

entitled to seek injunctive relief, in addition to any other appropriate remedy, to prevent such breach or disclosure.

7.03 Return of Confidential Information

Upon termination of this Agreement, each party shall destroy or return to the other party all Confidential Information belonging to that other party. Without limiting the generality of the foregoing, Carwest shall as soon as reasonably possible return to Customer the following: all sales and marketing materials, technical documents, and other written materials provided to Carwest by Customer.

**ARTICLE 8
NON-SOLICITATION**

8.01 Customer Clients and Suppliers

**ARTICLE 9
MISCELLANEOUS**

9.01 Entire Agreement and Amendment

This Agreement and the Schedules hereto constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes any previous agreements, understandings, negotiations and discussions, written or oral, between the Parties in any way relating to the subject matter hereof. There are no representations, warranties, covenants or other terms other than those set forth in this Agreement and the Schedules hereto. This Agreement may only be amended by a written document signed by each of the Parties.

9.02 Notice

Any Notice required or desired to be given by either Party under this Agreement shall be in writing and may be personally delivered (including by courier) or sent by prepaid registered mail, by fax (with printed transmission report) or by e-mail to the other Party at the address provided above, or at such other address as such Party may by notice give to the other Party.

Every such Notice shall be presumed to be received on: (i) the date of delivery, if personally delivered or sent by fax or e-mail during normal business hours on a Business Day; (ii) the third Business Day (excluding days on which mail in the Province of Ontario is not delivered to the public), if sent by prepaid registered mail within the Province of Ontario; or (iii) the seventh Business Day (excluding days on which mail in the Province of Ontario is not delivered to the public), if sent by prepaid registered mail outside the Province of Ontario; or if the Notice is received after ordinary office hours at the place of receipt, the Notice shall be deemed to have been received on the next Business Day.

9.03 Severability

The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions.

9.04 Binding Effect

This Agreement enures to the benefit of and binds the Parties' respective successors and permitted assigns.

9.05 Assignment

Neither party shall assign or transfer, or attempt to assign or transfer, all or any part of this Agreement, or any of its rights or obligations hereunder, to any third party without the prior written consent of the other party, except that either party ("Assignor") may assign or transfer this Agreement to an Affiliate ("Assignee") as part of a bona fide corporate restructuring or reorganization, or, to a third party that acquires substantially all of the Assignor's assets or shares. Provided that such Assignee agrees to be bound by this Agreement, either Party shall be released from its obligations under this Agreement to the extent that such obligations arise on or after the effective date of such assignment.

9.06 Subcontract

Canwest may subcontract any of its obligations under this Agreement provided doing so does not relieve Canwest of its obligations to Customer pursuant to this Agreement.

9.07 Further Assurances

Each Party, upon request by the other Party, shall sign (or cause to be signed) all other documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the transactions contemplated by this Agreement.

9.08 Remedies Cumulative

Any rights, remedies and powers provided in this Agreement to a Party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies and powers otherwise available to that Party.

9.09 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

9.10 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this agreement is effective unless it is in writing and signed by the Party granting the waiver. No waiver under this section affects the exercise of any other rights under this Agreement.

9.11 No Partnership

Nothing in this Agreement shall be construed to create a relationship of partners, joint venturers, or any other similar relationship between the Customer and Canwest. The Parties hereby acknowledge and agree that the Customer is an independent contractor with control over the manner and means of performance of this Agreement.

9.12 Force Majeure

If a Party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of delays caused by the other Party or by an act of God, war, civil disturbance, court order or similar cause beyond that Party's reasonable control (each a "Force Majeure Event"), such non-performance shall constitute an excusable delay. In such event, the performance obligations of the Parties hereunder shall be suspended and the terms of this Agreement shall be extended for the period of time equal to the length of the excusable delay, provided, however, that the delayed Party shall promptly notify the other Party of the nature of such delay and the estimated time that the delay will continue. In the event any delay continues for more than thirty (30) days, and such delay has material adverse impact on the other Party, such other Party may, at its option, terminate this Agreement immediately by written notice.

9.13 Survival

All representations, warranties and indemnities set out in this Agreement, as well as any other provision necessary to give effect to same or which by its nature is intended to survive expiration or termination, shall survive the expiration or termination of this Agreement. In addition, Sections 4.02, 6.02(c) and (d), and Articles 7 and 8, as well as any provisions in the Schedules attached to this Agreement which are expressly indicated to survive, shall survive the expiration or termination of this Agreement.

9.14 Agreement Subject to Licenses Held by Canwest

This Agreement shall be subject to the terms of licences held by Canwest from time to time, all Applicable Laws, and, without limiting the foregoing, all other laws or regulations of industry or regulatory bodies relating to publishing or online undertakings.

9.15 Use of Client Name

Canwest may, in the general course of carrying on business, both during the Term and after termination of this Agreement, include the name and logo of Customer on any client list or other general marketing related document, and Customer hereby grants to Canwest a non-exclusive, non-transferable license to do so.

9.16 Independent Legal Advice

Customer acknowledges and agrees that it has been given the opportunity to seek independent legal advice in relation to the execution of this Agreement and has either sought and obtained such advice or elected knowingly and voluntarily not to do so.

9.17 Language

The Parties, by their respective signatures hereto, declare that it is their express wish that this Agreement, all of the terms and conditions contained herein, and all related documentation be drawn up in the English language. *Les signataires du présent contrat, en apposant leurs signatures respectives, déclarent qu'il est de leur volonté expresse que ce document et toute documentation s'y rapportant, soient rédigés en langue anglaise.*

9.18 Precedence

In the event of a conflict between any provision in the main body of this Agreement and the Schedules and Appendices thereto, the main body of this Agreement shall govern.

9.19 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be transmitted by fax or in electronically scanned form.

This Agreement has been executed by the Parties.

**Canwest Digital Media,
a division of Canwest Publishing Inc.**

**Canwest Television Limited Partnership
by its general partner, Canwest
Television GP Inc.**

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

APPENDIX 1
CUSTOMER CLIENTS AND SUPPLIERS



**SCHEDULE B
SALES AGENCY SERVICES**

This Schedule B is hereby appended to, and incorporated by reference as an integral part of, that certain Sales Agency and Ad Serving Agreement dated as of • between Canwest Digital Media, a division of Canwest Publishing Inc. and Canwest Television Limited Partnership.

1.01 Definitions

Any capitalized term not defined in this Schedule shall have the meaning ascribed to it in Article 1 of the Agreement.

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

"Advertisement Content" has the meaning ascribed to it in section 1.04(f) of this Schedule;

"Advertisements" has the meaning ascribed to it in section 1.02 of this Schedule;

"Advertiser" has the meaning ascribed to it in section 1.02 of this Schedule;

"Advertising Commitments" has the meaning ascribed to it in section 1.02 of this Schedule;

"Advertising Space" has the meaning ascribed to it in section 1.03(a) of this Schedule;

"Competitive Products" has the meaning ascribed thereto in section 1.04(b) of this Schedule;

"Customer Media" means the website URLs listed in Appendix 1 to this Schedule (which may be either websites owned directly by Customer or websites which Customer represents) together with all of Customer's mobile (meaning, without limitation, cellular handsets, wireless computers, personal digital assistants, smart phones or any other similar devices developed in the future) enabled websites and mobile applications offered in respect of, or otherwise related to, the website URLs listed in Appendix 1 to this Schedule;

"Customer Representative" has the meaning ascribed to it in section 1.03(d) of this Schedule;

"Local Sales" has the meaning ascribed thereto in Appendix 1A of this Schedule;

"Material Competitors" has the meaning ascribed thereto in section 1.04(b) of this Schedule;

"National Sales" has the meaning ascribed thereto in Appendix 1A of this Schedule;

"Prior Year Actuals" has the meaning ascribed thereto in Section 1.07(a) of this Schedule;

"Retained Advertising Rights" has the meaning ascribed thereto in Section 1.02 of this Schedule;

"Sales Representative" has the meaning ascribed to it in section 1.03(a) of this Schedule;

"Sales Agency Services" means the services provided by Canwest pursuant to this Schedule;

"Services Fee" has the meaning ascribed thereto in Section 1.07(a) of this Schedule; and

"Upfront Commitments" means any Advertising Commitments (made on a National basis as based on volume and rate) that are procured by Canwest.

