

Section 4.2 as the consideration paid by Transferee for the Accounts Receivable. CPI shall cause the Transferee to and each of the NP Partners shall file such elections forthwith after the execution thereof (and, in any event, with their respective Tax returns for the taxation year in which the Transaction occurs).

(2) As consideration for the Transferee undertaking all future obligations in connection with the Deferred Revenue, the Transferor shall pay the Transferee an amount equal to the Deferred Revenue and the Transferor and the Transferee shall jointly execute and file an election pursuant to subsection 20(24) of the Income Tax Act (Canada), and the corresponding provisions of any applicable provincial Tax legislation, in prescribed manner and within the prescribed time limits in respect of such amount paid.

Section 7.4 GST, QST

For greater certainty, CPI shall cause the Transferee to pay the Transferor an amount equal to the Transferor's "net tax" under the GST Act and the QST Act for the GST and QST reporting periods ending October 31, 2009 (the "Reporting Periods"). Alternatively, CPI shall cause the Transferee to pay (i) the "net tax" under the GST Act directly to the Canada Revenue Agency, and (ii) the "net tax" under the QST Act directly to Revenu Quebec. Such "net tax" amount shall be included in the Accounts Payable hereunder and shall be paid two (2) Business Days prior to the Transferor's filing deadline for the GST and QST returns for the Reporting Periods.

ARTICLE 8 – REPRESENTATIONS AND WARRANTIES

Section 8.1 Transferor's Representations

- (1) The Transferor represents and warrants to CPI as follows:
 - (a) **Existence** – The Transferor is a general partnership existing under the laws of Ontario. Each of the NP Partners is a corporation existing under the laws of its jurisdiction of incorporation and has the corporate power and capacity to own or lease its property and to carry on its business as now conducted in each jurisdiction in which it owns or leases property or carries on business.
 - (b) **Corporate Power and Due Authorization; Enforceability** – Subject to the issuance of the Approval and Vesting Order, the Transferor has the power and capacity through the NP Partners to enter into and perform its obligations under this Agreement. Subject to the issuance of the Approval and Vesting Order, this Agreement has been duly authorized, executed and delivered by each NP Partner and is a valid and binding obligation of each NP Partner that is enforceable against each in accordance with its terms, subject to the order of the CCAA Court dated October 6, 2009 and subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.
 - (c) **Transferred Assets** – Except for the Permitted Encumbrances and for any Transferred Assets owned by other CMI Entities as described on

Schedule 1.1(49), the NP Partners, as partners of the Transferor, are the legal and beneficial owners of the Transferred Assets, free and clear of all Encumbrances. The Transferred Assets together with, as applicable, assets which are already owned by CPI and/or Canwest LP, are all of the assets and undertaking necessary for the continued conduct of the Business after Closing in substantially the same manner as the Business was conducted by the Transferor prior to Closing.

- (d) **No Contravention** – Provided the Transferor Senior Lender Approval, the CPI Senior Lender Approval, the Approval and Vesting Order and the Material Consents are obtained, none of the entering into of this Agreement, the sale of the Transferred Assets, or the performance by the Transferor or the NP Partners of any of their other obligations under this Agreement will contravene, breach or result in any default under the Transferor's or the NP Partners' organizational documents or, under any material agreement, other legally binding instrument, licence, permit, statute, regulation, order, judgment, decree or Applicable Law to which the Transferor or the NP Partners is a party or by which the Transferor or the NP Partners may be bound.
- (e) **Compliance with Applicable Law** – The Business is being conducted in compliance in all material respects with all Applicable Laws.
- (f) **Liabilities** – Except for the Assumed Liabilities and the Liabilities of the Transferor listed in Section 3.2, there are no liabilities of the Transferor or of the NP Partners related to the Business of any kind whatsoever (whether accrued, absolute, contingent or otherwise).
- (g) **Contracts, Licenses, Collective Agreements** – Schedule 8.1(1)(g) sets forth a list of the Material Contracts that have not been listed on any other schedule. A complete and correct copy of each of the Material Contracts listed on Schedule 8.1(1)(g) together with any amendments has been provided to CPI. None of the NP Partners or the Transferor is in default under any Material Contracts listed on Schedule 8.1(1)(g) and none of the NP Partners or the Transferor is aware of any material breaches thereof by any other parties thereto except where such default or breach would not cause either individually or in the aggregate a material adverse effect on the Business. Without limiting the foregoing, none of the Transferor, or the NP Partners is a party to or bound by any collective bargaining agreement, labour contract, letter of understanding, memorandum of understanding, letter of intent, voluntary recognition agreement or other legally binding commitment to any labour union, trade union, employee association or similar entity in respect of any Employees or contractors rendering services to the Transferor, nor is any of them currently conducting negotiations with any labour union, trade union, employee association or similar entity and during the period of five years preceding the date of this Agreement there has been no attempt to organize, certify or establish any labour union, employee association or similar entity in relation to any of the employees of the Transferor, or any NP Partner.

- (h) **Real Property** – None of the Transferor, or the NP Partners has any right, title or interest in any real property, except for the real property leases set out on Schedule 8.1(1)(g).
- (i) **Intellectual Property** – Schedule 1.1(49) lists and contains a complete description of all patents, trademarks, trade names, trade mark applications and registrations, trade name registrations, domain names, service marks, designs, copyrights, copyright applications and registrations and industrial designs, domestic or foreign, and other intellectual property (i) which have been registered or for which applications have been filed on behalf of the Transferor; or (ii) which relate exclusively to the Business and have been registered or for which applications have been filed on behalf of Affiliates of the Transferor; and (iii) other than listed in Schedule 1.1(49), there is no such registered intellectual property which is material to the Business.
- (j) **Tangible Personal Property** – All Equipment which is material is located at 1450 Don Mills Road, Toronto, Ontario, except for racking and newspaper boxes at retail outlets located across Canada, 3 computer servers located at facilities in Winnipeg, Manitoba and racking and newspaper boxes held in storage in a third party warehouse in Mississauga, Ontario.
- (k) **Payments** – Since March 1, 2009, other than pursuant to the Existing Shared Services Agreements, the Transferor has not made any payments in respect of the Business to the CMI Entities except in accordance with the terms and conditions of any Contracts and Licences.
- (l) **No Litigation** – Except as set out on Schedule 8.1(1)(l), there is no material action, suit, proceeding, arbitration or, to the knowledge of the Transferor, any investigation by any person, nor any arbitration, administrative or other proceeding by or before any Governmental Authority or, to the knowledge of the Transferor, pending or threatened against or affecting the Transferor in connection with the Business or any of the Transferred Assets, except, in each case, (i) the CCAA Proceedings; and (ii) any action, suit, proceeding, arbitration or investigation that, if determined adversely to the Transferor, would not have, either individually or in the aggregate, a material adverse effect on the Business.
- (m) **Ordinary Course of Business and Material Adverse Change** – Since January 1, 2009, the Transferor has conducted the Business in the Ordinary Course of Business and there has not been any Material Adverse Change, in each case having regard to the Transferor's distressed financial condition. Without limiting the foregoing, since October 1, 2009 and except for the Stayed Payables, (i) the Transferor has paid its Accrued Expenses and Accounts Payable in accordance with its practice prior to the CCAA Proceedings and (ii) the Accrued Expenses and Accounts Payable are no more aged in aggregate than at September 30, 2009.
- (n) **Income tax Act** – Each NP Partner is not a non-resident of Canada under the *Income Tax Act* (Canada).

- (o) **Environmental** – Except as would not have a Material Adverse Change, there are no hazardous substances on, in or under any property or facilities, operated by the Business (except hazardous substances used in the Ordinary Course of the Business and which have been used, stored, handled, treated and disposed of in all material respects in accordance with all applicable environmental Applicable Law).
- (p) **Transferor's Pension and Benefit Plans** –
- (i) Schedule 8.1(1)(p) lists all of the Transferor's Pension Plans and Benefit Plans.
 - (ii) The Transferor has furnished and made available to CPI true and complete copies of the written texts of the Transferor's Pension Plan and of the funding agreements thereof, as amended to date, and where no written text exists, a written summary of the material terms thereof.
 - (iii) The Transferor's Pension Plan and the Transferor's Benefit Plans have been, registered (where required), invested and administered, in all material respects, in accordance with the terms thereof and with all Applicable Employee Laws.
 - (iv) The Transferor's Pension Plan may be assigned to the Transferee as contemplated in this Agreement, subject only to approvals required by Applicable Employee Laws.
 - (v) The Transferor's Pension Plan is not a multi-employer pension plan as defined under the provisions of Applicable Employee Laws.
 - (vi) All employee data necessary to administer each of the Transferor's Benefit Plans and the Transferor's Pension Plan is, to the knowledge of the Transferor, true and correct in all material respects.
 - (vii) To the knowledge of Transferor, there are no outstanding defaults or violations by any party to any Transferor's Benefit Plan or to the Transferor's Pension Plan and no taxes, penalties or fees are owing or exigible under the Transferor's Pension Plan.
 - (viii) All contributions or premiums required to be made by the Transferor to the Transferor's Pension Plan and the Transferor's Benefit Plans under the terms of each such plan or by any Applicable Employee Laws have been made.
 - (ix) The Transferor's Pension Plan, and any related trust or other funding medium thereunder, is not subject to any pending or, to the knowledge of Transferors, threatened or anticipated, investigation, examination or other proceeding, action or claim initiated by any Governmental Authority by any Employee or beneficiary covered under Transferor's Pension Plan, or

otherwise involving any such Transferor's Pension Plan or by any other party (other than routine claims for benefits).

- (x) As at the Closing Date, none of the Benefit Plans, other than the Pension Plans provides benefits to former employees or the beneficiaries or dependants of such former employees.

(2) CPI and the Transferee are informed and sophisticated parties, and have engaged expert financial advisors, experienced in the evaluation and purchase of property and assets such as the Transferred Assets and the Assumed Liabilities as contemplated hereunder. CPI and the Transferee have undertaken such investigations and have been provided with and have evaluated those documents and information as have been provided to them by the Transferor in relation to this Agreement. CPI and the Transferee ACKNOWLEDGE AND AGREE THAT THE BUSINESS AND THE TRANSFERRED ASSETS ARE SOLD "AS IS, WHERE IS", WITH ALL FAULTS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE BUSINESS OR THE TRANSFERRED ASSETS AND WITHOUT ANY RECOURSE TO THE TRANSFERORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES OR ADVISORS, OTHER THAN FOR FRAUD OR AS OTHERWISE EXPRESSLY PROVIDED HEREIN. CPI AND THE TRANSFEEE AGREE TO ACCEPT THE BUSINESS AND THE TRANSFERRED ASSETS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THEIR OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE TRANSFERORS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, no representation, warranty, term or condition, understanding or collateral agreement, whether statutory (including under the *Sale of Goods Act* (Ontario)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Transferor in this Agreement or in any instrument furnished in connection with this Agreement, as to title, outstanding liens, description, fitness for purpose, merchantability, quantity, condition, quality, value, suitability, durability, assignability or marketability thereof, or in respect of any other matter or thing whatsoever including the respective rights, titles and interests of the Transferors, if any, therein and wherever all or part of the Business or the Transferred Assets are situated, and all of the same are expressly excluded. Without limiting the generality of the foregoing, CPI and the Transferee acknowledge that none of the Transferors makes any representation or warranty with respect to: (i) any projections, estimates or budgets delivered to or made available to CPI or the Transferee of future revenues, future results of operations (or any component thereof), future collection of Accounts Receivable, future cash flows or future financial condition (or any component thereof) of the Transferred Assets, the Business or the future operations of the Business; or (ii) any other information or documents made available to CPI or the Transferee, accountants or advisors with respect to the Business or the Transferred Assets, in each case, except as expressly set forth in this Agreement.

Section 8.2 CPI's Representations

CPI represents and warrants to the Transferor that:

- (a) **Existence** – Each of CPI and the Transferee is a corporation validly existing and duly organized under the laws of its jurisdiction of incorporation and has the corporate power and capacity and is duly qualified to own or lease its property and to carry on its business as now conducted in each jurisdiction in which it owns or leases property or carries on business.
- (b) **Corporate Power and Due Authorization** – CPI has the corporate power and capacity to enter into and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by CPI and is a valid and binding obligation of CPI, enforceable against CPI in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.
- (c) **No Contravention** – None of the entering into of this Agreement, the purchase of the Transferred Assets, the payment of the Transfer Price/Transition Cost, or the performance by CPI of any of its other obligations under this Agreement or the performance by the Transferee of the acts and obligations to be performed by it under this Agreement will contravene, breach or result in any default under CPI's or the Transferee's organizational documents or, under any material agreement, other legally binding instrument, licence, permit, statute, regulation, order, judgment, decree or Applicable Law to which CPI or the Transferee is a party or by which CPI or the Transferee may be bound.
- (d) **Steering Committee Approval** – The Steering Committee has provided its written approval of the Transaction.
- (e) **Investment Canada** – Neither CPI nor the Transferee is a non-Canadian person as defined in the *Investment Canada Act*.
- (f) **No Breach of Representation and Warranty** – To the best of the knowledge of the Transferee, the Transferor is not in breach of any representation or warranty contained in Section 8.1. For purposes of the foregoing, "best of the knowledge of the Transferee" shall be understood to be made on the basis of the actual knowledge of Messrs. Doug Lamb and/or Dennis Skulsky, after diligent inquiry, of the relevant subject matter or on the basis of such knowledge of the relevant subject matter as such Persons would have had if they had conducted such diligent inquiry.

Section 8.3 No Survival of Representations and Warranties

The representations and warranties contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement shall not survive the Closing and shall merge as of Closing.

- (a) an order (the "Approval and Vesting Order") shall have been made by the CCAA Court approving this Agreement and the Transaction and vesting all the right, title and interest of:
- (i) the Transferor in the Transferred Assets held by it; and
 - (ii) the applicable title holder of the Transferred Assets listed on Schedule 1.1(49);

in each case, free and clear of all liens, security interests and other Encumbrances (including under section 146 of the *Workplace Safety and Insurance Act* (Ontario), or equivalent legislative provisions of other applicable jurisdictions), other than Permitted Encumbrances, upon the delivery of a certificate by the Monitor to the Transferee indicating that all matters to be completed prior to the consummation of the Transaction have been satisfied or waived, in a form to be agreed by the parties acting reasonably and which shall include an exemption of the transactions contemplated by this Agreement from the requirements of the *Bulk Sales Act* (Ontario);

- (b) as at the Closing Date, the Approval and Vesting Order shall not have been stayed, varied or vacated, and no order shall have been issued to restrain or prohibit the completion of the Transaction; and
- (c) as at the Closing Date, no action or proceedings shall be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

(2) The parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Transferor on the one hand and CPI on the other hand.

