in the Claim.
 - (d) Within 10 days after the delivery of any Answer, the Applicant may deliver to the Respondent and the Arbitrator a written reply (the "Reply") to that Answer, setting forth, with particularity, its response, if any, to the Answer.
 - (e) If the Respondent wants to submit any other Dispute to the Arbitrator it may, within the time provided for the delivery of the Answer to the Claim, also deliver to the Applicant and the Arbitrator a counter-complaint (the "Counter-

Complaint") setting forth, with particularity, the nature of the Counter-Complaint, the allegations of fact supporting the Counter-Complaint and the relief or remedy sought, for the Arbitrator to decide. Within 20 days of the delivery of a Counter-Complaint, the Applicant shall deliver to the Respondent making a Counter-Complaint and the Arbitrator an Answer to such Counter-Complaint setting forth, with particularity, its position on the Counter-Complaint and the allegations of fact supporting the Counter-Complaint. If the Applicant fails to deliver an Answer to the Counter-Complaint within such 20-day period, the Applicant will be deemed, subject to subsection (f) to have admitted the allegations of fact alleged in the Counter-Complaint, and have accepted the Respondent's entitlement to the relief and remedy set out in the Counter-Complaint. Within 10 days after the delivery of an Answer to the Counter-Complaint, the Respondent may deliver to the Applicant and the Arbitrator a Reply to such Answer setting forth, with particularity, its response to such Answer. Any Dispute submitted to arbitration in accordance with this subsection 3(e) shall be governed by, and dealt with as if it were the subject of a Complaint, that shall be determined by the same Arbitrator as part of the same arbitration proceeding as the Complaint.

- (f) The time limits set for the delivery of the documents referred to in subsections 3(a) to (e) inclusive may be extended by agreement of the Parties to the Agreement or by the Arbitrator for such period, on such terms, and for such reasons as the Arbitrator in his or her discretion may determine upon application made to the Arbitrator in writing by either the Applicant or the Respondent on Notice to the other, with such application being made either before the expiry of the applicable time limit or within 2 days thereafter, and the Arbitrator may relieve the applying Party of the consequences of its failure to comply with the applicable time limit, provided, however, that the other Party shall be given an opportunity to make submissions on the application.
- (g) Within 20 days following the completion of the steps set out in subsections 3(a) to (e) of this Schedule, a Party may, upon Notice to the other Party and to the Arbitrator, request the Arbitrator to give directions and make any order which is, in the discretion of the Arbitrator, reasonable regarding any procedural matters which properly should be resolved before the arbitration proceeds further, including: the amendment of any Claim, Counter-Complaint, Answer or Reply; the provision of particulars; the production of documents and the need for examinations for discoveries in connection with the arbitration, either by way of oral examination or written interrogatories and a determination as to the manner in which evidence shall be presented to the Arbitrator (by way of agreed statement of facts, affidavit evidence and transcripts of cross-examinations on such affidavit evidence or viva voce, or some combination thereof). In making any order or giving any direction in respect of any procedural matter, the Arbitrator may impose such terms as are reasonable in order to ensure the completion of the arbitration in a timely manner. The notice requesting any direction or order pursuant to this subsection shall state the direction or order sought and set out the reasons for seeking such direction or order. Nothing in this

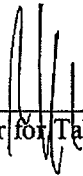
subsection shall be taken to limit the jurisdiction of the Arbitrator to deal with procedural matters in accordance with the Arbitration Act.

- (h) In the case where no Party has requested directions in accordance with paragraph 3(g), the Arbitrator shall give directions regarding the further procedural steps in the arbitration, including any production of documents, any examinations for discovery, and the nature of any hearing ("Hearing"). In making any order or giving any direction in respect of any procedural matter the Arbitrator may impose such terms as are reasonable in order to ensure the completion of the arbitration in a timely manner. The Parties shall have an opportunity to make oral submissions to the Arbitrator in respect of such procedural steps.
 - (i) Unless the time for making an award is extended by agreement of the Parties or by court order, the Arbitrator shall be requested to make an award as soon as possible and within 60 days after completion of any Hearing or other final procedural step in which evidence or argument are provided to the Arbitrator or as soon thereafter as is practicable. The award shall be in writing and shall state the reasons on which it is based. Executed copies of all awards shall be delivered by the Arbitrator to each Party as soon as is reasonably possible.
5. **Agreement to be Bound** - Notwithstanding the provisions of Section 2 of this Schedule, no individual shall be appointed as Arbitrator unless he or she agrees in writing to be bound by the provisions of this Schedule, including, without limitation the provisions of Section 11.
 6. **Arbitrator Discretion** - Subject to the Arbitration Act, the Agreement and this Schedule, the Arbitrator may conduct the arbitration in such manner as the Arbitrator considers appropriate.
 7. **Interim Relief** - At the request of any Party, the Arbitrator may take such interim measures as the Arbitrator considers necessary in respect of the Dispute, including measures for the preservation of assets, the conservation of goods or the sale of perishable goods. The Arbitrator may require security for the costs of such measures.
 8. **Remedies** - The Arbitrator may make final, interim, interlocutory and partial awards. An award may grant any remedy or relief which the Arbitrator considers just and equitable and consistent with the intention of the Parties under the Agreement. The Arbitrator shall state in the award whether or not the Arbitrator views the award as final or interim, for purposes of any judicial proceedings in connection with such award.
 9. **Appeals** - A Party may appeal an award to the court on a question of law or mixed fact and law with leave, which the court shall grant only if it is satisfied that
 - (a) the importance to the Parties of the matters at stake in the arbitration justifies an appeal; and
 - (b) determination of the question of law or mixed fact and law at issue will significantly affect the rights of the Parties.