1.02 Canwest as Sales Agent

Customer hereby authorizes and appoints Canwest as its agent, on an exclusive basis to market and sell Advertising Space and enter into agreements with third party advertisers (each an "Advertiser") on behalf of, Customer, which agreements shall constitute binding commitments by Customer to display advertisements of Advertisers, which may include, without limitation, any custom integrations, campaigns or other advertising programs (such as site takeovers, wallpapers, microsites, content modules, contests, surveys, or other unique advertising placements or campaigns) as may be agreed upon by Canwest and the Advertisers (collectively, the "Advertisements") on the Customer Media in accordance with the terms and conditions accepted by Canwest on behalf of Customer (the "Advertising Commitments"). The authority granted to Canwest is irrevocable during the Term. Notwithstanding the foregoing exclusivity granted to Canwest, Customer retains the following rights (the "Retained Advertising Rights"):

- (a) Customer retains non-exclusive rights to sell Local Sales Advertisements. Canwest and Customer Local Sales efforts shall be in accordance with the Local Sales Policy set forth on Appendix 1A of this Schedule, attached.

[NTD: certain language in following paragraph newly proposed by Broadcast. Publishing has yet to review]

[Notwithstanding the foregoing, but subject to Article 8 of the Agreement to which this Schedule is appended, nothing in this Agreement shall be deemed or interpreted to limit the ability of Canwest to represent, or enter into agreements to represent, any other Person in any capacity including, without limitation, as an agent for soliciting sales of advertising to be placed on any website other than the Customer Media. Further, Customer shall execute the Advertisements in the Advertising space in accordance with the timelines agreed upon between Canwest and the Advertiser subject to Canwest's compliance with the project timelines agreed upon in the project planning phase for each project ("Project Timelines"). Customer and Canwest shall work collaboratively to minimize any delays in reaching project milestones but, in any event, each Party acknowledges and agrees that neither Party shall have any liability with respect to this Section 1.02 in the event that their breach hereof is caused by the other Party's failure to comply with their Project Timelines in respect of deliverables (unless such failure is, in turn, caused by the first Party's breach of Project Timelines), or by cause of any other Force Majeure Event.]

1.03 Obligations of Customer

During the Term, Customer shall:

- (a) permit Canwest and any sales representative of Canwest (a "**Sales Representative**") to hold themselves out as an authorized agent of Customer in respect of the sale of Advertisements in the advertising space on the Customer Media (the "**Advertising Space**") to current and prospective advertisers, acknowledging and agreeing that Canwest shall be Customer's exclusive sales agent with respect to any Advertiser;
- (b) provide Canwest with all reasonable assistance and information required to assist Canwest in the performance of its obligations under this Agreement, including but not limited to the provision to Canwest of the following as available: existing customer lists, sales materials, rate cards, market information, contact info for existing leads, and traffic/audience information for websites on which the Advertising Space exists, as well as the execution of any required documentation;
- (c) comply with all of its obligations pursuant to Advertising Commitments entered into by Canwest on behalf of Customer in accordance with this Agreement;
- (d) appoint one of its employees (the "**Customer Representative**") to have overall responsibility for managing and coordinating the relationship with Canwest and the delivery and fulfillment of the obligations of Customer pursuant to this Agreement;
- (e) ensure the Customer Representative meets with Canwest at least quarterly to review compliance with this Agreement and the needs of the Parties;
- (f) place a notice on every page of the Customer Media, which notice shall identify Canwest as the exclusive representative for the sale of Advertising Space. Such notice shall be in a form provided by Canwest and shall include a hyperlink to a URL specified by Canwest;
- (g) not knowingly or intentionally include or provide via the Customer Media any material that is or may be considered: (i) libelous, pornographic, obscene, or defamatory under any federal or provincial law; (ii) an infringement of any third party's intellectual property rights (including copyright, patent, trademark, trade secret or other proprietary rights); or (iii) an infringement on any third party's rights of publicity or privacy; and
- (h) ensure compliance with all Applicable Laws with respect to the operation of the Customer Media; and
- (i) be responsible for ensuring that any contests which are executed on the Customer Media under this Agreement comply with Applicable Laws, including the drafting of contest rules as applicable.

1.04 Obligations of Canwest

During the Term, Canwest shall:

- (a) (i) devote such human and other resources, time and effort to effectively solicit and secure the sale of Advertising Space, and the prompt invoice and collection of Advertising Revenue derived therefrom, and make regular contact with Advertisers and prospective advertisers for the purposes of maintaining and developing relationships with Advertisers, as agent for, and on behalf of, Customer;

(ii) [REDACTED]; and

(ii) provide the Digital Sales Solutions team ("DSS") services ("DSS Services"), outlined in Appendix 3 to this Schedule B.

- (b) administer a reasonable, non-exhaustive block list setting out blocked categories of Advertisers (the current version of which is attached as Appendix 2 of this Schedule hereto and may be updated upon reasonable notice by Customer) ("Blocked Categories") by making commercially reasonable efforts to ensure that the categories on the list, or products or services which are in material and direct competition with any of Customer's primary products or services, including consumer-facing products ("Competitive Products") are not sold Advertising Space. If Canwest is in doubt as to whether an advertisement is in respect of a Blocked Category, Canwest will seek instruction from the Customer Representative;
- (c) [REDACTED];
- (d) make commercially reasonable efforts to provide adequate representation in French in the Province of Quebec;
- (e) provide Customer with reporting as follows: (i) weekly sell through report that lists total inventory available and percentage inventory sold; (ii) mid-month and quarterly revenue forecasts; (iii) monthly financial reconciliation including amounts billed/booked and explanation for variance to budget and forecast on a month-to-date, year-to-date and prior year basis; (iv) monthly report that includes indicating total revenue, split out of Local Sales and National Sales revenue, split out of revenue by specific programs and total contracted impressions; and (v) such other information as may be reasonably requested by Customer;
- (f) take receipt from any Advertiser, on behalf of Customer, such artwork, photographs, text, images, video, audio, advertisements, promotions, contests, functionality, technology and other intellectual property contained therein (collectively, the "Advertisement Content") to be contained within each Advertisement, and such software files reflecting the foregoing as may be necessary or advisable in a format acceptable to Customer;

[NTD: certain language in following paragraph (g) and (h) newly proposed by Broadcast. Publishing has yet to review]

((g) on behalf of Customer, comply with its obligations under an Advertising Commitment, including, without limitation, posting any Advertisement in the Advertising Space purchased by an Advertiser in accordance with the specifications contained in any Advertising Commitment. Canwest's obligation above in this Section 1.04(g) is subject to Customer providing, in a timely manner, the necessary co-operation and assistance required to execute Advertising Commitments (which may include, by way of example and without limitation, development of microsites comScore, Omniture or other tagging) which, in turn, is subject to Canwest's compliance with the Project Timelines. Customer and Canwest shall work collaboratively to minimize any delays in reaching project milestones but, in any event, the Parties acknowledge and agree that neither Party shall have any liability under this Section 1.04 (g) in the event that their breach hereof is caused by the other Party's failure to comply with their Project Timelines in respect of deliverables (unless such failure is, in turn, caused by the first Party's breach of Project Timelines) (each such event a "Delay"), or any other Force Majeure Event. Without limiting the generality of the foregoing, in the event of a Delay caused by Customer, Canwest's obligation [REDACTED]

~~_____

 _____~~

- (h) establish, in coordination with Customer, a process pursuant to which any and all creative concepts and ideas (and the placement thereof on the Customer Media) ("Creative") are reviewed by a designated Customer representative(s) prior to Canwest pitching such Creative to Advertisers and/or booking any Advertising Commitments containing such Creative, for the purpose of minimizing the risk of Canwest or Customer breaching any contractual restrictions relating to use of content appearing in the Customer Media (the "Content"). In addition, and without limiting the generality of the foregoing, Canwest shall not pitch any Creative to Advertisers, or develop, execute or display Advertisements containing Creative on the Customer Media in any manner that may constitute an express or implied endorsement by Customer or its brands, the Content or any key creative elements appearing in, or attached to, such Content, or the licensors and/or owners of such Content. As part of the review/consultation process described above, Customer may request (such request not to be unreasonably made) that Canwest modify, edit or otherwise change any Advertisement or Creative contained therein for the purposes of ensuring that no third-party rights are infringed. Customer and Canwest agree to ensure compliance with this Section 1.04(h) in a manner that seeks to minimize the impact of the review/consultation process on Canwest sales efforts. Customer reserves the right to decline execution of any Advertisement that it believes in good faith is not in compliance with the foregoing;]

Customer acknowledges and agrees that Canwest may market and promote the Advertising Space to potential advertisers by any means Canwest deems, in its sole discretion, appropriate, including, without limitation, listing the Customer Media in directories, trade publications, proposals and presentations, advertisements, and other promotional opportunities. Subject to Section 1.04(h) above, Customer further acknowledges and agrees that Canwest may exercise its reasonable discretion as to the Advertising Content and general nature of the any Advertisement that an Advertiser or potential advertiser desires to have placed on the Advertising Space.