Section 10.2 Conditions – CPI

- (1) The obligation of CPI to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Time:
- (a) CPI shall have received CPI Senior Lender Approval;
 - (b) the Material Consents shall have been received;
 - (c) all representations and warranties of the Transferor contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
 - (d) no material loss of or material damage to the Transferred Assets shall have occurred on or before the Closing Date;
 - (e) the Assumed Liabilities Estimate shall not, in the aggregate, exceed the Maximum Amount by more than \$2 million;

ARTICLE 9 – COVENANTS

Section 9.1 Interim Period

- (1) The covenants of the Transferor in Section 9.1(2) shall be subject to the CCAA Proceedings and any orders by the CCAA Court.
- (2) During the Interim Period, unless consented to by CPI, the Transferor shall:
 - (a) carry on the Business in the Ordinary Course of Business and:
 - (i) perform its obligations under agreements, contracts and instruments related to or affecting the Business and the Transferred Assets and not agree to any material modification, amendment, waiver, termination or replacement of any of the Contracts and Licences; and
 - (ii) not enter into or assume any agreement, contract or commitment related to the Business, except (a) purchases of supplies and sales of Inventory in the Ordinary Course of Business; (b) advertising and subscription agreements or arrangements in the Ordinary Course of Business; and (c) agreements, contracts or commitments which, individually or in the aggregate, are not material to the Business, nor otherwise make any material change in the conduct of the Business;
 - (b) to the extent reasonably practicable having regard to the CCAA proceedings, preserve intact its present business organization, use all reasonable efforts to keep available the services of its present officers and the Employees and preserve its relationships with customers, suppliers and others having business dealings with it and take any and all such further actions reasonably requested by CPI to the end that the Business shall not be impaired in any material respect at the Closing Date and not sell, lease, transfer, assign, convey or otherwise dispose of any property or assets of the Business (other than sales of Inventory and collection of Accounts Receivable in the Ordinary Course of Business) and shall not commence any process to solicit expressions of interest, bids or offers for the Business or the assets of the Business;
 - (c) not make any payments to any of the CMI Entities or Canwest GP, Canwest LP, CPI or their subsidiaries except in accordance with the terms and conditions of the Existing Shared Services Agreements and past practice;
 - (d) give CPI and its consultants and advisors reasonable access to the Transferred Assets during regular business hours prior to the Closing Time for the purpose of enabling CPI to conduct such inspections of the Transferred Assets, and the premises, books, records, property and assets of the Transferor relating to the Business wherever they may be located, which right of access shall include the right to inspect and appraise such property and assets as CPI deems appropriate. Such inspection shall only be conducted during normal business hours in the presence of a representative of the Transferor or one of its designees, if so required at the discretion of the Transferor;

- (e) not solicit or encourage any inquiries or proposals or initiate discussions or negotiations with, or provide any information to any third party (other than in furtherance of this Agreement and the Transaction to Carwest LP, the Monitor or the advisors to the ad hoc committee of holders of 8% Senior Subordinated Notes issued by CMI or any of their respective advisors) concerning the acquisition of all or any part of the Business or the Transferred Assets; and
- (f) not (a) increase the compensation of any Employee or of any director, officer, consultant, contractor, agency employee or agent of the Business providing services to the Business; (b) improve the Transferor's Benefit Plans or Pension Plans in any manner, (c) pay to or for the benefit of, or agree to pay to or for the benefit of, any Employee or any director, officer, consultant, contractor, agency employee or agent of the Transferor providing services to the Business any pension or retirement allowance or other benefit not required by the Transferor's Benefit Plans or Pension Plans or contracts with Employees; or (d) commit to any new or renewed employee pension, disability, bonus, commission, deferred or incentive compensation, salary continuation, supplemental unemployment, termination or severance, profit sharing, share purchase, stock option, stock appreciation, phantom stock option, retirement, group insurance, hospitalization, death benefit, sick leave, holiday, vacation, overtime, medical, dental, health and welfare or other Employee benefit plan, agreement, policy, practice or other arrangement relating to the Business; nor will the Transferor amend, in any material respect, any of the arrangements referred to in this Section 9.1 now in existence to the extent they relate to the Business;

(3) on or before the date which is 1 Business Day before the Closing Date, the Transferor shall have provided to the Transferee a good faith estimate of the amount of the Assumed Liabilities contemplated by Section 3.1(1) through Section 3.1(4) (the "Assumed Liabilities Estimate"); provided that if the Transferee has not consented to (or has refused) the exclusion of any or all of the Stayed Payables requested in accordance with Section 3.3, the Transferor shall have the right to provide the Transferee with an amended Assumed Liabilities Estimate. For greater certainty, nothing in this Agreement shall be construed as limiting Transferor's ability to pay any Liabilities, including Stayed Payables.

Section 9.2 Publicity

Except as required by Applicable Law and except as disclosed in any filings made in connection with the CCAA Proceedings, none of the Transferor, CPI or the Transferee or any of their respective directors, officers, employees, Affiliates, partners, agents or representatives shall issue a press release or make any public statement regarding the Transaction without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 10 -- CONDITIONS

Section 10.1 Conditions -- Mutual

- (1) The obligations of the Transferor and CPI are subject to the conditions that:

- (f) with respect to Employees, (i) the Senior Executives shall have accepted the offer contemplated by Section 6.2(1); (ii) with respect to the Employees who received the offer contemplated by Section 6.2(1), not more than 10% shall have indicated to the Transferor or the Transferee that they do not intend to accept such offers; and (iii) any Transferred Employee who currently has an employment agreement with a party other than the Transferor shall have entered into a new employment agreement with the Transferee; and
 - (g) the Transferor shall have performed each of its obligations under this Agreement in all material respects to the extent required to be performed on or before the Closing Date provided that, for purposes of the condition contemplated by this Section 10.2(1)(g) only, the covenants of the Transferor in Section 9.1(2) shall not be subject to Section 9.1(1).
- (2) The foregoing conditions are for the exclusive benefit of CPI. Any of the foregoing conditions may be waived by CPI in whole or in part. Any such waiver shall be binding on CPI only if made in writing.

Section 10.3 Conditions - Transferor

- (1) The obligation of the Transferor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Closing Time:
- (a) the Transferor shall have received the Transferor Senior Lender Approval;
 - (b) the Assumed Liabilities Estimate shall not, in the aggregate, exceed the Maximum Amount;
 - (c) all representations and warranties of CPI contained in this Agreement shall be true as of the Closing Date in all material respects with the same effect as though made on and as of that date;
 - (d) CPI shall have performed each of its obligations under this Agreement in all material respects to the extent required to be performed on or before the Closing Date; and
 - (e) The confirmation and undertakings of the Senior Executives described in Section 6.2(1)(iii) shall have been delivered to the Transferor.
- (2) The foregoing conditions are for the exclusive benefit of the Transferor. Any of the foregoing conditions may be waived by the Transferor in whole or in part. Any such waiver shall be binding on the Transferor only if made in writing.

Section 10.4 Commercially Reasonable Efforts

Each of the Parties shall use commercially reasonable efforts to cause each of the conditions to be fulfilled or performed at or before the time specified for closing to the extent within the control of any of such Parties, respectively.

Section 10.5 Non-Satisfaction of Conditions

(1) If any condition set out in this Article 10 is not satisfied or performed prior to the time specified therefor, the party for whose benefit the condition is provided may:

- (a) waive compliance with the condition in whole or in part in its sole discretion by written notice to the other parties and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (b) elect, on written notice to the other parties, to terminate this Agreement before Closing; provided that the Parties obligations under Section 9.2 shall survive any such termination.

(2) If the Closing has not occurred on or before the Outside Date because a condition set out in this Article 10 is not satisfied or performed or waived prior to the Outside Date, the obligations of the Transferor on the one hand and CPI on the other hand pursuant to this Agreement shall be at an end (except the obligations of the Partners under Section 9.2) and this Agreement shall automatically be terminated with effect as of the Outside Date; provided that, if a Condition is not satisfied because a Party is in breach of this Agreement, then such Party shall remain liable in respect of such breach.

ARTICLE 11 – CLOSING

Section 11.1 Closing

The completion of the Transaction shall take place at the offices of Osler, Hoskin & Harcourt LLP, 1 First Canadian Place, Toronto, Ontario at the Closing Time or as otherwise determined by mutual agreement of the parties in writing.

Section 11.2 The Transferee's Deliveries on Closing

At or before the Closing Time, the CPI shall, or in the case of clauses (a), (b), (e), (d), (f) and (g) shall cause the Transferee to, execute and deliver the following, each of which shall be in form and substance satisfactory to the Transferor, acting reasonably:

- (a) payment of the balance of the Transfer Price/Transition Cost contemplated under Article 4;
- (b) an assignment agreement with respect to the assignment of any trademarks from each of the Transferor and/or any other applicable holder listed on Schedule 1.1(49);
- (c) appropriate exemption certificates, as required by Section 7.2;
- (d) an assumption agreement in respect of the Assumed Liabilities in favour of the Transferor;

- (e) a certificate dated as of the Closing Date, confirming that all of the representations and warranties of CPI contained in this Agreement are true and correct in all material respects as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (f) the Assignment and Assumption Agreement with respect to the transfer of the Transferor's Pension Plan, and all of the Transferor's rights, duties, obligations and liabilities with respect to the Transferor's Pension Plan, from the Transferor to the Transferee;
- (g) an acknowledgement dated as of the Closing Date, that each of the conditions precedent in Sections 10.2 and 10.1 of this Agreement have been fulfilled, performed, or waived by CPI as of the Closing Date; and
- (h) such further and other documentation as is referred to in this Agreement or as the Transferor may reasonably require to give effect to this Agreement.

Section 11.3 Transferor's Deliveries on Closing

At or before the Closing Time, the Transferor shall execute and deliver the following, each of which shall be in form and substance satisfactory to CPI, acting reasonably:

- (a) an assignment agreement with respect to the assignment of any trademarks from each of the Transferor and/or any other applicable holder listed on Schedule 1.1(49);
- (b) a certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Transferor contained in this Agreement are true and correct in all material respects as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (c) the Assignment and Assumption Agreement with respect to the transfer of the Transferor's Pension Plan, and all of the Transferor's rights, duties, obligations and liabilities with respect to the Transferor's Pension Plan, from the Transferor to the Transferee;
- (d) an acknowledgement dated as of the Closing Date, that each of the conditions precedent in Sections 10.3 and 10.1 of this Agreement have been fulfilled, performed, or waived by the Transferor as of the Closing Date; and
- (e) such further and other documentation as is referred to in this Agreement or as CPI may reasonably require to give effect to this Agreement.

Section 11.4 Access to Books and Records

CPI shall preserve or cause the Transferee to preserve, for a period of not less than six (6) years from the Closing Date, the Books and Records in good order and shall provide the Transferor or its representatives with reasonable access thereto during regular business hours,

and a right to make copies thereof, at the Transferor's expense. For the avoidance of doubt, the Transferor shall be entitled to keep copies of the Books and Records following Closing.

Section 11.5 Personal Information Privacy

CPI shall, and shall cause the Transferee to, at all times comply with all applicable protection of personal information legislation, federal or provincial, with respect to Personal Information disclosed or otherwise provided, including any access provided to such Personal Information by the Transferor under this Agreement. CPI shall, and shall ensure that the Transferee shall, only use or disclose such Personal Information for the purposes of reasonably investigating the affairs of the Business and completing the Transaction or, in the case of the Employees, offering employment to the Employees in accordance with this Agreement. CPI, and shall ensure that the Transferee, shall safeguard all Personal Information collected from the Transferor in a manner consistent with the degree of sensitivity of the Personal Information and, furthermore, maintain at all times the security and integrity of the Personal Information. CPI covenants and agrees, on behalf of itself and the Transferee, that it will not make any copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the Transaction is not completed for any reason, and that any and all Personal Information will be returned to the Transferor or destroyed upon the Transferor's request.

ARTICLE 12 – GENERAL

Section 12.1 Further Assurances

Each of the Parties shall, from time to time after the Closing Date, at the request and expense of the other, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such documents and further assurances as may be reasonably necessary to give effect to this Agreement.

Section 12.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered personally or transmitted by fax or email, as follows:

- (a) in the case of the Transferor:

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

Fax: 204.947.9841
Email: rleipsic@canwest.com; and
jmaguire@canwest.com

Attention: Mr. Richard Leipsic, Senior Vice President and General Counsel and
Mr. John Maguire, Chief Financial Officer

with a copy to:

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

Fax: 416.862.6666
dmarshall@osler.com

Attention: Doug Marshall

and;

(b) in the case of CPI:

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

Fax: 416.442.2135
Email: dlamb@canwest.com

Attention: Doug Lamb, Executive Vice President and Chief Financial Officer

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax or email before 5:00 p.m. on a Business Day, will be deemed to have been given on the Business Day, and if transmitted by fax or email after 5:00 p.m. on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

Section 12.3 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Transferor and CPI or by their respective solicitors.

Section 12.4 Amendment

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

Section 12.5 Waiver

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

Section 12.6 Remedies Cumulative

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

Section 12.7 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. CPI shall not assign the benefit of this Agreement without the prior written consent of the Transferor, except to the Transferee provided that (i) CPI owns all securities of Transferee and continues to do so until the Closing time; and (ii) CPI shall remain bound by this Agreement and any such assignment shall in no way release CPI from any of its obligations hereunder.

Section 12.8 Entire Agreement

This Agreement and the attached Schedules together with the Transition and Reorganization Agreement entered into by and between Canwest Global Communications Corp., Canwest Limited Partnership / Canwest Societe en Commandite, CMI, CPI, Canwest Television Limited Partnership, and the Transferor constitute the entire agreement between the parties with respect to the subject matter and supersede all prior negotiations and understandings. This Agreement may not be amended or modified in any respect except by written instrument executed by the parties.

Section 12.9 Paramountcy

If any provision of this Agreement conflicts with any provision of any other agreement, document or instrument executed or delivered by the Transferor and CPI in connection with the Transaction or this Agreement (other than the Transition and Reorganization Agreement referred to in Section 12.8) the relevant provision of this Agreement will prevail. And, in the event of any conflict or inconsistency between the provisions of this Agreement (and any other agreement, document or instrument executed or delivered by the Parties in connection with this Agreement) and the provisions of the Transition and Reorganization Agreement referred to in Section 12.8, the relevant provision of the Transition and Reorganization Agreement shall prevail to the extent of such conflict or inconsistency.

Section 12.10 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction shall not affect such provisions validity or enforceability in any other jurisdiction.

Section 12.11 Governing Law and Submission to Jurisdiction


This Agreement shall be governed by and construed in accordance with the Applicable Law of the Province of Ontario and the Applicable Law of Canada applicable therein and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Section 12.12 Counterparts and Facsimile

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or electronic transmission and such transmissions shall constitute delivery of an executed copy of this Agreement to the receiving Party.

DATED at Toronto, Ontario as of the date set out above.

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

By: 
Name: John E. Maguire
Title: Director


By: _____
Name: Richard M. Leipsic
Title: Director

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

By: _____
Name: Richard M. Leipsic
Title: President

By: _____
Name: Riva R. Richard
Title: Secretary

CANWEST PUBLISHING INC. /
PUBLICATIONS CANWEST INC.

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

By: _____
Name: Thomas C. Strike
Title: Vice-President

DATED at Toronto, Ontario as of the date set out above.

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

By: _____
Name: John E. Maguire
Title: Director

By: _____
Name: Richard M. Leipsic
Title: Director

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

By: _____
Name: Richard M. Leipsic
Title: President

By: _____
Name: Riva R. Richard
Title: Secretary

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

By: _____
Name: John E. Maguire
Title: Vice-President

By: _____
Name: Thomas C. Strike
Title: Vice-President

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

By:

Name: John E. Maguire
Title: Director

By:

Name: Richard M. Leipsic
Title: Director

**THE NATIONAL POST COMPANY /
PUBLICATION NATIONAL POST by
partner NATIONAL POST HOLDINGS**

By:

Name: Richard M. Leipsic
Title: President

By:

Name: Riva R. Richard
Title: Secretary

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

By:

Name: John E. Maguire
Title: Vice-President

By:

Name: Thomas C. Strike

DATED at Toronto, Ontario as of the date set out above.