10. **Costs of Arbitration** - The fees and expenses of the Arbitrator and costs of the arbitration facilities shall be billed to and paid in equal proportions by the Parties to the Arbitration periodically as the Arbitration proceeds. The Arbitrator shall have the power to award costs, including the fees and expenses of the Arbitrator and costs of the arbitration facilities, in whole or in part where it is fair and reasonable, upon hearing submissions by any Party to the Arbitration requesting same, and any responding submissions from the other Party to the Arbitration. Unless otherwise specifically ordered by the Arbitrator, any costs awarded shall be on a partial indemnity scale and not on a substantial indemnity scale, as those terms or equivalent amended terms are used in the Ontario Superior Court of Justice.
11. **Notices** - All Notices and all other documents required or permitted by this Schedule to be given by any Party to the arbitration to any other of them shall be given in accordance with the Notice provisions of the Agreement. All Notices and all other documents required or permitted by this Schedule to be given by any Party to the arbitration to the Arbitrator shall be given in accordance with the Arbitrator's instructions.
12. **Confidentiality** - The Parties and the Arbitrator shall keep confidential and not disclose to any Person the existence of the Arbitration and any element of the Arbitration (including submissions and any evidence or documents presented or exchanged and any awards thereunder), except to the Arbitrator, the Parties' directors, trustees, unitholders, shareholders, creditors, auditors and insurers, legal counsel to the Parties and any other Person necessary to the conduct of the Arbitration and except to the extent required by law, the rules of a stock exchange or securities regulatory authority having jurisdiction over a Party or required for any appeal or to enforce any award or decision made pursuant thereto.
13. **Experts** - The Arbitrator shall not, without the written consent of all the parties to the arbitration, appoint any expert or other consultant or retain any counsel to advise him or her.
14. **Place and Language** - Unless otherwise agreed by the Parties to the Arbitration, the place of the arbitration shall be Toronto, Ontario and any hearing in the course of the arbitration shall take place in Toronto, Ontario in the English language. The Arbitrator may hold hearings at a location other than the place of the arbitration if the parties to the arbitration agree.

TAB G

This is Exhibit "G" to the
Affidavit of John E. Maguire
sworn before me this 3rd day of June, 2010.



Commissioner for Taking Affidavits

NOMINEE AGREEMENT

THIS AGREEMENT made effective as of 11:59 p.m. on the 31st day of August, 2005

B E T W E E N:

NANAIMO DAILY NEWS GROUP INC.

(the "Nominee")

- and -

CANWEST MEDIAWORKS PUBLICATIONS INC.

(the "Beneficiary")

RECITALS:

- A. The Nominee transferred its beneficial interest in the property municipally known as 2575 McCullough Road (Units A1, A2, B1), Nanaimo, British Columbia and legally described in Schedule "A" hereto (the "Property") to the Beneficiary on the date hereof.
- B. The Nominee has agreed to hold title to the Property for and on behalf of the Beneficiary, in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Nominee acknowledges that it holds bare legal title to the Property as nominee and bare trustee for and on behalf of the Beneficiary, that it otherwise has no legal or beneficial interest in the Property and that all other attributes of the beneficial ownership of the Property will be and remain in the Beneficiary. At the request of the Beneficiary, the Nominee will acknowledge to any specified third parties that it is only a bare trustee and nominee and not a principal with respect to the Property.
- 2. The Nominee agrees to hold the Property for and on behalf of the Beneficiary, to deal therewith only as specifically directed by the Beneficiary and agrees that it will do no act relating to the Property without the express authorization and direction in writing of the Beneficiary.
- 3. The Nominee will execute and deliver all such documents and instruments relating to the Property as will be required from time to time by the Beneficiary, including, without limitation, deeds, mortgages, charges, assignments of beneficial interests, acknowledgements, leases, subleases, assignments and surrenders of leases or rents, co-tenancy or management contracts, licences and personal property security agreements.

4. The Nominee will promptly deliver to the Beneficiary all deeds, mortgages, charges, assignments, assignments of beneficial interests, acknowledgements, leases, subleases, assignments and surrenders of leases or rents, co-tenancy or management contracts, licences, security agreements and other instruments with respect to the Property, together with all recording information relative thereto, to the extent that it may come into possession of any thereof.
5. The Nominee acknowledges and agrees that all benefits, income, rents, profits, emoluments and other receipts of any nature or kind arising from the Property or the use thereof will belong legally and beneficially to the Beneficiary so long as the Beneficiary retains its interest in the Property, and that the Nominee has no legal or beneficial interest in such benefits, income, rents, profits, emoluments and other receipts. The Nominee will, within one (1) business day, remit to the Beneficiary or as it may direct all income, rents, profits, emoluments and other receipts from the Property which may be received by the Nominee, as nominal party to any instrument or agreement or otherwise. The Nominee will incur no liability to any party for making such remittance to the Beneficiary or as directed in any notice from the Beneficiary or, in the absence of such notice, pursuant to any standing or special authorization or direction from the Beneficiary. The Nominee will, at the request and expense of the Beneficiary, account to the Beneficiary for all sums received with respect to the Property.
6. The Nominee will promptly transmit to the Beneficiary copies of all notices, claims, demands or other communications which the Nominee may receive and which relate in any way to the Property. The Nominee will, upon obtaining knowledge of the default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficiary thereof. The Nominee, upon the request of the Beneficiary, will be a nominal party to any action in response to or as a consequence of any such matter. Any such action, proceeding, negotiation or other response will be conducted by the Beneficiary, with counsel selected by it, and the Nominee will not, nor will it be obligated to, take any such action itself, its only obligation being that of a nominal party thereto on the condition stated herein.
7. The Beneficiary acknowledges and agrees that so long as it will retain its interest in the Property, it will be responsible for all expenses, losses or liabilities in any way connected with or related to the Property, that the Nominee has no active duties to perform in connection with the Property, and that all obligations, responsibilities, acts or omissions pertaining to the Property will be performed by the Beneficiary or its agents.
8. The Beneficiary hereby releases the Nominee from any and all liability that the Nominee may incur in respect of any action taken by the Nominee either pursuant to the authorization or direction of the Beneficiary or pursuant to the terms of this Agreement. The Beneficiary will indemnify and hold the Nominee harmless from all costs, expenses, losses, damages, claims, demands and liabilities of whatsoever kind and character that may arise out of the Nominee being the registered owner of the Property and any responsibilities, acts or omissions taken by the Nominee pursuant to the terms of this Agreement.