1.05 Indemnity

- (a) 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: (i) any actual or alleged infringement or violation of any third party's Intellectual Property Rights, or any actual or alleged defamation, breach of privacy or infringement of any right of personality or publicity, by or in relation to Customer's operation of the Customer Media; or for any failure of Customer to comply with its obligations under an Advertising Commitment, including without limitation, the failure to post any Advertisement in the Advertising Space, purchased by an Advertiser in accordance with the specifications contained in any Advertising Commitment unless such failure results from Canwest's failure to comply with the Project Timelines. Customer and Canwest shall work collaboratively to execute Advertisements in accordance with the agreed specifications.

1.06 Restriction on Liability

Customer acknowledges and agrees that Canwest is acting only as a sales agent for the Advertising Space, and that Canwest has no obligation, and undertakes no responsibility, to review any Advertisements to determine whether they result in any liability to third parties or comply with Applicable Laws, including, without limitation, all laws applicable to contests

displayed on the Customer Media. Notwithstanding the foregoing, Canwest may decline or cease to distribute such Advertisements if it believes in good faith, and acting reasonably, that there is a likelihood that an Advertisement infringes Applicable Laws.

Customer further acknowledges and agrees that in the event that Advertising Space is sold inadvertently in respect of the Blocked Categories (as set out in the then-current block-list provided by Customer to Canwest in accordance with Section 1.04(b) above), in an individual and/or occasional instance, the same will not constitute a material breach of this Agreement subject to Canwest using best efforts to prospectively cure such breach, Customer reserving all rights and remedies hereunder upon a regular pattern of such breach/es occurring.

1.07 Payment Terms

- (a) **Advertising Revenue.** In consideration of all of Canwest's services under this Agreement including, without limitation, its Sales Agency Services, the DSS Services, and the Ad Serving Services, ~~Canwest shall be entitled to receive the Advertising Revenue from the relevant Advertiser.~~
~~Canwest shall be entitled to receive the Advertising Revenue from the relevant Advertiser.~~

Except for the Services Fee, Customer shall be entitled to all Advertising Revenue, and Canwest shall have no claim in, or be entitled to, any portion thereof. Subject to paragraph (b) below, Canwest shall remit, and Customer shall be entitled to receive the Advertising Revenue less only the Services Fee within sixty (60) days after the end of the month during which such Advertising Revenue is received.

(b) **Delay in Receipt of Advertising Revenue.**

- (i) Notwithstanding paragraph (a), Canwest's obligation to provide Customer with any part of the Advertising Revenue is contingent upon Canwest actually receiving the Advertising Revenue from the relevant Advertiser. Further, if Canwest receives less than the total amount of Advertising Revenue owing by any particular Advertiser (a "Receivables Shortfall"), the parties will share the amount of the Advertising Revenue received by

Canwest for the relevant Advertiser pari passu in the percentages set forth in Section 1.07(a) above.

(c) **Taxes.** Customer shall be responsible at all times for remitting any and all contributions or taxes imposed by the government of Canada or any other competent taxing authority on, or in connection with, that portion of the Advertising Revenue received by Customer from Canwest in accordance with this Agreement.

(d) **Records/Audit Rights.**

(i) Canwest shall keep and maintain at its office complete, detailed, permanent and accurate books of account and other records relating to its obligations hereunder including the Reporting Requirements and the calculation of the Services Fee (the "Books and Records"). During the Term and for a period of two (2) years thereafter, Customer and/or its designees shall, at its sole cost and expense, have access on reasonable written notice and during customary business hours to inspect and audit those Books and Records which pertain solely to the services provided to Customer under this Agreement.

(ii) Any objection of Customer to any item or information in any Report submitted to Customer shall be made to Canwest within two (2) years of the date of submission of such Report to Customer. If as a result of an audit Customer finds a discrepancy or error in any Report, without limiting any other rights and remedies it may have, to the extent that such discrepancy or error is undisputed by Canwest (acting reasonably) Canwest shall promptly pay Customer the amount of the difference. If the difference is greater than 15% of the un-audited Service Fee, Canwest will pay for any and all costs of the audit. Customer's rights in this Section 1.07(d) shall survive the termination or expiration of this Agreement.

1.08 Additional Terms

(a) **Decrease in Impressions.** ~~The Parties agree that Canwest shall not be held liable for a material decrease in impressions on its Digital Media at any time during the Term, the Parties agree to discuss any adjustments to the terms of this agreement and required fees in the event of a decrease in impressions.~~

This Schedule B has been executed by the Parties.

**Canwest Digital Media,
a division of Canwest Publishing Inc.**

**Canwest Television Limited Partnership
by its general partner, Canwest
Television GP Inc.**

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

APPENDIX 1 (of Schedule B)

CUSTOMER MEDIA

7

APPENDIX 1A (of Schedule B)
LOCAL SALES POLICY

Draft 4 – May 17, 2010

a

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-

APPENDIX 2 (of Schedule B)

[NTD: Broadcast reserving right to provide additional blocked categories]

BLOCKED CATEGORIES:

politics

religion

get rich quick

cosmetic procedures & body modification

sexual

APPENDIX 3 (of Schedule B)

DSS SERVICES

In addition to selling Advertising Space, Canwest's DSS Team will provide Customer with custom integration services (which may include those services listed below) as agreed upon by the Parties on a campaign by campaign basis (each such integration, a "Custom Integration"):

Examples of Custom Integration Services:

- Develop new business opportunities with Customer's product managers or sales representatives
- "Build out" packages for new business opportunities by providing background research, pricing analysis, mock-ups and project briefs
- Project Management
- Domain name acquisition (specific to custom promotions for Advertiser)
- Source and manage Advertiser creative assets for Customer-developed creative and manage creative mock-up approval process between Advertiser and Customer
- Liaise with Customer and Advertiser stakeholders (project manager, UX, tech, marketing, sales etc.)
- Provide post campaign analysis and custom reporting

Examples of Custom Integrations:

- Microsites
- Content Modules/Advertorials
- Newsletters/E-Blasts
- Survey's/Polls
- Mobile applications, websites or other mobile media advertising.
- Homepage takeovers
- Management of Customer's house ad campaigns
- Facilitating contest promotions (provided however, that Customer is responsible for ensuring that all contests comply with all Applicable Laws and shall assume all liability with respect to same)

Custom Integrations shall be provided in accordance with the following process (as may be revised by the Parties from time to time):

Draft 4 – May 17, 2010

APPENDIX 4 (of Schedule B)

INVENTORY TARGETS

[NTD: to be provided by Customer]

14

APPENDIX 5 (of Schedule B)
MONTHLY REVENUE TARGETS

[REDACTED]

[NTD: to be provided by Sales Agent]

SCHEDULE C
AD SERVING SERVICES

This Schedule C is hereby appended to, and incorporated by reference as an integral part of, that certain Sales Agency and Ad Serving Agreement dated as of • between Canwest Digital Media, a division of Canwest Publishing Inc. and Canwest Television Limited Partnership.

1.01 Definitions

Any capitalized term not defined in this Schedule shall have the meaning ascribed to it in Article 1 of the Agreement.

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

"Ad Serving Fees" has the meaning ascribed thereto in section 1.08(a) of this Schedule;

"Ad Serving Services" means the services provided by Canwest as described in section 1.03 of this Schedule;

"Advertising Scripts" means the tagging scripts used to identify the advertising units and the size of such advertising units on the Customer Media;

"Canwest Advertisements" means Canwest house advertisements or banners served on the Customer Media or the Canwest Media.

"Customer Advertisements" means Customer house advertisements or banners served on the Customer Media or the Canwest Media;

"Customer Media" means the website URLs described in Appendix 1 to this Schedule (which may be either websites owned directly by Customer or websites which Customer represents) together with all of Customer's mobile (meaning, without limitation, cellular handsets, wireless computers, personal digital assistants, smart phones or any other similar devices developed in the future) enabled websites and mobile applications offered in respect of, or other otherwise related to, the website URLs listed in Appendix 1 to this Schedule;

"Rich Media" means any media other than GIF, JPEG or SWF files, including media designed using Java and DHTML technology or that incorporate interactive or participatory features such as games, expandable or floating content, or user participation features (such as surveys); and

"Third Party Advertisements" means paid advertisements of a third party on the Customer Media.