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

By: _____
Name: John E. Maguire
Title: Director

By: _____
Name: Richard M. Leipsic
Title: Director

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

By: _____
Name: Richard M. Leipsic
Title: President

By: Richard
Name: Riva R. Richard
Title: Secretary

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

By: _____
Name: John E. Maguire
Title: Vice-President

By: _____
Name: Thomas C. Strike
Title: Vice-President

SCHEDULE 1.1(16) – BUSINESS

The activities of the National Post include, but are not limited to:

- Publishing a newspaper;
- Publishing Financial Post Business Magazine;
- Publishing Post Homes Magazine;
- Publishing Golf Magazine;
- Publishing Ski Magazine;
- Publishing a Holiday Gift Guide;
- Publishing Joint Venture and Special Report sections;
- Operating nationalpost.com and financialpost.com websites;
- Operating the online “Stock Market Challenge”;
- Sponsorship of major business programs including 50 Best Managed Companies, Entrepreneur of the Year, CEO of the Year;
- Running major business programs in partnership with others including Canadian General Counsel Awards (including Western General Counsel Awards);
- Sponsorship of numerous community programs;
- Sponsorship of industry and trade programs and events;
- Licensing use of content through Infomart and other relationships;
- Licensing rights to photos to third parties;
- Co-ordinating and running business events;
- Operating and licensing FPX, a homegrown stock index;

SCHEDULE 1.1(37) - EMPLOYEES

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

SCHEDULE 1.1(41) EXISTING SHARED SERVICES AGREEMENTS

Written Agreements

Canwest Media Inc. ("CMI") and Canwest Limited Partnership ("Canwest LP")

- 1. Executive Advisory Services Agreement dated October 13, 2005 between Canwest MediaWorks Inc. (now CMI) and Canwest MediaWorks (Canada) Inc. (now Canwest (Canada) Inc.) ("Canwest GP") for and on behalf of Canwest MediaWorks Limited Partnership (now Canwest LP)**

Services: Under the terms of the Executive Advisory Services Agreement, CMI provides, or causes its affiliates or third parties to provide, advisory services to Canwest LP from time to time, including advice regarding corporate development and strategic planning; capital allocation; financing; equity and debt holder relations; insurance and risk management; tax planning; and certain operational matters.

- 2. Partnership Services Agreement dated October 13, 2005 between CMI and Canwest GP for and on behalf of Canwest LP**

Services: Under the terms of the Partnership Services Agreement, CMI provides corporate and administrative services to Canwest LP, including legal (including securities law compliance, corporate records maintenance, contract management and corporate secretarial services); tax compliance and planning; treasury; investor and public relations; corporate development; internal audit; and certain financial reporting services. In addition, CMI provides advisory services on human resources management and capital asset management.

- 3. Sales Representation and Agency Services Agreement dated October 13, 2005 between CMI and Canwest GP for and on behalf of Canwest LP**

Services: Under the terms of the Sales Representation and Agency Services Agreement, CMI provides the publishing group, on an exclusive basis, with national sales representation and certain other related services through its Canwest Media Sales division.

- 4. CanWest Services Agreement dated October 13, 2005 between CMI and Canwest GP for and on behalf Canwest LP**

Services: Under the terms of the CanWest Services Agreement, Canwest LP provides business and administrative services from time to time to CMI. These services include the following: information technology and processing; human resources consulting; payroll services; accounting services; financial statement preparation; business planning; cash flow management; accounts receivable management; capital expenditure planning; pension, disability and other employee benefits administration; and website development and maintenance services. In addition to such business and administrative services, CMI may call upon Canwest LP to provide management services to CMI's broadcast or international operations from time to time, including advice regarding corporate development, corporate allocation, capital expenditure planning and other operational matters.

5. **Canwest Lease dated October 13, 2005 between CMI, as Tenant, and CanWest MediaWorks Publications Inc. (now "Canwest Publishing Inc.") ("CPI"), as Landlord.**

Premises and Rent: CPI and CMI have entered into a lease of space measuring, in the aggregate, approximately 25,501 square feet on the first, second and third floors of the building located at 1450 Don Mills Road, Don Mills, Ontario.

6. **National Post Affiliation and Support Services Agreement dated October 13, 2005 between The National Post Company ("NP") and Canwest GP for and on behalf of Canwest LP**

Services: Under the National Post Affiliation and Support Services Agreement, NP is entitled to receive management, administrative and support services from Canwest LP including the following: information technology and processing; human resources consulting; payroll services; accounting services; financial statement preparation; business planning; cash flow management; accounts receivable management; capital expenditure planning; pension, disability and other employee benefits administration; website development and maintenance services; and printing, distribution and circulation services. Canwest LP and NP also provide each other certain affiliation services in order that each may have the benefit of the other's editorial content, cost sharing initiatives and other affiliation initiatives on terms that are consistent with current practices. NP is part of the canada.com network and contributes editorial content to it. NP is provided with access to and provides content to CNS, FPinfomart and Canwest LP's other editorial services.

7. **National Post Lease dated October 13, 2005 between NP, as Tenant, and CPI, as Landlord.**

Premises and Rent: CPI and NP have entered into a lease of the space currently occupied by NP at 1450 Don Mills Road, Don Mills, Ontario.

8. **National Post Electronic Storage and Retrieval Agreement dated October 13, 2005 between NP and Canwest GP for and on behalf of Canwest LP**

Services: Under the National Post Electronic Storage and Retrieval Agreement, NP grants to Canwest LP a non-exclusive, world-wide right and license to offer and sublicense all news and editorial materials and photographs contained in the National Post newspaper and the NP's other publications in exchange for a monthly royalty and access to Canwest LP's InfomartServices.

9. **Affiliation Services Agreement dated October 13, 2005 between CMI and Canwest GP for and on behalf of Canwest LP**

Services: Under the Affiliation Services Agreement, Canwest LP and CMI provide each other certain affiliation services in order that each may have the benefit of the other's editorial content and engage in cost sharing initiatives and other affiliation initiatives.

10. **Trademarks License Agreement dated October 13, 2005 between Canwest Global Communications Corp. ("CGCC"), Canwest GP for and on behalf of Canwest LP, Canwest GP and Canwest MediaWorks Income Fund**

Services: Under the Trademark License Agreement, CGCC grants to Canwest LP and Canwest GP a non-exclusive, royalty-free, non-transferable license to use some or all of the Canwest trademarks in Canada and to sublicense the use of the Canwest trademarks to their subsidiaries engaged in the publishing business, all subject to the terms and conditions of the agreement.

11. Cooperation and Confidentiality Agreement dated October 13, 2005 between CGCC", CMI and Canwest GP for and on behalf of Canwest LP

Services: Under the Cooperation and Confidentiality Agreement, Canwest LP provides certain support and reporting services to the CanWest group, including making available senior officers and other key personnel to participate in investor relations functions; assisting in public relations and government relations initiatives; preparing and delivering information and reports required by the Canwest group for their own reporting and financial needs; assisting in the preparation of other documentation for the Canwest group, including regulatory and tax filings and prospectuses; providing access to documents required for audit, tax, regulatory, litigation or due diligence purposes; assisting the Canwest group in responding to regulatory and other governmental inquiries; providing information to the Canwest group in order to meet their continuous disclosure obligations; responding to inquiries; assisting the Canwest group in defending or prosecuting legal and other proceedings; cooperating with auditors and financial advisors of the Canwest group and providing such persons with information, preparation of reports and analyses; assisting in review of financial records; and providing certificates as the Canwest group may require to comply with their reporting requirements.

In addition, Canwest LP is required to establish and maintain appropriate systems of internal financial controls, securities trading restrictions and disclosure controls with respect to its employees, officers, and directors that are consistent with those in effect from time to time in the Canwest group; coordinate the release of information to the public as the Canwest group may request; and provide the Canwest group and its employees with access to the premises and documentation.

Canwest LP also provides monthly, quarterly and annual reports, weekly sales reports and certain other reports and information to the Canwest group.

12. Pension Plan Participation Agreement dated September 1, 2005 between CMI and CPI for the CanWest Publications Inc. Retirement Plan (the "Plan")

Services: CMI is confirmed as a participating employer under the Plan, and CPI provides administrative services for the Plan (including administrative services for participating CMI employees) as the "administrator" within the meaning of the Ontario Pension Benefits Act.

13. Pension Plan Participation Agreement dated January 1, 2006 between Canwest LP and CPI for the CanWest Publications Inc. Retirement Plan (the "Plan")

Services: Canwest LP is confirmed as a participating employer under the Plan, and CPI provides administrative services for the Plan (including administrative services for participating Canwest LP employees) as the "administrator" within the meaning of the Ontario Pension Benefits Act.

14. Pension Plan Participation Agreement dated January 1, 2006 between NP and CPI for the National Post Retirement Plan (the "Plan")

Services: CPI is confirmed as a participating employer under the Plan, and NP provides administrative services for the Plan (including administrative services for participating CPI employees) as the "administrator" within the meaning of the Ontario Pension Benefits Act.

15. Pension Plan Participation Agreement dated October 13, 2005 between Canwest LP and CMI for the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited (the "Plan")

Services: Canwest LP is confirmed as a participating employer under the Plan, and CMI provides administrative services for the Plan (including administrative services for participating Canwest LP employees) as the "administrator" within the meaning of the Federal Pension Benefits Standards Act.

16. Pension Plan Participation Agreement dated January 1, 2006 between Canwest LP and CMI for the Global Communications Limited Employees Pension Plan (the "Plan")

Services: Canwest LP is confirmed as a participating employer under the Plan, and CMI provides administrative services for the Plan (including administrative services for participating Canwest LP employees) as the "administrator" within the meaning of the Federal Pension Benefits Standards Act.

17. Insurance Premium Sharing Agreement dated October 13, 2005 between CMI and Canwest GP for and on behalf of Canwest LP

Services: Under the terms of the Insurance Premium Sharing Agreement, CMI extends the insurance coverage (including comprehensive general liability insurance, personal and property damage insurance, business interruption insurance and such other insurance coverage it deems advisable and prudent) that it negotiates and obtains for itself and its affiliates to Canwest LP, Canwest GP and its subsidiaries in return for the payment by Canwest LP of its proportionate share of insurance policy premiums attributable to such insurance coverage.

18. Broadcast Services Agreement dated January 1, 2009 between Canwest Television GP Inc. for and on behalf of Canwest Television Limited Partnership ("CTLP") and Canwest GP for and on behalf of Canwest LP

Services: Under the terms of the Broadcast Services Agreement, Canwest LP provides business and administrative services from time to time to CTLP. These services include the following: information technology and processing; human resources consulting; payroll services; accounting services; financial statement preparation; business planning; cash flow management; accounts receivable management; capital expenditure planning; pension, disability and other employee benefits administration; and website development and maintenance services.

19. Management and Administrative Services Agreement dated August 15, 2007 between CMI and CW Media Inc. ("CW Media")

Note: There is no direct contractual relationship between CW Media and Canwest LP. Canwest LP does, however, provide services indirectly to CW Media pursuant to the Management and Administrative Services Agreement between CMI and CW Media.

Services: Under the Management and Administrative Services Agreement, CMI has agreed to manage the business, affairs and operations of CW Media and its subsidiaries subject to the provisions of the Shareholders' Agreement between CMI and Goldman Sachs, and has the sole and exclusive control over all of our programming decision, including the selection of programs to be distributed and the terms of their distribution. The services to be provided by CMI (directly and indirectly through its service arrangements with Canwest LP) include the administration of the day-to-day operations including the maintenance of proper and complete records, the preparation of reports, conducting and coordinating relations with other persons including customers, suppliers, lawyers, auditors, technical consultants and other experts, obtaining or assisting in obtaining regulatory approvals, the management, administration, conservation, development, operation and disposal of properties and assets, arranging for necessary financing, providing for and arranging the payment of debts, liabilities and expenses and the execution of deeds, documents and instruments. CMI may also cause CW Media and its subsidiaries to provide services to the Canadian television operations of CMI.

Unwritten or Supplemental Agreements

20. Sales Representation and Agency Services Arrangement between NP and CPI

Services: Pursuant to arrangements established between CPI and NP in 2007, CPI provides NP with national sales representation and certain other related services, including accounts receivable management (billing, collection and account reconciliation), in exchange for a flat annual fee of \$200,000.

21. Employee Secondment and Cost Reimbursement Arrangements between CMI, CTLP, Canwest Television GP Inc. ("GP"), Canwest LP, CPI and NP

Services: Unwritten arrangements pursuant to which employees of one of Canwest LP, CPI, CMI, CTLP or NP (each, a "Canwest Entity") are seconded to another Canwest Entity in exchange for reimbursement by the second Canwest Entity of all employment costs relating to the employment of the seconded employees.

Note: Formal secondment arrangements were entered into in respect of a specified number employees on October 13, 2005 in connection with the establishment of the CanWest MediaWorks Income Fund. Since that time, similar unwritten arrangements have been accommodated between the Canwest Entities from time to time.

22. Accounts Receivable Management Arrangements between Canwest CMI, CTLP, GP, Canwest LP, CPI and NP

Services: In accordance with the Canwest Services Agreement, the Canwest Television Limited Partnership Services Agreement, the National Post Affiliation and Support Services Agreement and the Management and Administrative Services Agreement noted above, Canwest LP provides interactive services, including sales representation services for online advertising, to CMI, CTLP and NP and, indirectly, to CW Media. As a consequence of providing those online sales representation services, Canwest LP routinely bills and collects online advertising revenues on behalf of, and remits revenues to, CMI, CTLP, NP or CW Media, as applicable.

Similarly, in accordance with those same agreements, Canwest LP provides accounts receivable management, including billing, collection and account reconciliations, generally, to CMI, CTLP and NP and, indirectly, to CW Media. As a consequence of providing those accounts receivable management services, Canwest LP routinely collects advertising revenues on behalf of, and remits advertising revenues to, CMI, CTLP, NP or CW Media, as applicable, whether as a consequence of integrated sales initiatives or otherwise.

23. Centralized Procurement Arrangements between CMI, CTLP, GP, Canwest LP, CPI, NP

Services: Company-wide procurement services are coordinated centrally through dedicated procurement officers employed by Canwest LP. Pursuant to these arrangements, one of the Canwest Entities will enter into a supply agreement with a third party service provider (Federal Express, Purolator, Air Canada) for the benefit of multiple Canwest Entities. In accordance with the Partnership Services Agreement, the Canwest Services Agreement, the Canwest Television Limited Partnership Services Agreement, the National Post Affiliation and Support Services Agreement and the CW Media Management and Administrative Services Agreement noted above, shared expenses are broken down by the supplier and attributed to each of the Canwest Entities to the extent possible. Where such breakdowns are not reasonably obtainable, the costs of these shared procurement services are allocated internally among the Canwest Entities on a reasonable basis as between the Canwest Entities in a manner consistent with current practices.

24. Additional Unwritten Agreements

- Payments to Canwest Publishing Sales for Vancouver office rent, supplies and telephone.
- Payment to Canwest News Service for Ottawa office rent and telephone.