9. It is understood and agreed between the parties hereto that the relationship between them with respect to the Property will be that of principal and bare nominee only, that there is no intention to create a relationship of partnership between the Beneficiary and the Nominee, and that this Agreement should not be construed to create any association or joint venture between the Beneficiary and the Nominee.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party hereto) and permitted assigns.
11. This Agreement is a contract made under and shall be governed by and construed in accordance with the law of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.
12. No party may assign its rights or benefits under this Agreement without the prior written consent of the other party.
13. The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party hereto shall provide such further documents or instruments required by any other party hereto as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
14. This Agreement may be executed by the parties hereto in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.


IN WITNESS WHEREOF the parties hereto have executed this Agreement.

NANAIMO DAILY NEWS GROUP INC.

By: _____


Richard M. Leipsic
Vice-President

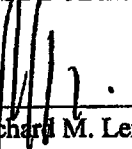
By: _____


Riva J. Richard
Secretary

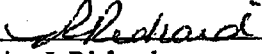
I/We have authority to bind the Corporation.

CANWEST PUBLICATIONS INC.

By: _____


Richard M. Leipsic
Vice-President

By: _____


Riva J. Richard
Secretary

I/We have authority to bind the Corporation.

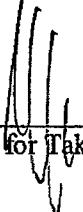
SCHEDULE "A"
LEGAL DESCRIPTION

Parcel Identifier: 023-317-175

Lot 1
Section 19
Range 8
Mountain District Plan VIP62624

TAB H

This is Exhibit "H" to the
Affidavit of John E. Maguire
sworn before me this 3rd day of June, 2010.



Commissioner for Taking Affidavits

NOMINEE AGREEMENT

THIS AGREEMENT made effective as of 11:59 p.m. on the 31st day of August, 2005

B E T W E E N:

PORT ALBERNI TIMES GROUP INC.

(the "Nominee")

- and -

CANWEST MEDIAWORKS PUBLICATIONS INC.

(the "Beneficiary")

RECITALS:

- A. The Nominee transferred its beneficial interest in the property municipally known as 4918 Napier Street, Port Alberni, British Columbia and legally described in Schedule "A" hereto (the "Property") to the Beneficiary on the date hereof.
- B. The Nominee has agreed to hold legal title to the Property for and on behalf of the Beneficiary, in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


- 1. The Nominee acknowledges that it holds bare legal title to the Property as nominee and bare trustee for and on behalf of the Beneficiary, that it otherwise has no legal or beneficial interest in the Property and that all other attributes of the beneficial ownership of the Property will be and remain in the Beneficiary. At the request of the Beneficiary, the Nominee will acknowledge to any specified third parties that it is only a bare trustee and nominee and not a principal with respect to the Property.
- 2. The Nominee agrees to hold the Property for and on behalf of the Beneficiary, to deal therewith only as specifically directed by the Beneficiary and agrees that it will do no act relating to the Property without the express authorization and direction in writing of the Beneficiary.
- 3. The Nominee will execute and deliver all such documents and instruments relating to the Property as will be required from time to time by the Beneficiary, including, without limitation, deeds, mortgages, charges, assignments of beneficial interests, acknowledgements, leases, subleases, assignments and surrenders of leases or rents, co-tenancy or management contracts, licences and personal property security agreements.

4. The Nominee will promptly deliver to the Beneficiary all deeds, mortgages, charges, assignments, assignments of beneficial interests, acknowledgements, leases, subleases, assignments and surrenders of leases or rents, co-tenancy or management contracts, licences, security agreements and other instruments with respect to the Property, together with all recording information relative thereto, to the extent that it may come into possession of any thereof.
5. The Nominee acknowledges and agrees that all benefits, income, rents, profits, emoluments and other receipts of any nature or kind arising from the Property or the use thereof will belong legally and beneficially to the Beneficiary so long as the Beneficiary retains its interest in the Property, and that the Nominee has no legal or beneficial interest in such benefits, income, rents, profits, emoluments and other receipts. The Nominee will, within one (1) business day, remit to the Beneficiary or as it may direct all income, rents, profits, emoluments and other receipts from the Property which may be received by the Nominee, as nominal party to any instrument or agreement or otherwise. The Nominee will incur no liability to any party for making such remittance to the Beneficiary or as directed in any notice from the Beneficiary or, in the absence of such notice, pursuant to any standing or special authorization or direction from the Beneficiary. The Nominee will, at the request and expense of the Beneficiary, account to the Beneficiary for all sums received with respect to the Property.
6. The Nominee will promptly transmit to the Beneficiary copies of all notices, claims, demands or other communications which the Nominee may receive and which relate in any way to the Property. The Nominee will, upon obtaining knowledge of the default by any party to or beneficiary of any instrument relating to the Property, promptly notify the Beneficiary thereof. The Nominee, upon the request of the Beneficiary, will be a nominal party to any action in response to or as a consequence of any such matter. Any such action, proceeding, negotiation or other response will be conducted by the Beneficiary, with counsel selected by it, and the Nominee will not, nor will it be obligated to, take any such action itself, its only obligation being that of a nominal party thereto on the condition stated herein.
7. The Beneficiary acknowledges and agrees that so long as it will retain its interest in the Property, it will be responsible for all expenses, losses or liabilities in any way connected with or related to the Property, that the Nominee has no active duties to perform in connection with the Property, and that all obligations, responsibilities, acts or omissions pertaining to the Property will be performed by the Beneficiary or its agents.
8. The Beneficiary hereby releases the Nominee from any and all liability that the Nominee may incur in respect of any action taken by the Nominee either pursuant to the authorization or direction of the Beneficiary or pursuant to the terms of this Agreement. The Beneficiary will indemnify and hold the Nominee harmless from all costs, expenses, losses, damages, claims, demands and liabilities of whatsoever kind and character that may arise out of the Nominee being the registered owner of the Property and any responsibilities, acts or omissions taken by the Nominee pursuant to the terms of this Agreement.