1.02 Customer Obligations

During the Term, Customer shall:

- (a) cooperate and use its best efforts to provide Canwest with all reasonable assistance and information required to permit Canwest to perform its obligations under this Agreement, including but not limited to the implementation of third party script and ad tags on the Customer Media and the execution of any required documentation;
- (b) make the ad placements designated in the mock-ups of the Customer Media attached as Appendix 2 of this Schedule (or such mock-ups as may be agreed upon by the parties

from time to time for the purpose of custom executions) hereto available for use by Canwest in its sole discretion;

- (c) at Canwest's request, permit Canwest to insert web beacons (1x1 tracking pixels) on Customer Media;
- (d) place HBX and/or Omniture tags on the Customer Media and provide continued access to Canwest to access information relating to such tags in respect of unique users and page views on the Customer Media, which information Canwest shall also share with Customer Media;
- (e) within one (1) day of a request by Canwest, make any and all reasonable and necessary changes to the Customer Media as may be required to enable Canwest to place an advertisement on the Customer Media;
- (f) assign and take all steps necessary to assign traffic and unique visitors to the Customer Media in comScore MediaMatrix to the canada.com network (or such successor network as Canwest may prescribe) ; and
- (g) ensure compliance with all Applicable Laws with respect to the operation of the Customer Media.

The Parties hereby agree that, subject to the terms and conditions set out in Appendix 1A to this Schedule C, Customer shall be an affiliate member of the Canada.com Network (as defined therein)

1.03 Canwest Obligations

During the Term, Canwest shall:

- (a) serve, or subcontract servicing for, all standard advertisement units on the Customer Media;
- (b) serve Rich Media in respect of Customer Advertisements and Third Party Advertisements if requested by Customer (and upon payment of applicable additional fees);
- (c) adhere to the service level agreement attached hereto as Appendix 3 to this Schedule in respect of the Customer Advertisements; and
- (d) provide Customer on a weekly basis a serving report.

Notwithstanding anything to the contrary herein, if either party believes in its sole discretion that any Customer Advertisement or Third Party Advertisement may create a liability for itself (including non-compliance with Section 1.04(h) of Schedule B to this Agreement), (i) Canwest may decline or cease to distribute such advertisements and/or perform any related services; or (ii) upon Customer request (not to be unreasonably made), Canwest shall modify, edit or otherwise change any Third Party Advertisement for the purposes of compliance with the foregoing. Customer reserves the right to decline execution of any Advertisement that it believes in good faith is not in compliance with the foregoing.

1.04 Representations and Warranties

Customer represents and warrants that:

- (a) the Customer Advertisements do not violate or infringe any Applicable Law or any patent, trade-mark, copyright or other right (in Intellectual Property or otherwise) of any third party;
- (b) it holds the necessary rights to permit the use of the Customer Advertisements by Canwest as contemplated by this Agreement;
- (c) it is the legal and beneficial owner or authorized licensor of all rights in Intellectual Property in respect of the Customer Advertisements, the use of which by Canwest under the terms of this Agreement does not and will not infringe on any right (in Intellectual Property or otherwise) of any third party; and
- (d) to the best of its knowledge, the Customer Advertisements do not contain viruses or other similar harmful or deleterious programming routines.

Canwest represents and warrants that:

- (e) the Canwest Advertisements do not violate or infringe any Applicable Law or any patent, trade-mark, copyright or other right (in Intellectual Property or otherwise) of any third party;
- (f) it holds the necessary rights to permit the use of the Canwest Advertisements by Canwest as contemplated by this Agreement;
- (g) it is the legal and beneficial owner or authorized licensor of all rights in Intellectual Property in respect of the Canwest Advertisements, the use of which by Canwest under the terms of this Agreement does not and will not infringe on any right (in Intellectual Property or otherwise) of any third party; and
- (h) to the best of its knowledge, the Canwest Advertisements do not contain viruses or other similar harmful or deleterious programming routines.

1.05 Indemnity

(a) 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 any actual or alleged infringement or violation of any third party's Intellectual Property Rights, or any actual or alleged defamation, breach of privacy or infringement of any right of personality or publicity, by or in relation to the posting of any Customer Advertisement in connection with the Ad Serving Services except to the extent that such Claim results directly from Canwest's failure to comply with Section 1.04(h) of Schedule B of this Agreement.

(b) Canwest 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 any actual or alleged infringement or violation of any third party's intellectual Property Rights, or any actual or alleged defamation, breach of privacy or infringement of any right of personality or publicity, by or in relation to the posting of Canwest Advertisements in connection with the Ad Serving Services. The indemnities in this Section 1.05 shall survive termination or expiration of this Agreement.

1.06 Restriction on Liability

Customer acknowledges and agrees that Canwest is acting only as a passive conduit for the distribution and posting of both the Customer Advertisements and the Third Party

Advertisements, and that Canwest has no obligation, and undertakes no responsibility, to review such advertisements to determine whether they result in any liability to third parties. Notwithstanding the foregoing, Canwest may decline or cease to distribute such Advertisements if it believes in good faith, and acting reasonably, that there is a likelihood that an Advertisement infringes Applicable Laws

1.07 Licenses

Customer hereby grants to Canwest and its Affiliates for the duration of the Term an irrevocable non-exclusive, non-transferable royalty free, fully-paid license to use, reproduce, publish, store, feed, distribute, display and transmit in electronic form the Customer Advertisements and the Third Party Advertisements including, for greater certainty, any trademarks, service marks, logos and other distinctive brand features of Customer that are used in such advertisements, solely for the purposes provided for under the terms of this Agreement.

1.08 Exclusivity

~~Customer acknowledges and agrees that, during the Term, it shall not, directly or indirectly, engage in discussions or negotiate with any third party (other than Canwest) in respect of obtaining services identical or similar to those contemplated hereunder and accept or execute any agreement, understanding or arrangement for advertising services that are not contained in this Section 1.08, shall prevent Customer from self-providing ad serving services for the Customer media on its own behalf or otherwise.~~

1.09 Additional Terms

- (a) **Adjustments to Ad Serving Services.** Every ~~30~~(3) months during the Term, the Parties agree to discuss the volume of advertisements served in the ~~quarter~~(3) months and anticipated volume to be served in the ~~next~~(3) months ~~and to adjust the ad serving services accordingly.~~
- (b) **House Advertisements**

Broadcast House Ad Management

"Targeted" Customer Internal Promotion Campaigns

For Customer Advertising which consist of "targeted" Customer Advertising (e.g. Geo-targeting, Site-targeting, Frequency Capping, Day part or any other targeting capability of the ad serving platform) ("Targeted Customer Advertising") and/or Rich Media advertising (including out of unit RM, skins etc) specific orders will need to be created and can be booked at a preferred rate, to be negotiate by the parties. These orders are to be submitted to adops@canwest.com , or such other address as Canwest may indicate from time to time.. In addition, Rich Media campaigns require extensive creative acceptance and technical testing, as further detailed in the SLA. Creative provided by Customer must adhere to IAB Canada standards.

The Parties acknowledge and agree that targeted inventory is in high demand, and that it is in the best interests of each Party that Customer Internal Promotion Campaigns do not impede Canwest's ability to sell and deliver high value Third Party Advertisements.

Ad Operations Services

Any time required of Canwest Ad Operations team to provide services around booking, trafficking, tagging, testing, Q/A, etc of Customer Internal Promotions will be billed at a rate of [REDACTED] [NTD: Broadcast reserving rights to comment pending internal consideration]

This Schedule C has been executed by the Parties.

**Canwest Digital Media,
a division of Canwest Publishing Inc.**

**Canwest Television Limited Partnership
by its general partner, Canwest
Television GP Inc.**

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

APPENDIX 1 (of Schedule C)

CUSTOMER MEDIA

APPENDIX 1A (of Schedule C)

Customer's Membership in the Canada.com Network

The Parties agree that, subject to the following, the Customer (and each of the websites comprising the Customer Media) shall be an affiliate member of the network of websites operated by Canwest, known as the "Canada.com Network" (or by such successor name indicated by Canwest from time to time):

(a) Customer represents and warrants that it has all necessary rights to use the domain names comprising the Customer Media and that it shall not knowingly or intentionally include, provide, or otherwise publish on the Customer Media any material that is or may be considered: (i) libelous, pornographic, obscene, or defamatory under any federal or provincial law; (ii) an infringement of any third party's intellectual property rights (including copyright, patent, trademark, trade secret or other proprietary rights); or (iii) an infringement on any third party's rights of publicity or privacy;

(b) Canwest represents and warrants it has all necessary rights to use the domain names comprising the Canada.com Network and that it shall not knowingly or intentionally include, provide, or otherwise publish on the Canada.com Network any material that is or may be considered: (i) libelous, pornographic, obscene, or defamatory under any federal or provincial law; (ii) an infringement of any third party's intellectual property rights (including copyright, patent, trademark, trade secret or other proprietary rights); or (iii) an infringement on any third party's rights of publicity or privacy; and

[NTD: certain changes in following paragraph newly proposed by Broadcast. Publishing has yet to review]

[(c) For as long as the Parties agree that it is appropriate for Customer to be a member of the Canada.com Network, Customer hereby agrees: (a) to add any headers, footers and/or disclaimers upon reasonable request from, and as provided by, Canwest to its websites; (b) use any trade-marks and/or logos provided Canwest solely upon Canwest's approval and in accordance with Canwest's reasonable instruction and standard Intellectual property policies and procedures, as provided and amended from time to time (Customer having a reasonable amount of time to implement any amendments to such policies and procedures); (c) comply with any standard terms and conditions applicable to third party affiliate members of the Canada.com Network, as provided (subject to good faith negotiations) and amended from time to time; (d) maintain and visibly display: (i) terms of use governing use of the Customer Media, identifying Customer as the owner and operator of the Customer Media, and (ii) a privacy policy which complies with all applicable Canadian privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act*; and (e) not include links to the Canada.com Network that implies that Customer is other than a third party entity of Canwest.]