SCHEDULE 1.1(49) – INTELLECTUAL PROPERTY

Business Names

[REDACTED]			
Financial Post	110917788	Ontario	Aug 29, 2006
Financial Post Data Group	110917796	Ontario	Aug 29, 2006
Les Publications Financial Post	110917804	Ontario	Aug 29, 2006
National Post	130845	Prince Edward Island	Nov 14, 2009
Post	110917812	Ontario	Aug 29, 2006
The Financial Post	110917770	Ontario	Aug 29, 2006
The Financial Post Company	110917762	Ontario	Aug 29, 2006
The Financial Post Company/Les Publications Financial	110917812	Ontario	Aug 29, 2006
The National Post Company/La Publication National Post	26508	Prince Edward Island	Dec 1, 2010
The National Post Company/La Publication National Post	3349852692	Quebec	Jun 15, 2010
The National Post Company/La Publication National Post	120563382	Ontario	Jun 17, 2012
The National Post Company/La Publication National Post	3025599	Nova Scotia	Dec 31, 2009
The National Post Company/La Publication National Post	349737	New Brunswick	Jun 2, 2010
The National Post Company/La Publication National Post	251227-98	British Columbia	
The National Post Company/La Publication National Post	PT8049322	Alberta	
The National Post Company/La Publication National Post	101013697	Saskatchewan	Oct 31, 2012

Trademarks

CANADA'S BUSINESS VOICE	Wares Services	Registered	Canada	The National Post Company	724956	438094
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DATA-SPEED	Services	Registered	Canada	The National Post Company	482695	273736
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DECISION MAKER	Wares	Registered	Canada	The National Post Company	720575	442270
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FINANCIAL POST INVESTMENT REPORTS	Wares Services	Registered	Canada	Canwest Global Communications Corp.	719226	431471
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FINANCIAL POST TRADING DESK	Services	Pending	Canada	Canwest Global Communications Corp.	1344908	
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FP ANALYST	Wares Services	Registered	Canada	Canwest Global Communications Corp.	769106	454375
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FP CORPORATE ANALYZER	Wares Services	Registered	Canada	Canwest Global Communications Corp.	1013400	550773
FP CORPORATE PROFILER	Wares Services	Registered	Canada	Canwest Global Communications Corp.	1013399	605755



FP ONLINE	Wares	Registered	Canada	Canwest Global Communications Corp.	576576	343353
FP TELEVISION	Services	Allowed	Canada	Canwest Global Communications Corp.	1330936	
FP Trading Desk	Services	Allowed	Canada	Canwest Global Communications Corp.	1344906	
FP TV	Services	Allowed	Canada	Canwest Global Communications Corp.	1331211	
FPX	Wares	Registered	Canada	The National Post Company	823106	499943
FULL COMMENT	Services	Allowed	Canada	Canwest Global Communications Corp.	1344901	
INFOPOST	Wares	Registered	Canada	The National Post Company	451317	257626



MONEY WISE	Services	Registered	Canada	The National Post Company	1122217	621144
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NATIONAL POST	Wares	Registered	Canada	The National Post Company	876463	528677
NATIONAL POST. A BETTER READ.	Wares Services	Registered	Canada	The National Post Company	1257028	727619
POSTED	Services	Registered	Canada	Canwest Global Communications Corp.	1348674	735847
SMART FUNDS	Wares	Registered	Canada	The National Post Company	790411	533625
THE FINANCIAL POST	Wares Services	Registered	Canada	Canwest Global Communications Corp.	353737	191246
THE NEWS. YOU HAVE OUR WORD ON IT.	Wares Services	Registered	Canada	The National Post Company	1085297	584665
THE WEALTHY BOOMER	Wares Services	Allowed	Canada	Canwest Global Communications Corp.	1361448	
TRAVEL POST	Wares	Registered	Canada	The National Post Company	460453	262763

Domain Names

[REDACTED]

clubnationalpost	.com
nationalpost	.ca
nationalpost	.com
nationalpost	.mobi
nationalpostbusiness	.com
nationalpostonline	.ca
nationalpostonline	.com
nationalpostreaderforum	.com
thenationalpost	.ca
financialpost	.com
financialpostbusiness	.ca
financialpostbusiness	.com
financialpostmagazine	.ca
financialpostmagazine	.com
financialposttelevision	.ca
financialposttelevision	.com
financialposttelevision	.net
Theampersand	.ca
Fullcomment	.ca
Fullcomment	.com
Thewealthyboomer	.net
clubpost	.ca



fp100	.ca
fpadvisor	.ca
fpbusiness	.ca
fpinfomart	.ca
fpinfomart	.com
fpintelligence	.ca
fpintelligence	.com
fpmagazine	.ca
fpposted	.ca
fpposted	.com
fpstockchallenge	.ca
fpstockchallenge	.com
fpstockchallenge	.net
fpstockchallenge	.org
fpstockmarket	.ca
fpstockmarket	.com
fpstockmarket	.net
fpstockmarket	.org
fpstockmarketchallenge	.ca
fpstockmarketchallenge	.net
fpstockmarketchallenge	.org
fpstockstar	.com
fp television	.ca
fp television	.net

[REDACTED]

fptradingdesk	.ca
fptradingdesk	.com
fpviewpoint	.ca
fpviewpoint	.com
npprivileges	.ca
npprivileges	.com
postedtoronto	.ca
postedtoronto	.com
postpartnerships	.com
postprivileges	.com
postpriviliges	.com
postpublications	.com
wealthyboomer	.ca
wealthyboomer	.net

SCHEDULE 1.1 (54) – MATERIAL CONSENTS

1. Consent from Inform Technologies LLC in respect of the assignment of the License Agreement between Inform Technologies LLC and the National Post Company, commencing on December 11, 2006 for the enhancement of National Post content by Inform Technologies LLC and a license to display such content on its website.
2. Consent from Toronto Star Newspapers Limited in respect of the Shipping and logistics agreement dated April 9, 2007 in respect of provision of trucking and logistic services to the National Post Company including receiving, trucking, handling, advanced shipment of magazine top-loads, purchase of storage and materials, bills of lading and emergency/rush/hot/delivery services.

SCHEDULE 1.1(67) - PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means:


1. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, other agreements, building and other restrictions, easements, servitudes, rights of way and licences which do not in the aggregate materially adversely affect the use or value of the Transferred Assets affected thereby and provided the same have been complied with in all material respects to the Closing Date including the posting of any required security for performance of obligations thereunder.
2. Defects or irregularities in title to any real property which are of a minor nature and do not materially adversely affect the use or value of such real property affected thereby and provided the same have been complied with in all material respects to the Closing Date.
3. Inchoate statutory liens for Taxes, assessments, governmental or utility charges or levies not at due as at the Closing Date or that are being contested in good faith by appropriate proceedings, to the extent they are related to the Assumed Liabilities.
4. Statutory liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, repairmen and other Encumbrances imposed by Law for amounts not yet due, or that are being contested in good faith by appropriate proceedings, to the extent they are related to the Assumed Liabilities.
5. Any privilege in favour of any lessor, licensor or permitter for rent to become due or for other obligations or acts, the performance of which is required under Contracts, so long as the payment of such or the performance of such other obligation or act is not delinquent and provided that such liens or privileges do not materially adversely affect the use or value of the Transferred Assets affected thereby.
6. All Encumbrances affecting a landlord's freehold interest in any leased real property.
7. Encumbrances incurred or deposits made to a Governmental Authority in connection with a governmental authorization, registration, filing, license, permit or approval.
8. Encumbrances incurred or deposits made in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance or other types of social security, to the extent they are related to the Assumed Liabilities.

SCHEDULE 4.2 – ALLOCATION OF PURCHASE PRICE FOR TAX PURPOSES

Promptly following Closing, the Transferor shall prepare a statement (the "Draft Closing Date Statement") of all the Transferred Assets, Accrued Expenses, Accounts Payable, Print Payables, Accrued Salaries and Deferred Revenue as at the Closing Date. The Draft Closing Date Statement shall also set out the October Funding Amount.

The Closing Date Statement shall be delivered to the Transferee for the Transferee's review and consideration and the Transferee and the Transferor shall co-operate in preparing a final statement (the "Final Closing Date Statement") of all the Transferred Assets, Accrued Expenses, Accounts Payable, Print Payables, Accrued Salaries and Deferred Revenue as at the Closing Date and the October Funding Amount.

Once the Final Closing Date Statement has been prepared, the Transferor and the Transferee shall jointly prepare an allocation of the Transfer Price/Transition Cost in accordance with the following:

	
Accounts Receivable	Amount reflected on the Final Closing Date Statement
Prepaid Expenses	Amount reflected on the Final Closing Date Statement
Inventory	Amount reflected on the Final Closing Date Statement
Print Receivables	Amount reflected on the Final Closing Date Statement
Equipment	An amount equal to the aggregate fair market value of all Equipment, provided that if the Transferor and the Transferee cannot agree on the fair market value of a particular piece of Equipment, acting reasonably, the fair market value shall be deemed to be the net book value of such piece of Equipment
Intellectual Property	An amount equal to the aggregate fair market value of all Intellectual Property, provided that if the Transferor and the Transferee cannot agree on the fair market value of a particular item of Intellectual Property, acting reasonably, the fair market value shall be deemed to be the net book value of such item of Intellectual Property

Goodwill (including the Contracts and Licences and Books and Records) An amount equal to the excess of the Purchase Price over the amounts allocated above.

SCHEDULE 6.7 – ESTIMATED POST RETIREMENT BENEFITS STATEMENT

The estimated benefit obligations of the National Post self insured non-pension benefits as at August 31, 2009 are as follows:

	2009	2008	2007
Estimated benefit obligations	990,400	789,900	1,780,300
Unrecognized net actuarial gains	95,400	21,600	117,000
Unrecognized net actuarial losses	19,300	(1,800)	17,500

SCHEDULE 8.1(1)(G) – MATERIAL CONTRACTS

1. Lease agreement between 808 – 4th Avenue SW Leaseholds Inc. as successor to United Place Inc., and the National Post Company, dated October 2, 2002 and extended on September 18, 2007, in respect of certain premises at 808 – 4th Avenue SW, Calgary, Alberta.
2. Parking License between United Place Inc. and the National Post Company dated October 2, 2002, in respect of certain parking stalls located at 808 – 4th Avenue SW, Calgary Alberta.
3. Lease agreement between Canwest Mediaworks Publications Inc. and the National Post Company, dated October 13, 2005, in respect of certain premises located at 1450 Don Mills Road, Toronto, Ontario.
4. Contract between Reuters America LLC and the National Post Company dated April 1, 2007, for the co-branding of a Reuters hosted website.
5. Contract between Forbes.com LLC and the National Post Company, dated April 11, 2008, in respect of an “As is” content license.
6. Contract between Inform Technologies LLC and the National Post Company, dated December 11, 2006, in respect of the enhancement of National Post content and a license to display such content online.
7. Contract between Factiva Limited and the National Post Company, effective as of March 1, 2003, and as amended September 21, 2004, April 18, 2008, November 19, 2008, and March 19, 2009, in respect of a subscription for global news and business information services.
8. Contract between Sun Media Corp. and the National Post Company, effective as of September 1, 2009, in respect of newspaper delivery services.
9. Contract between ZSA Legal Recruitment and the National Post Company, dated July 15, 2005, in respect of the apportionment of proceeds and expenses from various co-branded events.
10. Contract between Neutron Media Inc., doing business as Stock-Track Canada, and the National Post Company dated September 1, 2008, in respect of the development, operation and promotion of a stock portfolio simulation contest.
11. Contract between Toronto Star Newspapers Limited and the National Post Company, dated January 4, 2002, as amended on March 10, 2009, in respect of printing services.
12. Contract between Breakingviews Ltd. and the National Post Company, dated July 27, 2009, in respect of the provision of certain articles and online advertising inventory.
13. Contract between Tobmar Investments Inc. and the National Post Company dated February 11, 2008 whereby Tobmar distributed and promotes the National Post at its

- Gateway retail locations through shelf positioning of the newspapers, various signage and promotional programs.
14. Contract between the Canadian Broadcasting Corporation and the National Post Company, dated September 2, 2009, granting the Canadian Broadcasting Corporation a license for the online delivery of certain Financial Post content.
 15. Contract between the Canadian Broadcasting Corporation and the National Post Company, dated September 2, 2009, granting the National Post Company a license for the online delivery of certain Canadian Broadcasting Corporation sports content.
 16. Contract between Bloomberg LP and the National Post Company, dated August 14, 1998 in respect of Bloomberg service software, data and equipment.
 17. Publishers agreement between Dow Jones & Company, Inc. and the National Post Company, dated June 1, 2006 in respect of news services.
 18. Contract between Goowy Media Inc. and the National Post Company, dated October 15, 2007 in respect of the collaboration on the development of widgets for the National Post website.
 19. Contract between PA Group Sportsticker, Inc. and the National Post Company, dated January 16, 2008 in respect of webpage development and hosting services.
 20. Contract between Barb Morrissey, FLS, and the National Post Company, dated August 1, 2005 in respect of newspaper distribution services.
 21. Contract between Toronto Sun, a division of Sun Media Corp. ("Sun") and the National Post Company, dated September 1, 2009 in respect of newspaper distribution services.
 22. Contract between Dynamex Canada Corp. and the National Post Company, dated January 3, 2005 in respect of transportation services.
 23. Contract between Sun Media Corp. and the National Post Company, dated October 1, 2009 in respect of news paper distribution services.
 24. Contract between ZSA Legal Recruitment and the National Post Company, dated July 15, 2005 in respect of the organization and promotion of co-branded annual General Counsel Awards.
 25. Contract between Visa Canada Corporation and the National Post Company, dated January 1, 2009 in respect of the participation of the National Post in the visaperks.ca program.
 26. Contract between Showwcorp Inc. and the National Post Company, dated in respect of sales commissions.
 27. Contract between Questrade Inc. and the National Post Company, dated July 2, 2009, in respect of a mutual sponsorship arrangement.

28. Contract between PMB Print Measures Bureau and the National Post Company, dated September 18, 2009 in respect of the initial publication website measurement.
29. Contract between Newsworthy Ink a division of Leston Paralegal Services Limited and the National Post Company, dated May 26, 2009, in respect of Newsworthy Ink acting as the National Posts agent in respect of the acquisition of N.I.E. digital subscriptions.
30. Contract between the Golf Association of Ontario and the National Post Company dated June 11, 2009 in respect of a subscription offer arrangement.
31. Contract between Classifieds Plus, Inc. and the National Post Company dated February 7, 2008 in respect of employment liner calls.
32. Contract between Canadian Automobile Association, Alberta Motor Association, CAA Manitoba, CAA South Central Ontario, CAA North & East and CAA Niagara and the National Post Company, dated October 20, 2008, in respect of a marketing arrangement.
33. Contract between NADbank Inc. and the National Post, dated December 18, 2008 in respect of the Nadbank 2009 study.
34. Contract between Toronto Star Newspapers Limited and the National Post Company dated April 9, 2007, for trucking and logistic services.

SCHEDULE 8.1(1)(L) – LITIGATION

Ongoing Litigation

1. Derryn Shrosbree has brought litigation against Sun Media Corporation, carrying on business as the Financial Post for negligent misrepresentation relating to an article published in the Financial Post.
2. Richard Warman has brought litigation against the National Post for defamation relating to an internet posting by Kelly McParland on nationalpost.com on November 20, 2009.
3. Arthur Kent has brought litigation against the National Post for defamation relating to an article by Don Martin first published in the Calgary Herald on February 13, 2008.
4. Richard Warman has brought litigation against the National Post for defamation relating to an article published on February 19, 2008 in the National Post.
5. Jeffrey Philip Viater has brought litigation against the National Post for defamation relating to reports concerning the Plaintiff's billing to the Attorney General's Office published in the National Post and online at canada.com.
6. Bettina and Leonardo Rizzuto have brought litigation against the National Post for defamation relating to an article published in the National Post on August 3, 2006.
7. James Hoggan has brought litigation against the National Post for defamation relating to articles by Terence Corcoran appearing in the National Post on September 16 and November 16, 2006.
8. Robert Wood has brought litigation against the National Post, amongst others, for defamation relating to a June 16, 2005 article published in the National Post.
9. The Christian Churches of God, World Conference and the Christian Churches of God, Canada have brought litigation against the National Post for defamation relating to a July 12, 2004 editorial in the National Post.
10. Douglas Erkkila has brought litigation against the National Post for defamation relating to a September 1, 2001 article in Saturday Night Magazine.
11. William McCormack has brought litigation against the National Post for defamation relating to a January 28, 1999 article appearing in the National Post.
12. Jill and Michael Hensen have brought litigation against the National Post for damages resulting from a fall suffered by Jill Hensen allegedly involving a newspaper tie in the parking lot of a 7-eleven store in London, Ontario.