9. It is understood and agreed between the parties hereto that the relationship between them with respect to the Property will be that of principal and bare nominee only, that there is no intention to create a relationship of partnership between the Beneficiary and the Nominee, and that this Agreement should not be construed to create any association or joint venture between the Beneficiary and the Nominee.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party hereto) and permitted assigns.
11. This Agreement is a contract made under and shall be governed by and construed in accordance with the law of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.
12. No party may assign its rights or benefits under this Agreement without the prior written consent of the other party.
13. The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party hereto shall provide such further documents or instruments required by any other party hereto as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
14. This Agreement may be executed by the parties hereto in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

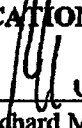
PORT ALBERNI TIMES GROUP INC.

By: 
Richard M. Leipsic
Vice-President

By: 
Riva J. Richard
Secretary

I/We have authority to bind the Corporation.

**CANWEST MEDIA WORKS
PUBLICATIONS INC.**

By: 
Richard M. Leipsic
Vice-President

By: 
Riva J. Richard
Secretary

I/We have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION

City of Port Alberni

Parcel Identifier: 009-259-244

Lot 1

Block 51

District Lot 1

Alberni District

Plan 197B

and

Parcel Identifier: 009-259-261

Lot 2

Block 51

District Lot 1

Alberni District

Plan 197B

and

Parcel Identifier: 009-259-287

Lot 3

Block 51

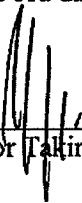
District Lot 1

Alberni District

Plan 197B

TAB I

This is Exhibit "I" to the
Affidavit of John E. Maguire
sworn before me this 3rd day of June, 2010.



Commissioner for Taking Affidavits


TO ALL TO WHOM THESE PRESENTS MAY COME, BE SEEN OR KNOWN

I, KAELY E. ZETTEL, A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA, BY ROYAL AUTHORITY DULY APPOINTED, residing at the City of Winnipeg, in the said Province DO CERTIFY AND ATTEST that the paper writing hereunto annexed is a TRUE COPY of a document produced to me and purporting to be the Certificate (effective September 1, 2005) and Articles of Amalgamation of CanWest MediaWorks Inc. issued by the Manitoba Corporations Branch.

THE SAID COPY having been compared by me with the said original document, an act whereof being requested, I HAVE GRANTED the same under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at Winnipeg, Manitoba, the 1st day of September, 2005.

9190450133300.21


A NOTARY PUBLIC IN AND FOR THE PROVINCE
OF MANITOBA

MANITOBA

The Corporations Act
Loi sur les corporations
ARTICLES OF AMALGAMATION (share capital)
STATUTS DE FUSION (corporation avec capital actions)



The Corporations Act /
Loi sur les corporations

CERTIFICATE / CERTIFICAT

**ARTICLES EFFECTIVE /
LES STATUTS PRENNENT EFFET LE**

1 SEP / SEP 2005


DIRECTOR, CORPORATIONS BRANCH /
DIRECTEUR, DIRECTION DES CORPORATIONS

1. Name of Amalgamated Corporation / Dénomination de la corporation issue de la fusion

CanWest MediaWorks Inc.

2. The address in full of the registered office (include postal code)
Adresse complète du bureau enregistré (inclure le code postal)

201 Portage Avenue, 31st Floor, Winnipeg, MB, R3B 3L7

3. Number (or minimum and maximum number) of directors
Nombre (ou nombre minimal et maximal) d'administrateurs

Such number of directors not more than twenty (20) and not less than (3) as the directors may from time to time determine.

4. Directors / Administrateurs

Name in Full / Nom complet

Address in Full / Adresse complète

See Schedule "I" attached hereto

5. The classes and any maximum number of shares that the corporation is authorized to issue
Catégories et tout nombre maximal d'actions que la corporation est autorisée à émettre

An unlimited number of common shares; and
An unlimited number of Preference Shares, issuable in series.

6. The rights, privileges, restrictions and conditions attaching to the shares, if any
Droits, privilèges, restrictions et conditions dont les actions sont assorties, s'il y a lieu

The annexed Schedule "II" forms part of this document.

7. Restrictions, if any, on share transfers / Restrictions au transfert des actions, s'il y a lieu

None

8. Restrictions, if any, on business the corporation may carry on
Limites imposées quant à l'entreprise que la corporation peut exercer, s'il y a lieu

None

9. Other provisions, if any / Autres dispositions, s'il y a lieu

The directors may appoint from time to time one or more directors within the limits provided in The Corporations Act (Manitoba).