The Parties acknowledge and agree that the Canada.com Network and the Customer Media may contain links to third party web sites. Neither party makes any representations whatsoever with respect to such third party websites, and any link to same does not mean that either Party endorses or accepts any responsibility for such sites or their content, products or services.

Indemnity

Customer shall defend, indemnify and hold harmless Canwest, its parent, subsidiary, associated and affiliated companies, its and their successors and assigns, and all of their respective officers, directors, shareholders, employees, agents, and independent contractors from and against any and all claims, demands, losses, damages, fines, costs, and expenses of any kind and nature

whatsoever (including actual legal fees and expenses) arising in any way, directly or indirectly in connection with the Customer's inclusion in the Canada.com Network.

Canwest shall defend, indemnify and hold harmless Customer, its parent, subsidiary, associated and affiliated companies, its and their successors and assigns, and all of their respective officers, directors, shareholders, employees, agents, and independent contractors from and against any and all claims, demands, losses, damages, fines, costs, and expenses of any kind and nature whatsoever (including actual legal fees and expenses) arising in any way, directly or indirectly in connection with Canwest's breach of the representations and warranties set out in (b) above.

Trade-Mark License

Subject to Section 2.01 of the Agreement (Acknowledgement) for as long as the Customer is an affiliate member of the Canada.com Network, each Party hereby grants to the other Party a limited, non-exclusive license to use the other Party's Intellectual Property, for the purpose of performance by each Party of its obligations under this Agreement, including but not limited to the inclusion of the Customer and the Customer Media within the Canada.com Network. Without limiting the generality of Section 2.01 of the Agreement, each party agrees that: (i) it shall not use and/or portray the other Party's Intellectual Property in any manner likely to cause confusion with, dilute or damage the reputation of the other Party or its products or services, or use the Intellectual Property in any manner which disparages or otherwise diminishes the goodwill in the Intellectual Property; and (ii) it shall not make any changes or modifications to the other Party's Intellectual Property or create derivative trademarks.

APPENDIX 2 (of Schedule C)

MOCK-UPS

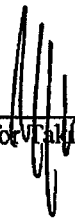
APPENDIX 3 (of Schedule C)

SERVICE LEVEL AGREEMENT

[NTD: to be negotiated in good faith]

TAB K

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



Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CANWEST GLOBAL
COMMUNICATIONS CORP., AND THE OTHER
APPLICANTS LISTED ON SCHEDULE "A"**

Applicants

**AFFIDAVIT OF JOHN E. MAGUIRE
(Stay Extension Motion)
(Sworn March 23, 2010)**

I, John E. Maguire, of the City of Winnipeg, in the Province of Manitoba, MAKE
OATH AND SAY:

1. I am the Chief Financial Officer of Canwest Global Communications Corp. ("Canwest Global") and its principal operating subsidiary Canwest Media Inc. ("CMI"). I am also a director of CMI and an officer of certain of the Applicants listed on Schedule "A" hereto (the "Applicants"). As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have specifically referred to such sources and verily believe them to be true.

2. This affidavit is sworn in support of a motion brought by Canwest Global and the other Applicants listed on Schedule "A" hereto and the Partnerships listed on Schedule "B" hereto (the "Partnerships" and, together with the Applicants, the "CMI Entities") seeking an Order extending the Stay Period (as defined below) from March 31, 2010 to June 15, 2010.

Background

3. The CMI Entities were granted protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), pursuant to an initial order (the "Initial Order") of the Ontario Superior Court of Justice.

(Commercial List) (the "Court") dated October 6, 2009 (the "Filing Date"). FTI Consulting Canada Inc. was appointed at that time to act as monitor (the "Monitor") in this CCAA proceeding.

4. The Initial Order, a copy of which is attached as Exhibit "A" to this Affidavit, granted, *inter alia*, a stay of proceedings (the "Stay Period") until November 5, 2009, or such later date as this Honourable Court may order. On October 30, 2009, the CMI Entities obtained an Order, *inter alia*, extending the Stay Period until January 22, 2010. On January 21, 2010, the CMI Entities obtained an Order, *inter alia*, extending the Stay Period until March 31, 2010. Copies of the Orders extending the Stay Period to January 22, 2010 and to March 31, 2010 are attached to this Affidavit as Exhibits "B" and "C", respectively.

5. Later in the day on October 6, 2009, the Monitor obtained a Temporary Restraining Order from the United States Bankruptcy Court (Southern District of New York) (the "U.S. Bankruptcy Court") under Chapter 15 of the *U.S. Bankruptcy Code* (the "Chapter 15 Proceedings") temporarily enjoining certain suppliers, including television production studios, distributors and other key suppliers, from taking certain actions against the CMI Entities who are party to the Chapter 15 Proceedings. On November 3, 2009, the Monitor obtained an Order from the U.S. Bankruptcy Court granting formal recognition of the CCAA proceedings as "foreign main proceedings" and a permanent injunction for the duration thereof.

6. On October 14, 2009, the CMI Entities obtained an Order establishing a procedure (the "Claims Procedure") for the identification and quantification of certain claims ("Claims") against the CMI Entities and the directors and officers of the Applicants (the "Claims Procedure Order"). A copy of the Claims Procedure Order, without schedules, is attached as Exhibit "D" to this Affidavit.

7. Further details regarding the background to this CCAA proceeding are set out in the affidavits sworn by me on October 5, 2009 (the "Initial Order Affidavit"), October 22, 2009, October 27, 2009, November 27, 2009, January 18, 2010, and March 1, 2010 and unless relevant to the present motion, are not repeated herein. A copy of the Initial Order Affidavit, without exhibits, is attached as Exhibit "E" to this Affidavit.

8. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Initial Order Affidavit.

STAY EXTENSION

9. As set out in the Initial Order Affidavit, on October 5, 2009, the CMI Entities agreed to enter into a Support Agreement (the "Support Agreement") with the members of an *ad hoc* committee (the "Ad Hoc Committee") representing over 70% of the holders of CMI's 8% Senior Subordinated Notes due 2012 (the "8% Senior Subordinated Noteholders"). The Support Agreement had attached to it a recapitalization transaction term sheet (the "Restructuring Term Sheet") that set out the summary terms and conditions of a consensual recapitalization transaction involving the CMI Entities (the "Recapitalization Transaction"). The Support Agreement and Restructuring Term Sheet represented the culmination of many months of arm's length negotiations between the CMI Entities and the Ad Hoc Committee. Certain milestone dates set out in the Support Agreement have been extended during the course of this CCAA proceeding.

10. The Support Agreement provided that the CMI Entities will pursue a plan of arrangement or compromise (the "Plan") on the terms set out in the Restructuring Term Sheet in order to implement the Recapitalization Transaction as part of this CCAA proceeding. The Restructuring Term Sheet provided, *inter alia*, that creditors of the CMI Entities whose claims are compromised under the Plan, including the 8% Senior Subordinated Noteholders, would receive shares of a restructured Canwest Global ("Restructured Canwest Global") which would be a publicly-listed company on the TSX. The Support Agreement also provided that each of the 8% Senior Subordinated Noteholders that is a signatory thereto will vote its 8% Senior Subordinated Notes in favour of the Plan.

11. Since the granting of the Initial Order, the CMI Entities have been operating their businesses as going concerns subject to the supervision of this Honourable Court and the oversight of the Monitor. The CMI Entities have been and continue to act in good faith and with due diligence in pursuing the Recapitalization Transaction, as contemplated in the Restructuring Term Sheet negotiated with the Ad Hoc Committee and as amended by the Shaw Transaction Documents (as defined below) (the "Amended Recapitalization Transaction"), in order to ensure that as many as possible of the CMI Entities, and the businesses they operate, continue as

going concerns -- thereby preserving and maximizing enterprise value and maintaining employment for as many employees as possible.