Current Litigation Involving Former Employees

1. Peter Morton has brought an action for wrongful dismissal against the National Post Company for \$608,793.33 plus legal costs.

Notices of Potential Litigation Involving the National Post

1. National Photo Group, LLC has given notice to the National Post of its intention to bring an action for copyright infringement relating to the unauthorized use of its copyrighted photo of Michael Jackson on June 26, 2009.
2. Warren Kinsella has given notice to the National Post of his intention to bring an action for defamation relating to comments about him made in a June 2009 blog piece.
3. Warren Kinsella has given notice to the National Post of his intention to bring an action for defamation relating to an article posted on nationalpost.com on December 11, 2008.
4. Krestin, Jonathan, Butcher, Burns Solicitors has given notice to the National Post of its intention to bring an action for defamation relating to an article published on PF Online on December 9, 2008.
5. James Wakeford has given notice to the National Post of his intention to bring an action for defamation relating to the January 14, 2008 publication of his photograph in an article relating to medical marijuana.
6. Dr. Joel Freeman has given notice to the National Post of his intention to bring an action for defamation relating to comments in a January 30, 2008 Ottawa Citizen article.

SCHEDULE 8.1(1)(P) – SELLER'S PENSION AND BENEFIT PLANS

Pension Plans

1. National Post Retirement Plan, Financial Services Commission of Ontario Registration Number 1075928.
2. Canwest Publications Inc. Retirement Plan, Financial Services Commission of Ontario Registration Number 1077049.

Participation Agreements related to Pension Plans


1. Canwest Media Inc. is a participating employer in the National Post Retirement Plan pursuant to a Pension Plan Participation Agreement between Canwest Media Inc. and The National Post Company effective September 1, 2005.
2. Canwest Publishing Inc. is a participating employer in the National Post Retirement Plan pursuant to a Pension Plan Participation Agreement between Canwest Mediaworks Publications Inc. and The National Post Company effective January 1, 2006.

Benefits Plans

1. The National Post Company Hospital and Major Medical Plan, Manulife Financial Contract Number ASO 84335-B.
2. The National Post Company Dental Plan, Manulife Financial Contract Number ASO 84336-B.
3. The National Post Company Group Benefits Policy for Life, Accidental Death & Dismemberment, Dependent Life and Manu-assist, Manulife Financial Policy Number GL & GH 39093-B.
4. The National Post Company Group Benefits Policy for Employee Optional Life, Spousal Optional Life and Dependent Optional Life, Manulife Financial Policy Number GL 39094-B.
5. The National Post Company Group Benefits Policy for Voluntary Accidental Death & Dismemberment, Manulife Financial Policy Number GH 39095-B.
6. The National Post Company Group Benefits Policy for Travel Accident (Accidental Death & Dismemberment), Manulife Financial Policy Number GH 39096-B.
7. The National Post Company Group Benefits Policy for Long Term Disability, Manulife Financial Policy Number GH 39097-B.
8. The National Post Company Group Benefits Policy for Optional Long Term Disability, Manulife Financial Policy Number GH 39098-B.

Additional Seller Employment Policies

1. National Post employees are entitled to vacation subject to the following table:

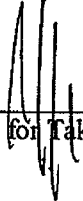


Less than 1 year	1.25 days/month
1 to 5 years	3 weeks
6 to 10 years	4 weeks
11 to 20 years	5 weeks
21 years and beyond	6 weeks

2. Upon satisfactory proof of condition requiring leave, National Post employees are entitled to six-months of paid leave before eligibility of Long-term Disability will be assessed under the National Post Group Benefits Policy for Long Term Disability.
3. National Post employees are entitled to have their Government parental leave benefits topped up to 80% of their salary for a term of 15 weeks beginning on the third week of leave.
4. National Post employees are entitled to two bereavement days upon the death of a parent, spouse or child, and one paid vacation day to attend the funeral of an extended family member or associate.
5. National Post employees are entitled to two personal days per annum for personal reasons which do not carry-over and may only be used after all outstanding vacation days.
6. National Post employees are entitled to the following statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day, and Boxing Day.

T A B L E

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



Commissioner for Taking Affidavits

OMNIBUS TRANSITION AND REORGANIZATION AGREEMENT

between

CANWEST GLOBAL COMMUNICATIONS CORP.,

CANWEST MEDIA INC.,

CANWEST TELEVISION LIMITED PARTNERSHIP,

THE NATIONAL POST COMPANY,

**CANWEST LIMITED PARTNERSHIP / CANWEST
SOCIETE EN COMMANDITE,**

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

NATIONAL POST INC.,

June ●, 2010

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THIS OMNIBUS TRANSITION AND REORGANIZATION AGREEMENT dated June●, 2010

BETWEEN:

CANWEST GLOBAL COMMUNICATIONS CORP.
("CGCC")

- and -

CANWEST MEDIA INC.
("CMI")

- and -

CANWEST TELEVISION LIMITED PARTNERSHIP
("Television LP")

- and -

THE NATIONAL POST COMPANY
("NP" and collectively with CGCC, CMI and Television LP, the "CMI Parties")

- and -

**CANWEST LIMITED PARTNERSHIP / CANWEST SOCIETE EN
COMMANDITE**
("Canwest LP")

- and -

NATIONAL POST INC.
("New NP")

- and -

CANWEST PUBLISHING INC. / PUBLICATIONS CANWEST INC.
("CPI", and together with Canwest LP and New NP, the "LP Parties")

RECITALS:

- A. CGCC is a Canadian media company with interests in (i) free-to-air television stations and subscription-based specialty television channels; and (ii) publishing and digital media operations.
- B. CGCC's free-to-air television broadcast business and subscription-based specialty television channels are carried on through the CMI Entities (as defined below) and CGCC's publishing and digital media business is carried on through the LP Entities (as defined below) and New NP.

- C. Prior to 2005, all of the businesses which were wholly-owned by CGCC, including all of the businesses now operated by the CMI Entities and all of the businesses now operated by the LP Entities, were operated on an integrated basis by a single corporate entity, CanWest MediaWorks Inc. (“**MediaWorks**”) (since renamed CMI). As an integrated business, all business critical and support services, including executive services, information technology, human resources, accounting and finance, were shared amongst MediaWorks and its subsidiaries.
- D. In 2005, Canwest LP was formed to acquire all of MediaWorks’ newspaper publishing and digital media entities (other than NP) and to operate such businesses, as well as certain of the shared services operations, as part of a planned income trust spin-off of MediaWorks’ newspaper publishing and digital media assets. The income trust spin-off was completed in October 2005.
- E. When the publishing and digital media entities operated by MediaWorks were spun-off to Canwest LP, there was a recognition that the corporate services that had previously been shared between the various CGCC subsidiaries would need to continue, but that the cost of the provision of such services should be on commercially reasonable terms. Accordingly, MediaWorks and Canwest LP formalized the existing shared services arrangements by entering into various inter-entity agreements which govern the provision and cost allocation of the applicable service (the “**Shared Services Arrangements**”).
- F. In 2007 Canwest LP effected a going-private transaction of the income trust and, since July 2007, Canwest LP has been a 100% wholly-owned, indirect subsidiary of CGCC. Although Canwest LP was repatriated with the rest of the CGCC enterprise, it nonetheless continued to maintain a separate debt structure and credit facilities from CMI and has continued to participate in and be bound by the Shared Services Arrangements.
- G. Both the CMI Entities and the LP Entities experienced significant deterioration in their financial performance and, due to their independent debt structures, were forced to pursue independent restructuring and recapitalization plans.
- H. On October 6, 2009, CGCC, CMI and certain of their subsidiaries (the “**CMI Applicants**”) filed for and obtained protection under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) pursuant to an initial order (the “**CMI Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The CMI Initial Order also applies to certain partnerships that are subsidiaries of CGCC listed in Schedule “B” to the CMI Initial Order, including Television LP (together with the CMI Applicants, the “**CMI Entities**”).
- I. On January 8, 2010, Canwest (Canada) Inc. (“**CCI**”), CPI, Canwest Books Inc. (“**CBI**”, and collectively with CCI and CPI, the “**LP Applicants**”), filed for and obtained protection under the CCAA pursuant to an initial order (the “**LP Initial Order**”) of the Court. The LP Initial Order also applies to Canwest LP (together with the LP Applicants, the “**LP Entities**”).
- J. In furtherance of the CMI Entities’ and the LP Entities’ independent restructuring and recapitalization plans (i) the CMI Parties and the LP Parties (other than New NP) entered into a Transition and Reorganization Agreement dated as of October 26, 2009 (the

“**Transition and Reorganization Agreement**”); (ii) the CMI Parties and the LP Parties (other than New NP) entered into an Agreement on Shared Services and Employees dated as of October 26, 2009 (the “**Agreement on Shared Services and Employees**”); and (iii) NP and New NP entered into a National Post Transition Agreement dated as of October 30, 2009, as amended October 31, 2009 (the “**National Post Transition Agreement**”), each of which was approved by the Court on October 30, 2009.

- K. The purpose of the Agreement on Shared Services and Employees was to provide for an orderly transition and disentanglement and/or realignment of the existing Shared Services Arrangements and personnel. As more specifically described therein, under the terms of the Agreement on Shared Services and Employees, the parties thereto agreed that during fiscal 2010, the costs of the existing Shared Services Arrangements would continue in each cost centre and the existing allocations, as amended by the Agreement on Shared Services and Employees, until a specified date, at which time the Shared Services Arrangements would either cease to be provided to the service recipient or would be renegotiated on commercial terms, as applicable. Expense allocations were to be reduced as and to the extent that the personnel providing the existing Shared Services Arrangements were transferred from the service provider to the service recipient. The Agreement on Shared Services and Employees also addressed certain employee-related matters, including a realignment of those employees who were then misaligned and a transfer of certain misaligned pension plan participants to a pension plan which is sponsored by the appropriate party.
- L. As more specifically described therein, the National Post Transition Agreement provided for the transition of the business of NP as a going concern to a newly-incorporated subsidiary of CPI, namely New NP, effective as of October 30, 2009.
- M. It was the intention of the Parties that from and after the consummation of the transactions contemplated under the Transition and Reorganization Agreement, the Agreement on Shared Services and Employees and the National Post Transition Agreement, the businesses of the CMI Entities and the LP Entities would be conducted independently as separate entities.
- N. In furtherance of the separation of the businesses of the CMI Entities and the LP Entities, the Parties have agreed to enter into this Agreement to provide for (i) the realignment of certain assets between the CMI Entities and the LP Entities; (ii) the extension of certain of the Shared Services Arrangements; and (iii) the termination of certain of the Shared Services Arrangements. The parties have agreed to use commercially reasonable efforts to obtain Court approval of this Agreement in the CMI CCAA Proceedings and the LP CCAA Proceedings.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Whenever used in this Agreement the following words and terms have the meanings set out below:

“**Advertising Agreement**” means the advertising agreement substantially in the form attached as Schedule 10.4 to the Disclosure Letter, with such additions, deletions and amendments as may be agreed to by Television LP and CPI.

“**Affiliate**” of a Party means any person that directly or indirectly Controls, is Controlled by, or is under common Control with, that Party, and for greater certainty includes a subsidiary.

“**Agreement**” means this Omnibus Transition and Reorganization Agreement.

“**Agreement on Shared Services and Employees**” shall have the meaning set forth in Recital J.

“**Assigned Contracts**” means the CGCC Assigned Contracts and the Television LP Assigned Contracts.

“**Broadcast Assignee**” shall have the meaning set forth in Section 13.4.

“**Canwest Services Agreement**” means the Canwest Services Agreement dated October 13, 2005 between CMI and Canwest LP, as amended by the Agreement on Shared Services and Employees.

“**CBI**” shall have the meaning set forth in Recital I.

“**CCAA**” shall have the meaning set forth in Recital H.

“**CCI**” shall have the meaning set forth in Recital I.

“**CGCC Assigned Contracts**” means those contracts listed on Schedule 2.1 entered into in the name of CGCC for the benefit of all of the CMI Entities and all of the LP Entities but which, after the date hereof, will pertain exclusively to the operations of the LP Entities.

“**Claims**” means claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a partial indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“**Client**” shall have the meaning set forth in Section 13.7.

“**CMI Applicants**” shall have the meaning set forth in Recital H.

“**CMI CCAA Proceedings**” means the proceedings under the CCAA commenced by the CMI Applicants pursuant to the CMI Initial Order.

“**CMI Entities**” shall have the meaning set forth in Recital H.

“**CMI Finance Employees**” shall have the meaning set forth in Section 8.2(c)(i).

“**CMI Initial Order**” shall have the meaning set forth in Recital H.

“**CMI Monthly Invoice**” shall have the meaning set forth in Section 8.4(d).

“**CMI Pension Employee**” shall have the meaning set forth in Section 8.2(a)(i).

“**CMI Legal Employees**” shall have the meaning set forth in Section 8.2(b)(i).

“**CMI Shared Employees**” shall have the meaning set forth in Section 8.2(c)(i).

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

“**Court**” shall have the meaning set forth in Recital H.

“**CWBS Extension Term Sheet**” means the term sheet attached as Schedule 6.5 to the Disclosure Letter, with such additions, deletions and amendments as may be agreed to by the LP Parties and the CMI Parties.

“**Departed Employee**” shall have the meaning set forth in Section 8.5(b).

“**Disclosure Letter**” means the letter from the LP Parties to the CMI Parties, dated and accepted the date hereof, setting forth the form of Advertising Agreement and Sales Agency Agreement, the CWBS Extension Term Sheet and CMI’s and Canwest LP’s good faith estimate of the monthly Shared Employee Costs.

“**Domain Names**” means those domain names listed on Schedule 3.2, including all Internet registrations, designations, identifiers and addresses related to such listed domain names, registered in the name of CPI but which, after the date hereof, will pertain

exclusively to the operations of the CMI Entities and the costs of which have been borne by the relevant CMI Entity pursuant to the Shared Services Arrangements.

“**Employee Sharing Term**” shall have the meaning set forth in Section 8.1(a)(i).

“**Employing Party**” shall have the meaning set forth in Section 8.5(b).

“**Extended CMI Employee Sharing Term**” shall have the meaning set forth in Section 8.2(c)(i).

“**Extended LP Employee Sharing Term**” shall have the meaning set forth in Section 8.1(b)(ii).

“**Insured Litigation**” means the insured litigation notices and claims involving NP listed on Schedule 11.1 and in respect of insured litigation claims for libel, slander and/or defamation arising in the ordinary course of business after the currency date of such schedule, all of which relate to the business now being carried on by New NP, involve individuals employed by New NP and comprise notices and claims that are Excluded Claims (as defined in the Claims Procedure Order issued by the Court on October 14, 2009 in connection with the CMI CCAA Proceedings).

“**Insured Litigation Deductibles**” means any remaining deductibles under insurance policies maintained by or on behalf of NP in respect of the Insured Litigation.

“**Intercompany Agreement**” means any agreement or contract to which, *inter alia*, at least one LP Entity is a party and at least one CMI Entity is a party.

“**Joint Ownership**” shall have the meaning set forth in Section 5.1(a).