10. The amalgamation agreement has been duly approved in accordance with Section 177 of *The Corporations Act*.
or
The amalgamation has been duly approved in accordance with Section 178 of *The Corporations Act*. These articles of amalgamation are the same as the articles of incorporation of (name the designated amalgamating corporation)

La convention de fusion a été dûment approuvée en conformité avec l'article 177 de la *Loi sur les corporations*.

ou
La fusion a été dûment approuvée en conformité avec l'article 178 de la *Loi sur les corporations*. Les présents statuts de fusion sont les mêmes que les statuts constitutifs de (nommer la corporation fusionnante désignée)

11. Name of the amalgamating corporation the by-laws of which are to be the by-laws of the amalgamated corporation
Dénomination de la corporation fusionnante dont les règlements doivent être les règlements de la corporation issue de la fusion

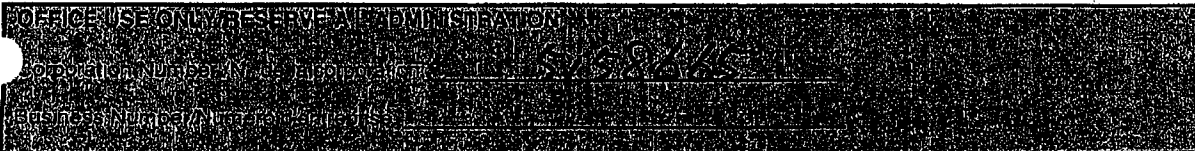
CanWest Media Inc.

12. Names of Amalgamating Corporations Dénomination des corporations fusionnantes	Signature Signature	Office held Poste	Date Date	Business Number Numéro d'entreprise
See Schedule "III" attached				

Instructions: The statutory declarations required by subsection 179(2) shall accompany these articles of amalgamation. The amalgamation agreement is not required to be filed.

Directives: Les déclarations solennelles prévues au paragraphe 179(2) doivent accompagner les statuts de fusion. Il n'est pas nécessaire de déposer la convention de fusion.

FORM 11 / FORMULE 11



THIS IS SCHEDULE I referred to in the Articles of Amalgamation of **CANWEST MEDIAWORKS INC.** (the "Corporation").

4. Directors

<u>Name in Full</u>	<u>Address in Full</u>
David A. Asper	1015 Wellington Crescent Winnipeg, MB, R3M 0A7
Gail Asper	117 Grenfell Blvd. Winnipeg, MB, R3P 0B6
Leonard J. Asper	1001 Wellington Crescent Winnipeg, MB, R3M 0A7
Lloyd Barber, C.C., LL.D	800 Green Avenue, Box 510 Regina Beach, Saskatchewan, S0G 4C0
David Drybrough	16 Wyndstone Circle East St. Paul, MB, R2E 0L8
Ronald Daniels	179 Lyndhurst Avenue Toronto, ON, M5R 3A1
Paul Godfrey	44 Arjay Crescent Toronto, ON, M2L 1C7
Frank King	3931 Edison Crescent SW Calgary, AB, T2S 0X1
Lisa Pankratz	2564 West 1 st Avenue Vancouver, BC, V6K 1G7
Derek H. Burney	3767 Revelstoke Drive Ottawa, ON, K1V 7C2

THIS IS SCHEDULE II referred to in the Articles of Amalgamation of **CANWEST MEDIAWORKS INC.** (the "Corporation").

The rights, privileges, restrictions and conditions attaching to the common shares and the Preference Shares, issuable in series shall be as follows:

Common Shares

1. Voting Rights

Each holder of common shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation and to vote thereat, except meetings at which only holders of a specified class of shares (other than common shares) or specified series of shares are entitled to vote. At all meetings of which notice must be given to the holders of the common shares, each holder of common shares shall be entitled to one vote in respect of each common share held by such holder.

2. Dividends

The holders of the common shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive any dividend declared by the Corporation.

3. Liquidation, Dissolution or Winding-up

The holders of the common shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive the remaining property of the Corporation on a liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary.

Preference Shares

The Preference Shares, as a class, shall have the following rights, privileges, restrictions and conditions:

1. Issuable in Series

The Preference Shares may from time to time be issued in one or more series.

2. Terms of Each Series

Subject to the following provisions, and subject to the filing of articles of amendment in prescribed form and the endorsement thereon of a certificate of amendment, in accordance with *The Corporations Act (Manitoba)*, the directors may fix from time to time before such issue the number of shares that is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of Preference Shares including, without limiting the generality of the foregoing, the issue price per share, the rate or amount of any dividends or the method of calculating any dividends, the dates of payment thereof, any redemption, purchase and/or conversion prices and terms and conditions of any redemption, purchase and/or conversion, and any sinking fund or other provisions.

3. Ranking of Preference Shares

The Preference Shares of each series shall, with respect to the payment of any dividends and any distribution of assets or return of capital in the event of liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, rank on a parity with the Preference Shares of every other series and be entitled to a preference over the common shares and over any other shares of the Corporation ranking junior to the Preference Shares. The Preference Shares of any series may also be given such other preferences, not inconsistent with these articles, over the common shares and any other shares of the Corporation ranking junior to such Preference Shares as may be fixed in accordance with paragraph 2.

4. Cumulative Dividends and Payments on the Return of Capital

If any cumulative dividends, whether or not declared, or any amounts payable on the return of capital in the event of the liquidation, dissolution or winding up of the Corporation, in respect of a series of Preference Shares are not paid in full, the shares of such series of Preference Shares shall participate rateably with the shares of all other series of Preference Shares in respect of all accumulated cumulative dividends, whether or not declared, or all amounts payable on return of capital in the event of the liquidation, dissolution or winding up of the Corporation, as the case may be.

5. Conversion into Common Shares

The Preference Shares of any series may be made convertible into common shares of any series.

6. Variation of Rights


The provisions attaching to the Preference Shares as a class may be amended or repealed at any time with such approval as may then be required by law to be given by the holders of the Preference Shares as a class.