12. Since my last affidavit in support of an extension of the Stay Period sworn January 18, 2010, with the assistance of the Monitor and in consultation with the CMI CRA where required, the CMI Entities have, among other things, made significant progress in resolving the Claims against the CMI Entities and the directors and officers of the Applicants pursuant to the Claims Procedure Order. The CMI Entities also completed an equity investment solicitation process, which resulted in an agreement with Shaw Communications Inc. ("Shaw"), as documented by a Subscription Agreement (the "Subscription Agreement") and related documentation (collectively the "Shaw Transaction Documents"). The CMI Entities obtained approval of the Shaw Transaction Documents pursuant to an Order of Madam Justice Pepall dated February 19, 2010.

(a) Status of Claims Procedure

13. On or before October 22, 2009, the Monitor mailed over 3,400 claims packages to the Known Creditors (as defined in the Claims Procedure Order) of the CMI Entities, including to employees of the CMI Entities, setting out the CMI Entities' valuation of each Known Creditor's claim based on the books and records of the relevant company, pursuant to the Claims Procedure Order.

14. As noted in my last Affidavit sworn in support of an extension of the Stay Period, claims filed on behalf of certain retirees of the CMI Entities (the "Retirees") by Cavalluzzo Hayes Shilton McIntyre & Cornish LLP, the Court-appointed representative counsel (the "Representative Counsel") for those Retirees, appeared to overlap with and were potentially duplicative of claims filed by counsel for the Communications, Energy & Paperworkers' Union ("CEP") and/or claims filed by individual employees. The CMI Entities have worked with the Monitor, Representative Counsel and the CEP to resolve issues related to duplicative and overlapping claims.

15. Since the last motion for an extension of the Stay Period, the CMI Entities, with the assistance of the Monitor and the CMI CRA (where applicable) have made significant progress in achieving resolutions with respect to disputed claims of Unknown Creditors (as defined in the Claims Procedure Order) and disputed claims of Known Creditors. Specifically,

significant progress has been made in resolving disputed trade creditor Claims with the assistance of the Monitor. It is my understanding that further information with respect to the Claims Procedure will be included in the Monitor's Report filed in conjunction with this motion.

16. The CMI Entities continue to act diligently and in good faith to resolve claims that have not been accepted and have yet to be resolved as between the claimants and the CMI Entities (the "Outstanding Claims"). Eight of the Outstanding Claims have been referred to the Court for adjudication. Three of the Outstanding Claims relate to litigation as against one or more of the CMI Entities that existed prior to the granting of the Initial Order (the "Outstanding Litigation Claims"). These Outstanding Litigation Claims have been referred to a Claims Officer. One of the Outstanding Litigation Claims has been resolved for voting and distribution purposes pending the exchange of appropriate settlement documentation. With respect to the remaining two Outstanding Litigation Claims, the Claims Officer has held a case conference call with counsel for the claimants, counsel for the CMI Entities and counsel for the Monitor in which litigation timetables have been established. Further case conference calls have also been scheduled.

17. The majority of the Outstanding Claims are Claims filed by either Representative Counsel or the CEP. Progress has been made in resolving certain Claims filed by Representative Counsel and the CEP. For example, both the CEP and Representative Counsel filed claims in respect of the terminal deficiency in the Global Communications Limited Retirement Plan for CH Employees (the "CH Plan") in the amounts of \$15,438,739 and \$10,244,733, respectively (collectively, the "Terminal Deficiency Claims"). In response, the CMI Entities brought a motion returnable March 4, 2010 (the "CH Plan Motion") seeking a declaration that the Terminal Deficiency Claims should be valued at zero on the basis that the plan sponsor of the CH Plan had no obligation to fund a terminal deficiency on the termination or wind-up of the CH Plan.

18. Prior to the return date of the CH Plan Motion, the CMI Entities, Representative Counsel and the CEP resolved the Terminal Deficiency Claims and the CH Plan Motion without adjudication subject to the completion of settlement documentation. The CH Plan Motion was adjourned *sine die*.

19. The CMI Entities continue to hold meetings with, and engage in discussions with, Representative Counsel and counsel for the CEP in an attempt to resolve the remaining Claims filed on behalf of the Retirees and the CEP.

(b) Approval of the Shaw Transaction Documents

20. As noted in the Initial Order Affidavit, under the Recapitalization Transaction, it was proposed, *inter alia*, that one or more Canadians will invest at least \$65 million in a Restructured Canwest Global.

21. In early November 2009, the CMI Entities, with the assistance of their financial advisor, RBC Capital Markets ("RBC") commenced a comprehensive equity investment solicitation process in order to identify the new investor(s). The equity investment solicitation process was conducted in two phases over the course of three months.

22. Ultimately, two formal offers were received by the January 27, 2010 deadline, one of which was from Shaw. It was the CMI Entities' view that the formal offer submitted by Shaw was the best overall offer received by the CMI Entities.

23. On February 11, 2010, on the recommendations of the Special Committee of Canwest Global and RBC, the board of directors of Canwest Global approved, subject to Court approval, the entering into of the Shaw Transaction Documents.

24. The details of the equity investment solicitation process and the Shaw Transaction Documents are more specifically set out in the Affidavit of Thomas C. Strike sworn February 12, 2010 (the "Strike Affidavit"), and unless relevant to the present motion, are not repeated herein. A copy of the Strike Affidavit (without exhibits) is attached as Exhibit "F" to this Affidavit.

25. Generally, the Shaw Transaction Documents contemplate that, rather than restructure Canwest Global as a public company, Canwest Global will become a private company whose shareholders will be comprised of Shaw and those 8% Senior Subordinated Noteholders and other participating creditors of Canwest Global that elect to receive equity shares of Restructured Canwest Global and that would hold at least 5% of the equity of Restructured Canwest Global following the completion of the Amended Recapitalization Transaction. Creditors that would hold less than 5% of the equity shares of Restructured Canwest Global upon completion of the Amended Recapitalization Transaction (the "Non-Participating

Creditors") and existing shareholders of Canwest Global will receive a cash payment (rather than equity shares of Restructured Canwest Global) as a compromise of their interests to be affected pursuant to the Plan. The amount of cash to be distributed to each Non-Participating Creditor will be equal to the value of the equity that they would otherwise have received under the Amended Recapitalization Transaction which uses the higher implied equity value contained in the Shaw Transaction Documents.

26. As the Subscription Agreement contemplates that Restructured Canwest Global will be a private company, as opposed to a publicly-traded entity (as was contemplated in the original Support Agreement and Restructuring Term Sheet), the CMI Entities and the members of the Ad Hoc Committee have entered into an Amended Support Agreement and an Amended Restructuring Term Sheet (the "Amended Support Agreement") in order to amend and restate a number of the terms of the Support Agreement and the Restructuring Term Sheet so that each will conform with the Subscription Agreement.

27. The obligations of Shaw and the Ad Hoc Committee to support the Amended Recapitalization Transaction are subject to the conditions set out in the support agreement dated February 11, 2010 (the "Shaw Support Agreement") between Shaw, Canwest Global and the 8% Senior Subordinated Noteholders party thereto (the "Consenting Noteholders"). The Shaw Support Agreement contains representations, warranties and covenants of Canwest Global, Shaw and the Consenting Noteholders, many of which are similar to those contained in the Amended Support Agreement. In particular, each of the Consenting Noteholders covenants to pursue, support and use its commercially reasonable efforts to complete the Amended Recapitalization Transaction and implement the Plan (as modified to reflect the contemplated equity subscription by Shaw and the contemplated private company transaction) in good faith and to do all things necessary and appropriate in furtherance of the Amended Recapitalization Transaction. Similarly, Shaw agrees to pursue, support and use its commercially reasonable efforts to complete the Amended Recapitalization Transaction and implement the Plan in good faith, as well as to perform all of its covenants under the Subscription Agreement.

28. The Shaw Support Agreement also formalizes the agreement between Shaw and the Consenting Noteholders with respect to the contemplated equity subscription by Shaw and its impact on the Recapitalization Transaction as it was originally contemplated under the Support

Agreement (to which Shaw is not a party). It also provides for the support by the Consenting Noteholders of Shaw's equity investment on the terms set out in the Subscription Agreement.

29. On February 19, 2010, Madam Justice Pepall made an Order approving the Shaw Transaction Documents and provided written reasons (the "Written Reasons") dated March 1, 2010. On March 9, 2010, GS Capital Partners VI Fund L.P., GSCP VI AA One Holding S.ar.l and GS VI AA One Parallel Holding S.ar.l (collectively, "GSCP") filed a notice of motion and factum (the "GSCP Leave factum") seeking leave to appeal from, *inter alia*, the Order of Madam Justice Pepall approving the Shaw Transaction Documents. On March 12, 2010, Catalyst Capital Group Inc. served a responding factum in support of GSCP's motion for leave to appeal. On March 17, 2010, the CMI Entities brought a motion to expedite (the "Motion to Expedite") GSCP's motion for leave to appeal, and, if leave is granted, the appeal, which is scheduled to be heard by a single judge of the Court of Appeal on March 24, 2010. In the Motion to Expedite, the CMI Entities are seeking an Order requiring GSCP to file its reply factum, if any, by March 29, 2010. On March 22, 2010, the CMI Entities and the Ad Hoc Committee served responding facta in opposition to the GSCP motion for leave to appeal. The Monitor also served a factum addressing certain factual statements made in the GSCP Leave Factum. A copy of the Written Reasons is attached as Exhibit "G" to this Affidavit.