“**LP Acquisition**” means any transaction involving the sale or transfer of the business or assets of the LP Entities in connection with the LP CCAA Proceedings.

“**LP Applicants**” shall have the meaning set forth in Recital I.

“**LP CCAA Proceedings**” means the proceedings under the CCAA commenced by the LP Applicants pursuant to the LP Initial Order.

“**LP Contracts Employee**” shall have the meaning set forth in Section 8.1(b)(i).

“**LP Closing Date**” means the date on which the LP Acquisition is completed in connection with the LP CCAA Proceedings.

“**LP Employees in the Television LP DB Plan**” shall have the meaning set forth in Section 7.1(a)(iii).

“**LP Employees in the Television LP DC Plan**” shall have the meaning set forth in Section 7.1(a)(ii).

“**LP Entities**” shall have the meaning set forth in Recital I.

“**LP Group Benefit Plans**” shall have the meaning set forth in Section 7.2.

“**LP HR Employees**” shall have the meaning set forth in Section 8.1(a)(i).

“**LP Initial Order**” shall have the meaning set forth in Recital I.

“**LP IT Hardware**” means the computer hardware owned by Canwest LP as set forth on Schedule 4.1 and any licences (including third party licences), where such licences permit transfer or assignment, for software installed on such computer hardware that were supplied by the manufacturers of such computer hardware at the time such computer hardware was acquired.

“**LP Monthly Invoice**” shall have the meaning set forth in Section 8.4(d).

“**LP Senior Legal Employee**” shall have the meaning set forth in Section 8.1(b)(ii).

“**LP Shared Employees**” shall have the meaning set forth in Section 8.1(b)(ii).

“**Master Digital Media Services Extension Agreement**” means a master digital media services extension agreement substantially on the terms set out on Schedule 10.3, with such additions, deletions and amendments as may be agreed to by Television LP and CPI.

“**Master Marketing Services Agreement**” means a master marketing services agreement substantially in the form as set out on Schedule 10.2, with such additions, deletions and amendments as may be agreed to by Television LP and CPI.

“**Nanaimo Nominee Agreement**” shall have the meaning set forth in Section 9.1(a).

“**Nanaimo Property**” shall have the meaning set forth in Section 9.1(a).

“**Non-Assignable Rights**” shall have the meaning set forth in Section 2.1(c).

“**New Employee**” shall have the meaning set forth in Section 8.5(b).

“**New Mark**” shall have the meaning set forth in Section 6.4.

“**Notice**” shall have the meaning set forth in Section 13.3.

“**O’Connor Street Sublease**” means a sublease substantially on the terms set out on Schedule 9.2(a).

“**Osler**” shall have the meaning set forth in Section 13.7.

“**Parties**” means CGCC, CMI, Television LP, NP, Canwest LP, New NP and CPI collectively, and “**Party**” means any one of them.

“**Partnership Services Agreement**” means the Partnership Services Agreement dated October 13, 2005 between CMI and Canwest LP as amended by the Agreement on Shared Services and Employees.

“Pension Plan Participation Agreements” means (a) the Pension Plan Participation Agreement, made as of September 1, 2005, between CMI and CPI relating to the Canwest Publications Inc. Retirement Plan; (b) the Pension Plan Participation Agreement, made as of September 1, 2005, between CMI and NP relating to the National Post Retirement Plan; (c) the Pension Plan Participation Agreement, made as of October 13, 2005, between Canwest LP and CMI relating to the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited; and (d) the Pension Plan Participation Agreement, made as of January 1, 2006, between Canwest LP and CMI relating to the Global Communications Limited Employees Pension Plan.

“Port Alberni Nominee Agreement” shall have the meaning set forth in Section 9.1(a).

“Port Alberni Property” shall have the meaning set forth in Section 9.1(a).

“Print Assignee” shall have the meaning set forth in Section 13.4.

“Proprietary Software” means all software in source code and object code form (including documentation, interfaces and development tools) pertaining to the “WEB AP” application that was jointly or separately developed, created, enhanced and modified in-house by employees of either or both of Television LP and Canwest LP.

“Queen Street Sublease” means a sublease substantially on the terms set out on Schedule 9.2(b).

“Sales Agency Agreement” means the sales agency agreement substantially in the form attached as Schedule 10.1 to the Disclosure Letter, with such additions, deletions and amendments as may be agreed to by Television LP and CPI.

“Shared Employee Costs” shall have the meaning set forth in Section 8.4(a).

“Shared Employees” shall have the meaning set forth in Section 8.4(a)(i).

“Shared Services Arrangements” shall have the meaning set forth in the Recital E.

“Ste. Catherines Street Sublease” means a sublease substantially on the terms set out on Schedule 9.2(c).

“Television LP Assigned Contracts” means those contracts listed on Schedule 2.1 entered into in the name of either CMI or Television LP for the benefit of all of the CMI Entities and all of the LP Entities but which, after the date hereof, will pertain exclusively to the operations of the LP Entities.

“Television LP IT Hardware” means the computer hardware owned by Television LP as set forth on Schedule 4.2 and any licences (including third party licences), where such licences permit transfer or assignment, for software installed on such computer hardware that were supplied by the manufacturers of such computer hardware at the time such computer hardware was acquired.

“Television LP Services Agreement” means the Broadcast Services Agreement dated January 1, 2009 between Television LP and Canwest LP, as amended by the Agreement on Shared Services and Employees.

“Trade-marks” means those trade-marks listed on Schedule 3.1 registered in the name of CGCC or CMI, as applicable, but which, after the date hereof, will pertain exclusively to the operations of the LP Entities and the costs of which have been borne by the relevant LP Entity pursuant to the Shared Services Arrangements.

“Trade-marks Licence Agreement” means the Trade-marks Licence Agreement dated October 13, 2005 between CGCC, Canwest LP, CCI and CanWest MediaWorks Income Fund as amended by the Agreement on Shared Services and Employees.

“Transferred CMI Employees” shall have the meaning set forth in Section 8.8(b).

“Transferred CMI IT Employees” shall have the meaning set forth in Section 8.8(a).

“Transferred CMI Legal Employee” shall have the meaning set forth in Section 8.8(b).

“Transferred LP Employees” shall have the meaning set forth in Section 8.8(c).

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Currency** – Unless otherwise specified, all references to money amounts are to lawful currency of Canada.
- (b) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (c) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (d) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (e) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (f) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.

- (g) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (h) **Time** – Time is of the essence in the performance of the Parties' respective obligations.
- (i) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall 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.

1.3 Schedules

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

<u>Schedule</u>	<u>Description</u>
2.1	Assigned Contracts
3.1	Trade-marks
3.2	Domain Names
4.1	LP IT Hardware
4.2	Television LP IT Hardware
6.1(b)	Amendment to Schedule B of the Agreement on Shared Services and Employees
6.1(c)	Amendment to Schedule C of the Agreement on Shared Services and Employees
6.3(a)	Amendment to Schedule A of the Trade-marks Licence Agreement
6.4	Canwest Publishing Marks
9.2(a)	O'Connor Street Sublease
9.2(b)	Queen Street Sublease
9.2(c)	Ste. Catherines Street Sublease
10.2	Master Marketing Services Agreement
10.3	Master Digital Media Services Extension Agreement
11.1	Insured Litigation

**ARTICLE 2
REALIGNMENT OF CONTRACTS**

2.1 Assignment of Contracts to CPI

- (a) CGCC hereby transfers, conveys, assigns and delivers unto CPI, its successors and assigns, and CPI hereby acquires and accepts, effective as of the date hereof, all of CGCC's rights in and to all of the CGCC Assigned Contracts. CPI hereby assumes the CGCC Assigned Contracts and shall pay, keep, observe and perform all of the terms, covenants, conditions and obligations of CGCC thereunder for the period from and after the date hereof.
- (b) Each of CMI and Television LP hereby transfers, conveys, assigns and delivers unto CPI, its successors and assigns, and CPI hereby acquires and accepts, effective as of the date hereof, all of Television LP's and CMI's respective rights in and to all of the Television LP Assigned Contracts. CPI hereby assumes the Television LP Assigned Contracts and shall pay, keep, observe and perform all of the respective terms, covenants, conditions and obligations of Television LP and CMI thereunder for the period from and after the date hereof.
- (c) Nothing in this Agreement shall be construed as an assignment of, or an attempt to assign to CPI, any contract which, as a matter of law or by its terms, is (i) not assignable, or (ii) not assignable without the approval or consent of the other party or parties thereto, without first obtaining such approval or consent (collectively "**Non-Assignable Rights**"). In connection with such Non-Assignable Rights, CGCC, CMI or Television LP shall, at the request of CPI:
 - (i) use reasonable efforts to obtain all consents or approvals contemplated by the Assigned Contracts, provided that nothing shall require any of CGCC, CMI or Television LP to make any payment to any other party in order to obtain such consent or approval;
 - (ii) to the extent that the required consents or approvals are not obtained pursuant to Section 2.1(c)(i), seek a court order in the CMI CCAA Proceeding assigning the rights and obligations of CGCC, CMI or Television LP, as the case may be, under the applicable Assigned Contracts pursuant to section 11.3 of the CCAA. CPI shall be solely responsible for the costs incurred with respect to any such court applications and for remedying any financial defaults in relation to the Assigned Contracts that are required to be remedied pursuant to subsection 11.3(4) of the CCAA; and
 - (iii) co-operate with CPI in any reasonable arrangements designed to provide the benefits of such Non-Assignable Rights to CPI, including holding any such Non-Assignable Rights in trust for CPI or acting as agent for CPI.

- (d) CPI shall indemnify and save harmless CGCC from and against all valid Claims which may be made or brought against CGCC, or which it may suffer or incur, as a result of or in connection with or relating to any non-fulfilment or breach by CPI, on or after the date hereof, of any covenant or agreement contained in the CGCC Assigned Contracts.
- (e) CPI shall indemnify and save harmless each of CMI and Television LP from and against all valid Claims which may be made or brought against CMI or Television LP, as applicable, or which CMI or Television LP may suffer or incur, as a result of or in connection with or relating to any non-fulfilment or breach by CPI, on or after the date hereof, of any covenant or agreement contained in the Television LP Assigned Contracts.

ARTICLE 3 REALIGNMENT OF INTELLECTUAL PROPERTY

3.1 Assignment of Trade-marks

- (a) CGCC hereby assigns, transfers, conveys and surrenders unto CPI, its successors and assigns, all of CGCC's right, title and interest in and to the Trade-marks, together with all rights of action resulting from any adverse use of the Trade-marks or any confusingly similar trade-marks prior to the effective date of this assignment, and the right to claim such relief as is appropriate, together with the goodwill of the business carried on in association with such Trade-marks, the same to be held by CPI, its successors and assigns as fully and effectually as they would have been held by CGCC had this assignment and transfer not been made.
- (b) CMI hereby assigns, transfers, conveys and surrenders unto CPI, its successors and assigns, all of CMI's right, title and interest in and to the Trade-marks together with all rights of action resulting from any adverse use of the Trade-marks or any confusingly similar trade-mark prior to the effective date of this assignment, and the right to claim such relief as is appropriate, together with the goodwill of the business carried on in association with such Trade-marks, the same to be held by CPI, its successors and assigns as fully and effectually as they would have been held by CMI had this assignment and transfer not been made.

3.2 Assignment of Domain Names

- (a) CPI hereby assigns, transfers, conveys and surrenders unto Television LP, its successors and assigns, all of CPI's right, title and interest in and to the Domain Names, together with all rights of action resulting from any adverse use of the Domain Names or any confusingly similar domain names prior to the effective date of this assignment, and the right to claim such relief as is appropriate, together with the goodwill of the business carried on in association with the said Domain Names, the same to be held by Television LP, its successors and assigns as fully and effectually as they would have been held by CPI had this assignment and transfer not been made.

- (b) CPI shall take all such reasonable action, at the sole cost and expense of Television LP, to give effect to the foregoing and permit Television LP, its successors and assigns, to be noted, recorded or otherwise designated as the registered owner and user of the Domain Names with access to and use of the Domain Names, including properly notifying the appropriate registries as specified by Television LP, its successors and assigns, and provide Television LP, its successors and assigns with all necessary access codes, usernames, passwords and similar security information.

**ARTICLE 4
REALIGNMENT OF IT HARDWARE**

4.1 Canwest LP IT Hardware Transferred to Television LP

- (a) Canwest LP hereby transfers, conveys, assigns and delivers unto Television LP, its successors and assigns, and Television LP hereby acquires and accepts, effective as of the date hereof, all of Canwest LP's right, title and interest in and to all of the LP IT Hardware. Canwest LP shall seek consent to transfer any licences forming part of the LP IT Hardware where such consent is required. For certainty, nothing herein shall require Canwest LP to transfer any master agreements relating to licences to be transferred under this Section 4.1(a). Television LP shall pay all applicable retail sales taxes, if any, in respect of such transfer to Canwest LP no later than July 15, 2010.
- (b) Canwest LP acknowledges the following:
 - (i) it has possession of certain equipment, computer hardware and other tangible assets owned by the CMI Entities as set out in the general ledger pertaining to Television LP's broadcasting assets (the "Broadcasting General Ledger") as of the date of this Agreement, including HP Smart Array storage disks, a HPRX8640 unit and other Television LP-owned servers for the S4M system on which Citrix and Sybase software is installed; and
 - (ii) possession of the property described in Sections 4.1(a) and 4.1(b)(i) shall be retained by Canwest LP until such time as Television LP instructs it to ship such property to Television LP on a to be determined date prior to February 28, 2011, which shipping shall be at the sole cost and expense of Television LP.
- (c) All software residing in the equipment described in Sections 4.1(a) and 4.1(b)(i) that is owned by Television LP shall remain in such equipment.

4.2 Television LP IT Hardware Transferred to Canwest LP

- (a) Television LP hereby transfers, conveys, assigns and delivers unto Canwest LP, its successors and assigns, and Canwest LP hereby acquires and accepts, effective as of the date hereof, all of Television LP's right, title and interest in and to all of the Television LP IT Hardware. Television LP shall seek consent to transfer any

licences forming part of the Television LP IT Hardware where such consent is required. For certainty, nothing herein shall require Television LP to transfer any master agreements relating to licences to be transferred under this Section 4.2(a). Canwest LP shall pay all applicable retail sales taxes, if any, in respect of such transfer to Television LP no later than July 15, 2010.

- (b) Canwest LP hereby acknowledges that it currently has and shall retain possession of the Television LP IT Hardware.

ARTICLE 5 JOINT OWNERSHIP OF PROPRIETARY SOFTWARE

5.1 Joint Ownership of Proprietary Software

- (a) Television LP hereby grants Canwest LP joint ownership in all rights it has in the Propriety Software and Canwest LP hereby grants Television LP joint ownership in all rights it has in the Propriety Software. **“Joint ownership”** means each party has the right to independently exercise any and all rights of ownership now known or hereafter created or recognized, including without limitation the rights to use, reproduce and modify the Proprietary Software for any purpose whatsoever, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties except each of Television LP and Canwest LP agree to only exercise its rights for its internal business operations and will not resell or distribute the Proprietary Software to any third party, but, for the avoidance of doubt, each shall be entitled to license and sublicense the Proprietary Software to Affiliates. These use restrictions shall survive termination or expiration of this Agreement. Each of Television LP and Canwest LP shall be the sole owner of any modifications that it makes based upon the Proprietary Software.
- (b) None of the CMI Parties or LP Parties makes any representation or warranty, and there is no condition, in each case, express or implied, at law, by statute or in equity, in respect of the Proprietary Software, including with respect to merchantability or fitness for any particular purpose, and any such representations, warranties or conditions are expressly disclaimed.