THIS IS SCHEDULE III referred to in the Articles of Amalgamation of **CANWEST MEDIAWORKS INC.** (the "Corporation").

12. Names of Amalgamation Corps	Signature	Office Held	Date	Business No.
Clarinet Music Inc. 5148741		(RL) Secretary	18/08/05	59272652
CanWest Media Inc. 5028737		(RL) Vice-President & General Counsel	18/08/05	894585215
Global Television Network Inc. 422982		(RL) Vice-President & Secretary	18/08/05	10212748
ReachCanada Contact Centre Limited 4425996		(RL) Vice-President	18/08/05	86742379
Global Television Centre Ltd. 5148619		(RL) Vice-President & Secretary	18/08/05	102120581
Global Television Specialty Networks Inc. 5148627		(RL) Vice-President	18/08/05	876468729
CanWest Media Sales Limited 5148678		(RL) Vice-President	18/08/05	86484872
Vancouver Island Newspaper Group Inc. 4306210		(RL) Vice-President	18/08/05	89398201
Port Alberni Times Group Inc. 4306350		(RL) Vice-President	18/08/05	863252961
Nanaimo Daily News Group Inc. 4306295		(RL) Vice-President	18/08/05	863275566
Cool Records Inc. 5148724		(RR) Secretary	18/08/05	887869600
Mobile Video Productions Inc. 5148732		(RL) Vice-President	18/08/05	885901520
5160367 Manitoba Inc. (formerly 2846551 Canada Inc.) 5160367		(RL) Vice-President	18/08/05	884823846
Global Communications Limited 4436068		(RL) Vice-President	18/08/05	896227048

TAB J

This is Exhibit "J" to the
Affidavit of John E. Maguire
sworn before me this 3rd day of June, 2010.



Commissioner for Taking Affidavits



SALES AGENCY AND AD SERVING AGREEMENT

This agreement (the "Agreement"), dated as of September 1st, 2010 (the "Effective Date") is made between Canwest Digital Media, a division of Canwest Publishing Inc. ("Canwest"), a corporation formed under the *Canada Business Corporations Act*, and Canwest Television Limited Partnership ("Customer"), a limited partnership organized under the laws of the Province of Manitoba (Canwest and Customer, collectively, the "Parties", and each a "Party").

WHEREAS:

Canwest wishes to provide to Customer content relating to _____ for use by Customer in certain of its media properties, and Customer wishes to provide to Canwest certain content relating to _____ for use by Canwest in certain of its media properties. **If this box is selected, Schedule A and the appendices thereto are applicable and must be completed and executed by the Parties and attached hereto.**

Canwest wishes to provide to Customer services relating to the solicitation of advertisements for placement on certain Customer websites and Customer wishes to retain Canwest to provide such sales agency services. **If this box is selected, Schedule B and the appendices thereto are applicable and must be completed and executed by the Parties and attached hereto.**

Canwest wishes to provide to Customer services relating to the creation, serving and placement of customized integrated advertising solutions on certain Customer websites and Customer wishes to retain Canwest to provide such ad serving and placement services. **If this box is selected, Schedule C and the appendices thereto are applicable and must be completed and executed by the Parties and attached hereto.**

CUSTOMER'S CONTACT PERSON	
CONTACT PERSON	Name/Title
	Address
	Telephone
	Fax
	Email
CUSTOMER'S CONTACT PERSON	
CONTACT PERSON	Name/Title
	Address
	Telephone
	Fax
	Email

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.01 Definitions

In this Agreement the following terms shall have the following meanings:

"Affiliate" of a Person means any other Person which, directly or indirectly, controls or is controlled by or is under common control with the first Person;

"Agreement" has the meaning ascribed to it in the recitals hereto;

"Applicable Law" means any applicable law, rule of law or equity, statute, ordinance, act, code, rule, standard, regulation, by-law, decision, judgement, decree, treaty or administrative order (including, without limitation, any order, rule, standard, regulation or guideline of any relevant Government Authority) of any jurisdiction, including without limitation those of Canada or any province thereof, and including without limitation laws concerning false or misleading advertising, unfair competition, contest law, and the restricted advertising of certain products and services;

"Business Day" means a day other than a Saturday, a Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

"Canwest" has the meaning ascribed to it in the recitals hereto;

"Canwest Indemnified Parties" means Canwest, its parent, any subsidiary, associated or affiliated companies, its and their successors and assigns, and all of their respective officers, directors, shareholders, employees, agents and other representatives;

"Claims" means any claims, demands, actions, liabilities, damages, losses, penalties and fines of any kind or nature whatsoever and costs and expenses in connection therewith, including but not limited to reasonable legal fees and expenses;

"Confidential Information" includes all non-public, confidential information of a Party or of any third party, and includes without limitation the terms of this Agreement and, in the case of Customer, the commercial terms of business relationships between Customer and Customer Clients and Suppliers on the one hand, and in the case of Canwest, the commercial terms of business relationships between Canwest and Advertisers on the other. . Notwithstanding the foregoing, Confidential Information does not include information that:

- (a) at the time of disclosure was in the public domain, or was generally known in the industry to which this Agreement is related (other than through a breach of this Agreement);
- (b) is lawfully obtained from a third party without breach of this Agreement;
- (c) was known to a Party prior to its disclosure by the other Party; or
- (d) becomes available to any print, broadcast, radio, on-line and/or other editorial departments and/or news rooms of Canwest or an affiliate of Canwest;

"Customer" has the meaning ascribed to it in the recitals hereto;

"Customer Clients and Suppliers" has the meaning ascribed at Section 8.01 of this Agreement;

"Customer Indemnified Parties" means Customer, its parent, any subsidiary, associated or affiliated companies, its and their successors and assigns, and all of their respective officers, directors, shareholders, employees, agents and other representatives;