(c) Milestone Dates

30. An extension of the Stay Period is required as the key dates with respect to the Amended Recapitalization Transaction arise after the current expiry of the Stay Period. Under the terms of the Shaw Transaction Documents, the Subscription Agreement will terminate in the event that the Amended Recapitalization Transaction is not completed on or before August 11, 2010 (or such later date as Shaw and Canwest Global may agree).

31. Under the terms of the Amended Support Agreement, creditor approval of the Plan shall have occurred by April 15, 2010, and the Plan shall have been implemented by no later than August 11, 2010 unless such dates are extended. The Use of Cash Collateral and Consent Agreement (as defined in the Initial Order Affidavit) has also been amended to conform with the new milestone dates.

32. Under the terms of the Amended Recapitalization Transaction, other matters that must be completed before August 11, 2010 include (i) the resolution of Outstanding Claims filed

pursuant to the Claims Procedure Order, (ii) the finalization of the Plan; (iii) the holding of a creditors' meeting; (iv) obtaining Court approval of the Plan; (v) obtaining CRTC approval pursuant to its standard public hearing process; and (vi) the preparation of all corporate documentation required to implement the Amended Recapitalization Transaction.

33. As described more fully in the Initial Order Affidavit, in May 2009 CMI entered into an agreement with CIT Business Credit Canada Inc. ("CIT") wherein CIT would provide a senior secured asset-based loan to CMI, which was converted into a debtor-in-possession financing arrangement for the CMI Entities upon the granting of the Initial Order (the "DIP Facility"). The DIP Facility sets out certain milestone dates, including the following:

- (a) On or before March 26, 2010, CMI shall have obtained the approval of the Plan from all of its requisite stakeholders;
- (b) On or before April 15, 2010, CMI shall have received a financing commitment, duly executed and delivered, satisfactory to the Agent (as defined in the DIP Facility) in its sole discretion, in an amount sufficient to enable CMI to permanently repay in full all Obligations (as defined in the DIP Facility) under the DIP Facility;
- (c) On or before April 15, 2010, CMI shall have received all requisite regulatory approvals for the Plan; and
- (d) On or before April 15, 2010, all amounts owing under the Credit (as defined in the DIP Facility) shall have been repaid in full.

34. The CMI Entities are currently in discussions with the Ad Hoc Committee and CIT with respect to extending certain of the milestone dates set out above.

35. Moreover, the decision of the Court of Appeal in respect of the motion for leave to appeal the Order of Madam Justice Pepall approving the Shaw Transaction Documents will, in all likelihood, not be made until after the expiration of the current Stay Period.

(d) Divestiture of Non-Core Assets

36. In the course of the Stay Period, the CMI Entities continue to work towards minimizing costs and realizing value for their assets by divesting themselves of non-core assets. To that end, the CMI Entities filed for and obtained approval to sell their corporate aircraft and the accessories and equipment related thereto (collectively, the "Corporate Aircraft") pursuant to an Order of Madam Justice Pepall dated March 4, 2010. The transaction with respect to the

Corporate Aircraft closed as of that same date. The disposition of the Corporate Aircraft allowed the CMI Entities to avoid incurring further fixed and operating costs that were associated with it.

(e) CEP Motion in respect of Severance Payments

37. In February 2010, the CEP brought a motion (the "Severance Motion") seeking immediate payment in full of severance amounts in respect of former unionized employees who received notices of layoff either prior to or after the date of the Initial Order with an effective date occurring after the date of the Initial Order and thus provided services to the CMI Entities after the date of the Initial Order. The Severance Motion was opposed by the CMI Entities and was heard on March 2, 2010 by Madam Justice Pepall. The CMI Entities and the CEP agreed to adjourn the aspect of the Severance Motion that pertained to hardships related to the severance amounts *sine die*. Madam Justice Pepall has reserved her decision regarding the Severance Motion.

(f) Ongoing Discussions with GSCP

38. The CMI Entities participated in a meeting on March 8, 2010 with GSCP, Shaw, the Ad Hoc Committee, and the Monitor to deal with issues concerning the Amended and Restated Shareholders Agreement concerning CW Investments Co. (the "CW Investments Shareholders Agreement"). The CMI Entities anticipate further negotiations concerning the CW Investments Shareholders Agreement.

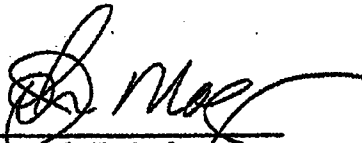
Conclusion

39. The CMI Entities have been proceeding with good faith and due diligence to complete a restructuring under the CCAA. It is my belief that it is appropriate to extend the Stay Period to June 15, 2010. Extending the Stay Period will allow the CMI Entities to continue to work towards the implementation of the Plan based on the Amended Recapitalization Transaction. An extension of the Stay Period will also allow the CMI Entities to continue to deal with creditor claims as required by the Claims Procedure Order, and to deal with other matters inherent in the proposed restructuring, all in consultation with the Monitor, with the objective of obtaining the best possible result for a restructuring for the benefit of all stakeholders. It is my understanding that the extension of the Stay Period to June 15, 2010 is supported by the CMI CRA, the Ad Hoc Committee, the Monitor, CIT and Shaw.

SWORN BEFORE ME at the City of
Winnipeg, in the Province of Manitoba,
on March 23, 2010.



Commissioner for Taking Affidavits



John E. Maguire

JANICE AUDREY ANDERSON
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA,
APPOINTMENT EXPIRES MAY 14, 2010.

Schedule "A"

Applicants

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers Ltd.
10. Canwest International Communications Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Western Communications Inc.
13. Canwest Finance Inc./Financiere Canwest Inc.
14. National Post Holdings Ltd.
15. Canwest International Management Inc.
16. Canwest International Distribution Limited
17. Canwest MediaWorks Turkish Holdings (Netherlands)
18. CGS International Holdings (Netherlands)
19. CGS Debenture Holding (Netherlands)
20. CGS Shareholding (Netherlands)
21. CGS NZ Radio Shareholding (Netherlands)
22. 4501063 Canada Inc.
23. 4501071 Canada Inc.
24. 30109, LLC
25. CanWest MediaWorks (US) Holdings Corp.


Schedule "B"

Partnerships

1. **Canwest Television Limited Partnership**
2. **Fox Sports World Canada Partnership**
3. **The National Post Company/La Publication National Post**

TAB L

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



Commissioner for Taking Affidavits



NEWS RELEASE

For Immediate Release
May 3, 2010

Restructured Canwest to become a wholly-owned subsidiary of Shaw

*Canwest, Shaw and the Ad Hoc Committee of 8% senior subordinated noteholders
amend terms of recapitalization transaction*

Shaw to purchase Goldman Sachs' interest in CW Media Group

WINNIPEG – Canwest Global Communications Corp. ("Canwest" or the "Company") announced today that agreements have been reached between Shaw Communications Inc. ("Shaw"), certain of the senior subordinated noteholders of Canwest Media Inc. ("CMI"), and Goldman Sachs Capital Partners and certain of its affiliates (together, the "Goldman Sachs Entities") that contemplate a purchase by Shaw of all of the shares of a restructured Canwest ("Restructured Canwest") upon completion of the proposed recapitalization transaction and a purchase by Shaw of all of the Goldman Sachs Entities' equity and voting interests in Canwest's subsidiary, CW Investments Co. (the "CW Media Group").

The Company, Shaw and the members of the ad hoc committee (the "Ad Hoc Committee") of holders of CMI's 8% senior subordinated notes (the "8% Noteholders") have amended the terms of the proposed recapitalization transaction involving Canwest, CMI and certain of CMI's subsidiaries (together, the "CMI Entities"). The amended terms of the recapitalization transaction were agreed to by the parties in conjunction with an agreement between Shaw and the Goldman Sachs Entities which provides for the purchase by Shaw of all of the Goldman Sachs Entities' equity and voting interests in the CW Media Group of specialty television channels. Shaw's purchase is a major step towards the implementation of the financial restructuring of the CMI Entities.

The amended recapitalization transaction contemplates a purchase by Shaw of all of the shares of Restructured Canwest, as part of the proposed recapitalization transaction. Approximately US\$440 million of the aggregate subscription price will be allocated to satisfy the claims of the 8% Noteholders against the CMI Entities. An additional \$38 million will be allocated to satisfy the claims of the CMI Entities' other unsecured creditors, subject to an increase for restructuring period claims in certain circumstances. The shares of Canwest held by existing shareholders will be extinguished without compensation.