ARTICLE 6 SHARED SERVICES ARRANGEMENTS

6.1 Extension of IT Services

- (a) In accordance with section 2.7(1) of the Agreement on Shared Services and Employees, the Parties hereby agree to extend the term of the Television LP Services Agreement and the Canwest Services Agreement as it pertains to the delivery of IT Services. Section 2.5(f) of the Agreement on Shared Services and Employees is amended and restated in its entirety as follows:

“(f) with respect to IT Services:

- (i) effective November 1, 2009 until August 31, 2010, \$377,748.08 per month (for cost reimbursement) and \$166,666.67 per month (for capital charges); and
 - (ii) effective September 1, 2010 until February 28, 2011, \$350,000.00 per month (for cost reimbursement) and \$166,666.67 per month (for capital charges), less an amount to be agreed between Canwest LP and CMI to reflect the reduction in use of capital by the Print Parties to provide IT Services having regard to any reduction or termination of IT Services listed in Schedule B during each quarter of such period (calculated on a quarterly basis consistent with past practice);”
- (b) Schedule B of the Agreement on Shared Services and Employees is hereby amended and restated in its entirety with Schedule 6.1(b) to this Agreement.
 - (c) Schedule C of the Agreement on Shared Services and Employees is hereby amended and restated in its entirety with Schedule 6.1(c) to this Agreement.

6.2 Extension of Trade-marks Licence Agreement

- (a) In accordance with section 2.7(1) of the Agreement on Shared Services and Employees, the Parties hereby agree to extend the term of the Trade-marks Licence Agreement. Section 2.3(4) of the Agreement on Shared Services and Employees is hereby amended and restated in its entirety as follows:

“(4) *Trade-mark License* – Notwithstanding anything to the contrary in the Trade-marks License Agreement, the Trade-mark License Agreement shall terminate on February 28, 2011 or such other date as the parties to such agreement may agree.”

6.3 Confirmation of Trade-marks Licence Agreement

- (a) CGCC and Canwest LP acknowledge and agree that in connection with the operation of the LP Entities’ businesses, the LP Entities have been using the trade-marks identified Schedule 6.3(a) pursuant to a licence granted by CGCC. CGCC and Canwest LP acknowledge that it is and has been their intention that the terms of such licence be governed by the Trade-marks Licence Agreement. Accordingly, CGCC hereby confirms that Schedule A of the Trade-marks Licence Agreement is hereby amended and restated in its entirety with Schedule 6.3(a) to this Agreement.
- (b) Until the termination or expiry of the Trade-marks Licence Agreement, without the prior written consent of Canwest LP, CGCC will not exercise any of its rights under 2.1(b), 3.1(b)(i), 3.1(b)(ii) or 3.1(c) of the Trade-marks Licence Agreement and the LP Entities shall not be obliged to perform or comply with their obligations under those sections.

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6.4 Canwest Publishing Marks

Upon the earlier of (a) the request of CPI, in its sole discretion; and (b) February 28, 2011, CGCC agrees to withdraw and abandon the trade-mark applications and registrations found on Schedule 6.4 and undertakes not to use such trade-marks at any time thereafter. For greater certainty, the foregoing does not apply to or affect CGCC's rights in or to the trade-mark CANWEST, or any trade-mark now existing or hereafter arising consisting of or incorporating CANWEST, with the exception of those trade-marks found on Schedule 6.4. Except with respect to any trade-mark that incorporates the word CANWEST, the Parties agree that no LP Entity shall be in breach of Section 3.1(a)(x) of the Trade-marks Licence Agreement by virtue of using, applying to register and/or registering any trade-mark which is similar to the trade-marks found on Schedule 6.4 (the "New Mark"). The Parties further agree that Sections 5.3(a)(i), 5.3(a)(iii) and 5.3(a)(iv) of the Trade-marks Licence Agreement do not apply to any LP Entity in respect of the New Mark.

6.5 Extension of Business Services

In accordance with section 2.5(b) of the Agreement on Shared Services and Employees, the CMI Parties have indicated that they may require assistance in connection with their 2010 year-end financial reporting processes. The services to be provided by the LP Parties to the CMI Parties in connection with their 2010 year-end financial reporting processes and the terms upon which such services are to be provided are set forth in the CWBS Extension Term Sheet.

ARTICLE 7 PENSIONS AND BENEFITS

7.1 Pensions

- (a) The Parties acknowledge that the Agreement on Shared Services and Employees requires the termination of the following participation arrangements:
 - (i) one employee of Television LP participating in the Canwest Publications Inc. Retirement Plan (this employee has since terminated employment);
 - (ii) 237 employees of Canwest LP (the "**LP Employees in the Television LP DC Plan**") participating in the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited; and
 - (iii) 72 employees of Canwest LP (the "**LP Employees in the Television LP DB Plan**") participating in the Global Communications Limited Employees Pension Plan.

In addition, one employee of CMI participated in the Canwest Publications Inc. Retirement Plan and employees of CMI participated in the National Post Retirement Plan.

- (b) The parties acknowledge that the following steps shall be or have been taken, as applicable, to terminate the above-noted participation arrangements, subject to any necessary regulatory approvals:

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(i) **Canwest Publications Inc. Retirement Plan.**

- (A) The Canwest Publications Inc. Retirement Plan was amended to provide for CMI to cease to be a participating employer under the Canwest Publications Inc. Retirement Plan effective April 30, 2010;
- (B) CMI and CPI entered into a termination agreement on April 30, 2010 which terminated the Pension Plan Participation Agreement, made as of September 1, 2005, between CMI and CPI for the Canwest Publications Inc. Retirement Plan; and
- (C) Accrued pension benefits (i.e., liabilities and related assets) of the CMI employee who participated in the Canwest Publications Inc. Retirement Plan shall remain in the Canwest Publications Inc. Retirement Plan and be dealt with in accordance with the terms of such plan and applicable law.

(ii) **National Post Retirement Plan.**

- (A) The National Post Retirement Plan was amended to provide for CMI to cease to be a participating employer under the National Post Retirement Plan effective December 31, 2009; and
- (B) CMI and New NP entered into a termination agreement on December 31, 2009 which terminated the Pension Plan Participation Agreement, made as of September 1, 2005, between CMI and NP for the National Post Retirement Plan.

(iii) **Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited.**

- (A) The Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited was amended to provide for the LP Employees in the Television LP DC Plan to cease actively participating in and accruing benefits under the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited effective April 30, 2010 and to provide for Canwest LP to cease to be a participating employer under the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited effective April 30, 2010;
- (B) The Canwest Publications Inc. Retirement Plan shall be amended to provide for the LP Employees in the Television LP DC Plan to commence to participate in and accrue benefits under a new defined contribution component of the Canwest Publications Inc. Retirement Plan effective May 1, 2010;

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- (C) Canwest LP and Television LP entered into a termination agreement on April 30, 2010 which terminated the Pension Plan Participation Agreement, made as of October 13, 2005, between Canwest LP and CMI for the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited; and
- (D) Television LP shall apply for and use commercially reasonable efforts to obtain any necessary regulatory approval to transfer the defined contribution account balances of the LP Employees in the Television LP DC Plan held in the Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited into the new defined contribution component of the Canwest Publications Inc. Retirement Plan and Canwest LP shall provide commercially reasonable assistance to Television LP, as may be reasonably requested by Television LP, in order to obtain such regulatory approval.

(iv) **Global Communications Limited Employees Pension Plan.**

- (A) The Global Communications Limited Employees Pension Plan was amended to provide for the LP Employees in the Television LP DB Plan to cease actively participating in and accruing benefits under the Global Communications Limited Employees Pension Plan effective December 31, 2009 or a date not later than April 30, 2010, as applicable, and to provide for Canwest LP to cease to be a participating employer under the Global Communications Limited Employees Pension Plan effective April 30, 2010;
- (B) The Canwest Publications Inc. Retirement Plan was amended to allow for the LP Employees in the Television LP DB Plan to commence to participate in and accrue benefits under the existing defined benefit component of the Canwest Publications Inc. Retirement Plan effective as of the day after the date they cease to participate in the Global Communications Limited Employees Pension Plan;
- (C) Canwest LP and Television LP entered into a termination agreement on April 30, 2010 which terminated the Pension Plan Participation Agreement, made as of January 1, 2006, between Canwest LP and CMI for the Global Communications Limited Employees Pension Plan; and
- (D) Accrued pension benefits (i.e., liabilities and related assets) of the LP Employees in the Television LP DB Plan shall remain in the Global Communications Limited Employees Pension Plan and be dealt with in accordance with the terms of such plan and applicable law.

(v) **General.**

Effective as of the termination dates noted above, the Pension Plan Participation Agreements were fully terminated and the Parties irrevocably acknowledge and agree that none of the CMI Entities shall have any obligations or liabilities under a pension plan sponsored by an LP Entity or New NP, and none of the LP Entities nor New NP shall have any obligations or liabilities under a pension plan sponsored by a CMI Entity; provided that, for the avoidance of doubt, nothing in this Section 7.1(b)(v) shall affect the obligations of Television LP under Section 7.1(b)(iii)(D).

7.2 Benefits

The Parties acknowledge that employees in the Canwest Business Services division, the Canwest IT Group division and the Reach Canada Contact Centre division of Canwest LP participate in certain group benefit plans/policies provided by insurance providers and administered by Television LP as policy holder. The Parties acknowledge that to date Canwest LP has paid the premiums related to the Canwest LP employees directly to the insurance provider of the Television LP benefit plans/policies and Canwest LP hereby undertakes to continue to pay such premiums directly to the insurance provider or to reimburse Television LP for such premiums, in each case, up to the LP Closing Date.

Effective no later than the LP Closing Date, employees in the Canwest Business Services division, the Canwest IT Group division and the Reach Canada Contact Centre division of Canwest LP shall cease to participate in the group benefit plans/policies held by Television LP and shall commence participation in the group benefit plans/policies maintained and held by an LP Party (the “**LP Group Benefit Plans**”).

To the extent that any amendments are required to the LP Group Benefit Plans to permit employees in the Canwest Business Services division, the Canwest IT Group division and the Reach Canada Contact Centre division of Canwest LP to participate, the LP Parties shall use commercially reasonable efforts to effect the amendment of the LP Group Benefit Plans.

**ARTICLE 8
EMPLOYEE SHARING**

8.1 Employees of the LP Entities

The parties acknowledge and agree that the provision by Canwest LP of “Corporate Services” to CMI pursuant to the Canwest Services Agreement and to Television LP pursuant to the Television LP Services Agreement terminated as of February 28, 2010. In accordance with section 2.7(1) of the Agreement on Shared Services and Employees, the Parties hereby agree to extend the term of the Canwest Services Agreement and the Television LP Services Agreement as it pertains to the delivery of selected “Corporate Services” on the terms and conditions set forth below:

(a) **Shared Canwest LP HR Employees.**

- (i) So long as such individuals are employed by Canwest LP, Canwest LP shall make available to CMI and its Affiliates the services of the following employees of Canwest LP (the “**LP HR Employees**”) for the period commencing on March 1, 2010 until the LP Closing Date (the “**Employee Sharing Term**”), or such other period as may be mutually agreed by CMI and Canwest LP, to provide services relating to labour relations, pension administration, and learning and development to CMI and its Affiliates:

- (A) Sharlene Kanhai;
- (B) Valerie Davidson;
- (C) Bob Pruden; and
- (D) Dilshad Abdulhusein.

If required by CMI, up to 50% of each LP HR Employee’s working time shall be devoted to providing services to CMI and its Affiliates (other than the LP Entities and their subsidiaries) and the balance of each LP HR Employee’s working time shall be devoted to providing services to the LP Entities and their subsidiaries.

- (ii) The LP HR Employees shall at all times remain employees of Canwest LP and in no event be considered employees of CMI or any of its Affiliates (other than the LP Entities and their subsidiaries).

(b) **Shared Canwest LP Legal Employees.**

- (i) Canwest LP shall make available to CMI and its Affiliates the services of Sheila Fortier (the “**LP Contracts Employee**”) for the Employee Sharing Term (so long as she is employed by Canwest LP), or such other period as may be mutually agreed by CMI and Canwest LP, to provide legal services to CMI and its Affiliates. If required by CMI, up to 50% of the LP Legal Employee’s working time shall be devoted to providing services to CMI and its Affiliates (other than the LP Entities and their subsidiaries) and the balance of the LP Legal Employee’s working time shall be devoted to providing services to the LP Entities and their subsidiaries.

- (ii) So long as he is employed by Canwest LP, Canwest LP shall make available to CMI and its Affiliates the services of Steven Pasternak (the “**LP Senior Legal Employee**”, and collectively with the LP HR Employees and the LP Contracts Employee, the “**LP Shared Employees**”) for the period commencing on the date hereof until August 31, 2010 (the “**Extended LP Employee Sharing Term**”), or such other period as may be mutually agreed by CMI and Canwest LP, to provide legal services to CMI and its Affiliates. If required by CMI, up to 50% of the LP Senior Legal Employee’s working time shall be devoted to providing services to CMI and its Affiliates (other than the LP Entities and their subsidiaries) and the balance of the LP Senior Legal Employee’s

working time shall be devoted to providing services to the LP Entities and their subsidiaries.

- (iii) Each of the LP Senior Legal Employee and the LP Contracts Employee shall at all times remain an employee of Canwest LP and in no event be considered employees of CMI or any of its Affiliates (other than the LP Entities and their subsidiaries).

8.2 Employees of the CMI Entities

The parties acknowledge and agree that the provision by CMI of business and administrative services to the LP Entities pursuant to the Partnership Services Agreement terminated as of February 28, 2010. In accordance with section 2.7(1) of the Agreement on Shared Services and Employees, the Parties hereby agree to extend the term of the Partnership Services Agreement solely as it pertains to the delivery of selected pension, legal, tax compliance services on the terms and conditions set forth below:

(a) Shared CMI Pension Employee.

- (i) CMI shall make available to the LP Entities and their subsidiaries the services of Margaret Proven (the “**CMI Pension Employee**”) for the Employee Sharing Term (so long as she is employed by a CMI Entity), or such other period as may be mutually agreed by CMI and Canwest LP, to provide services relating to pension administration to the LP Entities and their subsidiaries. If required by Canwest LP, up to 50% of the CMI Pension Employee’s working time shall be devoted to providing services to the LP Entities and their subsidiaries and the balance of the CMI Pension Employee’s working time shall be devoted to providing services to CMI and its Affiliates (other than the LP Entities and their subsidiaries).
- (ii) The CMI Pension Employee shall at all times remain an employee of CMI and in no event be considered an employee of any LP Entity or any of their subsidiaries.

(b) Shared CMI Legal Employees.

- (i) So long as such individuals are employed by a CMI Entity, CMI shall make available, or shall cause to be made available, to the LP Entities and their subsidiaries the services of the following employees (the “**CMI Legal Employees**”) for the Employee Sharing Term, or such other period as may be mutually agreed by CMI and Canwest LP, to provide legal services to the LP Entities and their subsidiaries:

(A) Riva Richard; and

(B) Jan Anderson.

If required by Canwest LP, up to 50% of each CMI Legal Employee’s working time shall be devoted to providing services to the LP Entities and

their subsidiaries and the balance of each CMI Legal Employee's working time shall be devoted to providing services to CMI and its Affiliates (other than the LP Entities and their subsidiaries).

- (ii) Each CMI Legal Employee shall at all times remain an employee of a CMI Entity and in no event be considered employees of any LP Entity or any their subsidiaries.