"Effective Date" has the meaning ascribed to it in on the first page of this Agreement;

"Government Authority" means any domestic or foreign government (whether federal, provincial, state, territorial or municipal) or any governmental or regulatory agency, ministry, department, Tribunal, commission, bureau, board or other authority exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government;

"Intellectual Property" means all intellectual and industrial property created, developed or reduced to practice by a Party including, without limitation, software, compilations of data and computer databases, specifications, designs and industrial designs, know-how, confidential information, works of authorship, mask works, integrated circuit topographies, inventions, improvements, including all related designs, programming code, technical information, models, drawings, specifications, inventions, formulas, schemas, prototypes, architectural plans and all other related material, created, developed or otherwise by a Party;

"Intellectual Property Right" means any right, in any jurisdiction, in or to a patent, patent application, utility model, inventor's certificate, copyright, moral right, trade-mark, trade name, service mark, trade secret, know-how, confidential information, mask work or integrated circuit topography, industrial design or other intellectual property right of any kind, whether or not registered or registrable, including (a) all the rights to obtain protection and file for registrations for any of the foregoing anywhere in the world, and (b) any causes of action, claims, demands and other rights, actual or contingent, in respect of any past, present and future infringement of any of the foregoing, together with the right to retain any damages obtained as a result of such actions;

"Notice" means any notice, request, direction or other document that a Party can or must make or give under this Agreement;

"Party" has the meaning ascribed to it in the recitals hereto; and

"Person" includes any individual, corporation, company, partnership, governmental body, joint venture, association, trust or any other entity.

"██████████" means ██████████ or any of their respective Affiliates, contractors, agents or other representatives, and any successors in interest of the foregoing, all as determined as of the date hereof or at any time during the Term;

"Term" has the meaning ascribed to it in Section 6.01 of this Agreement.

1.02 Headings

The headings used in this Agreement, and its division into articles, sections, schedules, and other subdivisions, do not affect its interpretation. References in this Agreement to articles, sections, schedules, and other subdivisions are to those parts of this Agreement. All schedules and appendices attached hereto (and such other schedules as may be executed by the parties from time to time) are hereby incorporated by reference into this Agreement.

1.03 Gender and Number

Unless the context requires otherwise, words importing the singular number include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

1.04 Calculation of Time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Toronto time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on any day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Toronto time on the next Business Day.

1.05 Use of the Term "Including"

Where this Agreement uses the word "including", it means "including without limitation", and where it uses the word "includes", it means "includes without limitation".

1.06 Interpretation of this Agreement

The Parties acknowledge that they have each participated in settling the terms of this Agreement. The Parties agree that any rule or legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

1.06 References to Statutes

Unless specified otherwise, any reference in this Agreement to a statute includes both the regulations, rules and policies made under that statute and any provision that amends, supplements, supersedes or replaces any such statute, regulation, rule or policy.

1.07 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to lawful Canadian currency.

**ARTICLE 2
INTELLECTUAL PROPERTY & PROPRIETARY RIGHTS**

2.01 Acknowledgement

Each of the Parties acknowledges and agrees that the other Party owns certain Intellectual Property and controls or has obtained certain rights in Intellectual Property of third parties including Intellectual Property Rights. Subject to the licenses granted herein, each Party hereby agrees that it does not have and will not acquire any right, title or interest of any kind in and to any Intellectual Property or any Intellectual Property Right owned or controlled by the other Party, and any rights and/or goodwill that may attach to the Intellectual Property or the Intellectual Property Rights owned or controlled by the other Party as a result of the Party's use thereof or through the Party's activities in relation to the rights hereunder will enure only to the exclusive benefit and become the sole property of the other Party. Each Party will not use or claim any right to use any Intellectual Property or Intellectual Property Right owned or controlled by the other Party except as set out in this Agreement, or unless the other Party has provided its written consent for such use and agrees not to challenge the ownership thereof or assign or sub-license such Intellectual Property or Intellectual Property Right.

2.02 Proprietary Rights

In the event Canwest uses or develops any of its own materials or property in connection with the performance of its obligations under this Agreement, such materials or property shall at all times remain the property of Canwest, and Customer acknowledges and agrees that it will have no interest in such materials or property. To the extent that Canwest uses any materials or property that includes Intellectual Property of Customer, Section 2.01 applies to such use or development of such materials or property.

ARTICLE 3 REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 Representations, Warranties and Covenants

Each Party represents, warrants and covenants that:

- (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction, with full power, authority and capacity to enter into this Agreement and to perform fully all of its obligations hereunder;
- (b) the execution, delivery and performance by it of this Agreement are within its power and have been duly authorized by all necessary action on its part, such that this Agreement constitutes a valid and binding agreement, fully enforceable in accordance with its terms, and its execution and performance of this Agreement will not violate, contravene or conflict with any other agreement to which it is a party or by which it is bound, or with any law, rule or regulation applicable to it; and
- (c) there is not now pending or threatened against it any Claim which, if adversely determined, would impair or prevent it from fully performing its obligations hereunder, and its performance of its obligations hereunder will not violate any Applicable Law or infringe, impair, violate, or give rise to any adverse Claim in relation to any Applicable Law or other right.

3.02 Notice

Each Party further covenants to notify the other Party immediately if it becomes aware of any occurrence that would affect the validity of any of the foregoing representations, warranties and covenants.