The parties have executed amendments to the previously disclosed transaction agreements, being the subscription agreement between Canwest and Shaw, the related support agreement among Canwest, Shaw and members of the Ad Hoc Committee, as well as the support agreement and the use of cash collateral and consent agreement among the CMI Entities and members of the Ad Hoc Committee (together, the "Amendments"). The Amendments are the result of extensive arm's length negotiations between the parties.

Concurrently with the execution of the Amendments, Shaw has entered into agreements with the Goldman Sachs Entities pursuant to which Shaw will acquire the Goldman Sachs Entities' equity and voting interest in the CW Media Group for total cash consideration of \$700 million and has replaced the Goldman Sachs Entities as a party to the CW Media Group

shareholders agreement. Canwest, CMI, CW Media Group, Shaw and the Goldman Sachs Entities have also executed a mutual release with respect to the matters that have been the subject of litigation between the parties.

The implementation of the amended recapitalization transaction remains subject to the **satisfaction of a number of conditions in favour of Shaw, the Ad Hoc Committee and the Company**, including approval of the Ontario Superior Court of Justice (Commercial List) (the "Court") as well as creditor and certain regulatory approvals. Following successful completion of the recapitalization transaction, Canwest will be de-listed from the TSX Venture Exchange and will apply to cease to be a reporting issuer under Canadian securities laws. The Company has agreed to use commercially reasonable efforts to obtain a Court sanction order with respect to the recapitalization transaction by August 27, 2010. The Amendments contemplate that the proposed recapitalization transaction will be completed by no later than September 30, 2010.

Today's announcement relates only to Canwest's conventional and specialty television broadcasting assets. Canwest Limited Partnership and its affiliates, the Company's newspaper and online-publishing assets continues a separate *Companies' Creditors Arrangement Act* (Canada) restructuring procedure.

More information about the restructuring of the Company and the CMI Entities can be found at www.canwest.com and on the Monitor's website at <http://cfcanada.fticonsulting.com/cmi>.

Forward Looking Statements:

This news release contains certain forward-looking statements about the objectives, strategies, financial conditions, results of operations and businesses of Canwest. Statements that are not historical facts are forward-looking and are subject to important risks, uncertainties and assumptions. These statements are based on the Company's current expectations about our business and the markets in which the Company operate, and upon various estimates and assumptions. The results or events predicted in these forward-looking statements may differ materially from actual results or events if known or unknown risks, trends or uncertainties affect the Company's business, or if the Company's estimates or assumptions turn out to be inaccurate. As a result, there is no assurance that the circumstances described in any forward-looking statement will materialize. Significant and reasonably foreseeable factors that could cause the Company's results to differ materially from its current expectations are discussed in the section entitled "Risk Factors" contained in our Annual Information Form for the year ended August 31, 2009 dated November 26, 2009 filed by Canwest Global Communications Corp. with the Canadian securities commissions (available on SEDAR at www.sedar.com), as updated in its most recent Management's Discussion and Analysis for the three month and six months ended February 28, 2010. The Company disclaims any intention or obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.

About Canwest Global Communications Corp.

Canwest Global Communications Corp. (www.canwest.com), (TSX-V: CGS and CGS.A) is Canada's largest media company. In addition to owning the Global Television Network, operating 18 industry-leading specialty channels and having ownership in 5 specialty channels, Canwest is Canada's largest publisher of English language paid daily newspapers and owns and operates more than 80 online properties.

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NEWS RELEASE

**SHAW ANNOUNCES ACQUISITION OF A RESTRUCTURED CANWEST FOR
\$2.0 BILLION**

Calgary, Alberta (May 3, 2010) – Shaw Communications Inc. ("Shaw") announced today that it has entered into agreements to acquire for approximately \$2.0 billion, 100% of the over-the-air and specialty television businesses of Canwest Global Communications Corp. ("Canwest"), including all of the equity interests in CW Investments Co., the Canwest subsidiary that owns the specialty television channels acquired from Alliance Atlantis Communications Inc. in 2007 (the "CW Media Group") (the "Transaction"). The total consideration includes approximately \$815 million of net debt at CW Media Group. The remainder of the purchase price will be funded with cash on hand, which is currently in excess of \$700 million, and through Shaw's existing credit facility.

Previously Shaw had announced an agreement with Canwest and certain holders of Canwest's 8.0% senior subordinated notes (the "Noteholders"), represented by the Ad Hoc Committee, regarding a minimum 20% equity investment in a restructured Canwest. This agreement was approved by the Canwest Board and the Ontario Superior Court of Justice, but was subject to certain conditions, including the resolution of matters under the shareholders agreement with certain entities affiliated with Goldman Sachs Capital Partners (the "GS Entities") regarding Canwest's interest in CW Media Group. To resolve these issues, Shaw has entered into agreements pursuant to which Shaw will acquire the GS Entities' equity interest in CW Media Group for \$700 million.

"We are pleased to announce that we have come to an agreement with all constituent parties involved in a restructured Canwest, including Goldman Sachs, and are excited about the opportunity to acquire the entire company now. Over the last number of months we have conducted extensive negotiations with all parties and have met with management of Canwest several times. The recent restructuring initiatives undertaken by Canwest have positioned it as a pure play Canadian broadcaster and we are excited about this transformative transaction for Shaw as we believe the combination of content with our cable and satellite distribution network, and soon to be wireless service, will position us to be one of the leading entertainment and communications companies in Canada," said Jim Shaw, Chief Executive Officer and Vice Chair, Shaw Communications Inc.

"Canwest's broadcasting business is performing well and the purchase price represents a multiple of approximately 9.5x based on consolidated EBITDA", said Steve Wilson, Senior Vice President and Chief Financial Officer. "We have had positive discussions with the rating agencies and each will be issuing a separate release regarding the Transaction", said Mr. Wilson.

Under amended agreements entered into with Canwest and certain Noteholders, Canwest creditors will receive a total of \$478 million in cash in compromise of their debt and other claims against certain Canwest entities pursuant to a plan to be effected under the Companies' Creditors Arrangement Act (the "CCAA"). The CCAA plan remains subject to certain conditions, including Canwest creditor and Court approvals. The Transaction is also subject to regulatory approvals from the Canadian Radio-television and Telecommunications Commission ("CRTC") and the Competition Bureau.

Shaw will be holding a conference call to discuss the Transaction. Discussion materials will be posted on Shaw's website at www.shaw.ca and further details regarding the call will be issued in a separate release.

TD Securities Inc. acted as the financial advisor in connection with the Transaction and Davies Ward Phillips & Vineberg LLP provided legal advice.

Shaw Communications Inc. is a diversified communications company whose core business is providing broadband cable television, High-Speed Internet, Digital Phone, telecommunications services (through Shaw Business Solutions) and satellite direct-to-home services (through Shaw Direct). Shaw serves 3.4 million customers, including over 1.7 million Internet and 950,000 Digital Phone customers, through a reliable and extensive network, which comprises 625,000 kilometres of fibre. Shaw is traded on the Toronto and New York stock exchanges and is included in the S&P/TSX 60 Index (Symbol: TSX – SJR.B, NYSE – SJR).

Certain statements included in this news release concerning Canwest, the acquisition of Canwest and the benefits thereof for Shaw are forward-looking statements. Such forward-looking statements involve risks, uncertainties and other factors which may cause actual results, performance or achievements of Canwest or Shaw to be materially different from performance or achievements expressed or implied by such forward-looking statements. In making such statements we have assumed that required approvals of Canwest's creditors, the applicable courts, the CRTC and the Competition Bureau are received, and that other customary conditions to closing are met. The statements concerning the future performance of Canwest are based on its ability to maintain its recent cost reductions, its ability to execute on its business plans and broader economic conditions, including the demand for television advertising. Statements concerning the benefits to Shaw from acquiring Canwest are based on assumptions concerning Canwest's future performance and our ability to capitalize on opportunities that we have identified.

Certain measures included in this news release concerning Canwest, the acquisition of Canwest and the benefits thereof for Shaw are non-GAAP financial measures. EBITDA is not an earnings measure recognized by GAAP and does not have a standardized meanings prescribed by GAAP. Therefore, EBITDA may not be comparable to similar measures presented by other issuers. Investors are cautioned that EBITDA should not be construed as an alternative to net income as determined in accordance with GAAP. EBITDA equals net income (loss) before income taxes, other gains (losses), interest expense (net) and depreciation and amortization. We present EBITDA because we believe it is frequently used by securities analysts, investors and other interested parties in the evaluation of companies.

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