3.03 Limitation on Liability

(a) The Parties agree that in no event shall either party or their respective Affiliates be liable to the other party or to any third party for any special, indirect, incidental or consequential damages, or for interrupted communications, lost data or lost profits, arising out of or in connection with this agreement, and under no circumstances shall either party or their respective Affiliates be liable to the other party or any third parties for an amount greater than the amounts received, if any, in consideration for performing its obligations under this Agreement [or the Schedules and Appendices] attached hereto. [NTD: bold/square bracketed language above proposed by Broadcast. Publishing has yet to review]

(b) The limitations set forth in Section 3.03(a) above shall not apply with respect to: (i) liability caused by willful misconduct or gross negligence of a Party; (ii) liability caused by a Party's breach of any of its obligations under Articles 4.02, 7 and/or in Schedule B (excluding those Custom Integration Services set out in Appendix 3 of Schedule B which are provided by third parties) attached hereto.

ARTICLE 4 OBLIGATIONS AND RESPONSIBILITIES

4.01 Obligations and Responsibilities

Each Party agrees to comply with any of the other Party's policies and codes of business conduct, as amended from time to time, or any of the other Party's reasonable requirements, rules or guidelines to the extent they are applicable to any action or obligation of either Party under this Agreement.

4.02 Privacy

Each Party agrees to keep all personal information and data regarding the other Party's employees, agents or other representatives or other identifiable individuals confidential in accordance with all Applicable Laws, including without limitation all applicable privacy and data protection laws, rules and regulations and, in particular, the *Personal Information Protection and Electronic Documents Act* (Canada), all substantially similar provincial legislation and the Customer's privacy policy set out at the following link as in effect at the Effective Date of this Agreement (<http://www.canwest.com/pdf/PrivacyPolicyFINAL.pdf>), and as may be amended from time to time during the Term, provided that such amendments are commercially reasonable and provided that Canwest shall have at least ninety (90) days notice of such amendments coming into force in order to comply with same. Canwest shall not disclose or transfer personal information and data to any person unless Canwest ensures that such person is in compliance with all privacy laws that are applicable to Customer, Canwest and the person.

ARTICLE 5 INDEMNIFICATION

5.01 Indemnities

Customer agrees, during and after the Term of this Agreement, to defend, indemnify and hold harmless the Canwest Indemnified Parties from and against any and all Claims arising in any way, directly or indirectly from a breach by Customer of any of its representations, warranties, covenants or other obligations under this Agreement.

Canwest agrees, during and after the Term of this Agreement, to defend, indemnify and hold harmless the Customer Indemnified Parties from and against any and all Claims arising in any way, directly or indirectly from a breach by Canwest of any of its representations, warranties or covenants or other obligations under this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.01 Term

The initial term ("Initial Term") of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless terminated earlier by either Party in accordance with this Article. The Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless either party gives notice of its intent not to renew at least six (6) months in advance of the expiry of, the Initial Term or the then current Renewal Term, as applicable (the Initial Term and any Renewal Term shall be collectively referred to in this Agreement as the "Term").

6.02 Termination by Either Party

(a) Either Party shall have the right to terminate this Agreement, without prejudice to the enforcement or any other legal right or remedy, if the other Party is in default of its obligations

hereunder and that defaulting Party fails to rectify the default to the reasonable satisfaction of the non-defaulting Party within thirty (30) days of receiving written notice from the non-defaulting Party detailing the default. Without limitation, a Party shall be deemed to be in default if it:

- (i) fails to observe or perform any of its covenants or obligations pursuant to this Agreement, or any representations or warranties made herein are false or misleading in any material respect; or
- (ii) makes an assignment for the benefit of creditors, becomes insolvent or subject to proceedings under any Applicable Law relating to bankruptcy, insolvency or the relief of debtors.

(b) In addition to any other rights it may have in this Agreement, Customer shall have the right to terminate this Agreement immediately upon notice to Canwest, if Customer determines that:

(i) ~~Customer determines that Canwest has failed to meet its obligations under the Agreement, including its obligation to provide the Services in accordance with the Agreement, or that Canwest has failed to meet its obligations under the Agreement, including its obligation to provide the Services in accordance with the Agreement, or that Canwest has failed to meet its obligations under the Agreement, including its obligation to provide the Services in accordance with the Agreement.~~

(ii) or pursuant to an acquisition of Canwest (or substantially all of its assets) by a third party, Canwest ceases to operate its Sales Agency and/or Ad Serving businesses.

(c) The parties agree that upon the delivery of a notice of termination in accordance herewith, Canwest, will, for the duration of the Term, continue to provide the Services in accordance with this Agreement and use commercially reasonable efforts to cooperate and assist to migrate and transition Customer off the Services provided hereunder including, without limitation, mutually developing a communication plan advising Advertisers of the transition for the purposes of minimizing any disruption to the Advertisers' campaigns. Customer may request additional transition assistance or services, and Canwest may, in its sole discretion, elect to provide such additional transition assistance or services subject to agreement on a fee to be mutually agreed.

(d) Termination of this Agreement shall not relieve either party of the obligation to pay to the other party (the "Other Party") any amounts payable at the time of termination or which were earned during the Term and payable in future.

ARTICLE 7 CONFIDENTIALITY

7.01 Confidential Information

Neither Party shall use, disclose, or permit any Person to obtain any Confidential Information (in written, tangible or other form) learned from or provided by the other Party whether directly or indirectly, except as specifically authorized in writing by the other Party or unless required by law. Each Party shall take all reasonable steps to ensure that any Person having access to the other Party's Confidential Information complies with this provision. Notwithstanding the foregoing, each Party is permitted, if required in order to perform its obligations under this Agreement, to divulge the Confidential Information to its employees, officers, directors, contractors or agents (collectively, its "Representatives"), to Representatives of an Affiliate, or to its professional advisors that are under an obligation of confidentiality.

7.02 Irreparable Harm

The Parties acknowledge and agree that breach of this Article or disclosure of the other Party's Confidential Information would cause serious and irreparable harm to the other Party, which could not adequately be compensated for in damages and accordingly agree that each Party shall be