(c) **Shared CMI Finance Employees.**

- (i) So long as such individuals are employed by a CMI Entity, CMI shall make available, or shall cause to be made available, to the LP Entities and their subsidiaries the services of the following employees (the "**CMI Finance Employees**", and collectively with the CMI Pension Employees, the CMI Legal Employees, the "**CMI Shared Employees**") for the period commencing on March 1, 2010 until August 31, 2010 (the "**Extended CMI Employee Sharing Term**"), or such other period as may be mutually agreed by CMI and Canwest LP, to provide tax and insurance related services to the LP Entities and their subsidiaries:

(A) Darren Barfuss; and

(B) Rick Wellen.

If required by Canwest LP, up to 50% of each CMI Finance Employee's working time shall be devoted to providing services to the LP Entities and their subsidiaries and the balance of each CMI Finance Employee's working time shall be devoted to providing services to CMI and its Affiliates (other than the LP Entities and their subsidiaries).

- (ii) Each of the CMI Finance Employees shall at all times remain an employee of a CMI Entity and in no event be considered employees of any LP Entity or any of their subsidiaries.

8.3 Conflict of Interest

The LP Parties, on the one hand, and the CMI Parties, on the other hand, hereby irrevocably waive any real, potential or perceived conflict of interest as a result of the provision of legal services pursuant to Sections 8.1(b)(i), 8.1(b)(ii) and 8.2(b)(i) herein.

8.4 Costs and Expenses of Shared Employees

- (a) Subject to Section 8.4(b), all costs and expenses associated with
 - (i) the CMI Shared Employees and the LP Shared Employees (collectively, the "**Shared Employees**") incurred during the Employee Sharing Term;
 - (ii) the LP Senior Legal Employee incurred during the Extended LP Employee Sharing Term; and

- (iii) the CMI Finance Employees incurred during the Extended CMI Employee Sharing Term,

shall be shared equally between Canwest LP and CMI, including all compensation (including any bonus amounts), statutory deductions, remittances and costs associated with pensions and benefits provided to a Shared Employee (“**Shared Employee Costs**”).

- (b) Neither Canwest LP nor CMI shall, without the consent of the other Party, such consent not to be unreasonably withheld or delayed:
 - (i) during the Employee Sharing Term, increase the compensation paid or any benefits made available to a Shared Employee;
 - (ii) during the Extended LP Employee Sharing Term, increase the compensation paid or any benefits made available to the LP Senior Legal Employee; or
 - (iii) during the Extended CMI Employee Sharing Term, increase the compensation paid or any benefits made available to the CMI Finance Employees,

unless, in each case, such increase in compensation or benefits is borne entirely by the Party employing such Shared Employee, in which case the consent of the other Party shall not be required.

- (c) CMI’s and Canwest LP’s good faith estimate of the monthly Shared Employee Costs is set forth in Schedule 8.4(c) of the Disclosure Letter. The Shared Employee Costs are not intended to provide CMI or Canwest LP with any material financial gain or loss.
- (d) As soon as practicable after the end of each month during the Extended CMI Employee Sharing Term, and in any event no later than the 25th day of the following month, CMI shall invoice Canwest LP for the amount owing for Shared Employee Costs payable by Canwest LP in respect of CMI Shared Employees for the immediately preceding month, plus applicable goods and services tax, harmonized sales tax and any similar value-added taxes imposed by a provincial tax authority (a “**CMI Monthly Invoice**”). As soon as practicable after the end of each month during the Extended LP Employee Sharing Term, and in any event no later than the 25th day of the following month, Canwest LP shall invoice CMI for the amount owing for Shared Employee Costs payable by CMI in respect of LP Shared Employees for the immediately preceding month, plus applicable goods and services tax, harmonized sales tax and any similar value-added taxes imposed by a provincial tax authority (an “**LP Monthly Invoice**”).
- (e) Amounts owing pursuant to a CMI Monthly Invoice or an LP Monthly Invoice for a particular month may be set-off against the corresponding CMI Monthly Invoice or LP Monthly Invoice, as applicable, issued in respect of the same month and Canwest LP or CMI, as the case may be, will pay the net amount of the invoiced

Shared Employee Costs to the other Party within 30 days following the later of (i) delivery to Canwest LP of the CMI Monthly Invoice issued in respect of such month; and (ii) delivery to CMI of the LP Monthly Invoice issued in respect of such month.

8.5 Termination or Replacement of Shared Employees

- (a) During the Employee Sharing Term, neither CMI nor Canwest LP will, without cause, terminate or permit the termination of the employment of any Shared Employee without the consent of the other Party. During the Extended LP Employee Sharing Term, Canwest LP will not, without cause, terminate or permit the termination of the employment of the LP Senior Legal Employee without the consent of CMI. During the Extended CMI Employee Sharing Term, CMI will not, without cause, terminate or permit the termination of the employment of the CMI Finance Employees without the consent of Canwest LP.
- (b) In the event that any CMI Shared Employee ceases to be an employee of a CMI Entity or any LP Shared Employee ceases to be an employee of an LP Entity, as applicable, (the “**Departed Employee**”), CMI or Canwest LP, as applicable, (the “**Employing Party**”) shall use commercially reasonable efforts to replace such Departed Employee and to the extent another employee of the Employing Party is hired to replace or assumes the responsibilities of such Departed Employee (the “**New Employee**”), the provisions of this Article shall apply *mutatis mutandis* to the New Employee (provided the Party that had previously received services from such Departed Employee but was not the employer of such Departed Employee consents in writing to the New Employee assuming the responsibilities of such Departed Employee to provide services to such Party, such consent not to be unreasonably withheld or delayed) and such New Employee shall be deemed to be a Shared Employee hereunder, provided the terms and conditions of the Employing Party’s employment of such New Employee are substantially similar to the terms and conditions upon which the Employing Party employed the Departed Employee. For the avoidance of doubt, the failure of an Employing Party to replace a Departed Employee with a New Employee shall not constitute a breach of this Article and shall not affect or limit the obligations of either CMI or Canwest LP to continue to make the services of the remaining Shared Employees available to the other Party under the terms hereof.

8.6 Access and Records

- (a) Each of CMI and Canwest LP shall provide the other Party and its employees, agents and contractors with continued and uninterrupted access during normal business hours to its and its Affiliates property, assets and personnel, including documents and records, as is necessary to permit the Shared Employees to provide or assist in the provision of services described under Sections 8.1 and 8.2 above.
- (b) Each of CMI and Canwest LP shall maintain accurate and complete records of all costs and expenses associated with the Shared Employees consistent with their current business practices and also, where appropriate, in accordance with

generally accepted accounting principles. Each of CMI and Canwest LP shall provide the other Party and its designated agents with access to such records at all reasonable times during normal business hours and each of CMI and Canwest LP will have the right to conduct audits of those records at its sole cost and expense. Each of CMI and Canwest LP shall preserve all such records in accordance with its record retention policies.

8.7 Termination of Services

- (a) Either CMI or Canwest LP may terminate any services provided by a Shared Employee employed by the other Party upon two weeks prior notice to the other Party.
- (b) If (i) the services provided to CMI or Canwest LP by a Shared Employee employed by the other Party are terminated; or (ii) any Shared Employee ceases to be an employee of Canwest LP or CMI, as applicable, and is not replaced in accordance with the terms of this Article, in each case, on a date other than at the end of a month, the Shared Employee Costs associated with such Shared Employee shall be pro-rated appropriately.

8.8 Transferred Employees

- (a) On or before the LP Closing Date, Canwest LP shall offer employment to Dana Toering, Stephen Veerman and Keith Benedict (the “**Transferred CMI IT Employees**”) on terms and conditions which are in the aggregate substantially similar to the terms and conditions upon which such Transferred CMI IT Employees are currently employed by CMI.
- (b) Concurrently with the execution of this Agreement, Canwest LP shall offer employment to Steven Pasternak (the “**Transferred CMI Legal Employee**”, and together with the Transferred CMI IT Employees, the “**Transferred CMI Employees**”) on terms and conditions which are in the aggregate substantially similar to the terms and conditions upon which such Transferred CMI Legal Employee is currently employed by CMI.
- (c) On or before the LP Closing Date, CMI shall offer, or shall cause one of its Affiliates (other than the LP Entities or New NP) to offer, employment to David Kim and Valerie Davidson (the “**Transferred LP Employees**”) on terms and conditions which are in the aggregate substantially similar to the terms and conditions upon which such Transferred LP Employees are currently employed by Canwest LP or CPI, as applicable.
- (d) The CMI Parties hereby consent to (i) Canwest LP offering employment to and employing the Transferred CMI Employees; and (ii) the employment by any LP Party or its Affiliates on or prior to the date hereof of any individuals previously employed by any CMI Party.
- (e) Canwest LP hereby consents to (i) CMI or its Affiliates (other than the LP Entities or New NP) offering employment to and employing the Transferred LP

Employees; and (ii) the employment by any CMI Party or its Affiliates on or prior to the date hereof of any individuals previously employed by any LP Party.

ARTICLE 9 REALIGNMENT OF REAL PROPERTY

9.1 Real Properties Held by CMI as Nominee for CPI

- (a) CMI acknowledges that: (i) pursuant to the terms of a nominee agreement made as of August 31, 2005 between Port Alberni Times Group Inc. (now CMI) and CanWest MediaWorks Publications Inc. (now CPI) (the “**Port Alberni Nominee Agreement**”), CMI holds legal title to the property municipally known as 4918 Napier Street, Port Alberni, British Columbia (as more particularly described in the Port Alberni Nominee Agreement, the “**Port Alberni Property**”) as nominee for CPI as the beneficial owner of the Port Alberni Property; (ii) pursuant to the terms of a nominee agreement made as of August 31, 2005 between Nanaimo Daily News Group Inc. (now CMI) and CanWest MediaWorks Publications Inc. (now CPI) (the “**Nanaimo Nominee Agreement**”), CMI holds legal title to the property municipally known as 2575 McCullough Road (Units A1, A2, B1), Nanaimo, British Columbia (as more particularly described in the Nanaimo Nominee Agreement, the “**Nanaimo Property**”) as nominee for CPI as the beneficial owner of the Nanaimo Property.
- (b) CMI confirms that in accordance with the terms of the Port Alberni Nominee Agreement and the Nanaimo Nominee Agreement, CMI will execute and deliver all such documents and instruments relating to the Port Alberni Property and the Nanaimo Property as are required from time to time by CPI, including, without limitation, any deed transferring legal title that is required by CPI. CPI confirms that all land transfer or similar taxes payable in connection with any deed or other instrument that CMI is required to execute and deliver in connection with the Port Alberni Property or the Nanaimo Property will be paid by CPI or the other party to such deed or instrument and CMI has no obligation to pay any such taxes.

9.2 Intercompany Leases

- (a) Provided any required landlord consents have been obtained, CPI and Television LP shall execute and deliver the O’Connor Street Sublease on or before the LP Closing Date.
- (b) Provided any required landlord consents have been obtained, Television LP and New NP shall execute and deliver the Queen Street Sublease on or before the LP Closing Date.
- (c) Provided any required landlord consents have been obtained, CPI and Television LP shall execute and deliver the Ste. Catherines Street Sublease on or before the LP Closing Date.

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**ARTICLE 10
INTERCOMPANY AGREEMENTS**

10.1 Sales Agency Agreement

CPI and Television LP shall execute and deliver the Sales Agency Agreement on or before the LP Closing Date.

10.2 Master Marketing Services Agreement

CPI and Television LP shall execute and deliver the Master Marketing Services Agreement on or before the LP Closing Date.

10.3 Master Digital Media Services Extension Agreement

CPI and Television LP shall execute and deliver the Master Digital Media Services Extension Agreement on or before February 28, 2011.

10.4 Advertising Agreement

CPI and Television LP shall execute and deliver the Advertising Agreement on or before the LP Closing Date.

**ARTICLE 11
NATIONAL POST LITIGATION**

11.1 Insured Litigation

Effective as of the date hereof, New NP agrees to assume the defence and responsibility for the conduct of the Insured Litigation, including the payment of the Insured Litigation Deductibles with respect thereto and responsibility for the day-to-day case management of the Insured Litigation. Such case management responsibilities are to include, without limitation, providing instructions to counsel, making employees available for examinations for discovery, providing documents, and providing witnesses at trial. New NP shall pay all Insured Litigation Deductibles in the same manner and to the same extent that NP would otherwise have been required to pay such deductibles in respect of the Insured Litigation. For greater certainty, New NP does not assume liability of NP with respect to the Insured Litigation beyond payment of any Insured Litigation Deductibles assumed in accordance with this Section and distribution of any insurance proceeds received by New NP, and New NP is not responsible for any amounts payable by NP with respect to such litigation, except to the extent insurance proceeds are available.

**ARTICLE 12
CONSENTS**

12.1 Consents to Assignment

In connection with the CMI CCAA Proceedings and the LP CCAA Proceedings (i) the CMI Parties, for and on behalf of the CMI Entities, hereby consent, to the extent required, to the assignment and transfer by any LP Entity of any of its right, title or interest under any

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Intercompany Agreement to any entity acquiring the LP Entities assets in connection with the LP CCAA Proceedings; and (ii) the LP Parties, for and on behalf of the LP Entities, hereby consent, to the extent required, to the assignment and transfer by any CMI Entity of any of its right, title or interest under any Intercompany Agreement to any entity acquiring the CMI Entities assets in connection with the CMI CCAA Proceedings.

**ARTICLE 13
GENERAL**

13.1 Complete Agreement; Construction

This Agreement, the Agreement on Shared Services and Employees and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

13.2 Expenses

Except as otherwise provided in this Agreement each Party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

13.3 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

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

Canwest Global Communications Corp.
31st Floor
Canwest Place
201 Portage Avenue
Winnipeg, Manitoba
R3B 3L7

Attention: Richard M. Leipsic
Fax: 204-947-9841
E-mail: RLeipsic@canwest.com

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

Canwest Media Inc.
31st Floor
Canwest Place
201 Portage Avenue
Winnipeg, Manitoba
R3B 3L7

Attention: Richard M. Leipsic
Fax: 204-947-9841
E-mail: RLeipsic@canwest.com

- (c) in the case of a Notice to Television LP at:

Canwest Television Limited Partnership
121 Bloor Street East
Suite 1500
Toronto, Ontario
M4W 3M5

Attention: Andrew Akman
Fax: 416-966-7530
E-mail: aakman@canwest.com

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

The National Post Company
31st Floor
Canwest Place
201 Portage Avenue
Winnipeg, Manitoba
R3B 3L7

Attention: Richard M. Leipsic
Fax: 204-947-9841
E-mail: RLeipsic@canwest.com

- (e) in the case of a Notice to Canwest LP at:

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

Attention: Doug Lamb
Fax: 416-442-2135
E-mail: dlamb@canwest.com

- (f) in the case of a Notice to New NP at:

National Post Inc.
1450 Don Mills Road
Don Mills, Ontario
M3B 2X7

Attention: Doug Lamb
Fax: 416-442-2135
E-mail: dlamb@canwest.com

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

Canwest Publishing Inc.
1450 Don Mills Road
Don Mills, Ontario
M3B 2X7

Attention: Doug Lamb
Fax: 416-442-2135
E-mail: dlamb@canwest.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

13.4 Assignment

No Party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of each of the other Parties, except that (i) Canwest LP, CPI and New NP shall assign this Agreement to any entity acquiring their assets in connection with the LP CCAA Proceedings (the “**Print Assignee**”) and shall, as a condition precedent to such a transaction, provide that the Print Assignee assume all of the obligations of the LP Parties under this Agreement pursuant to a form of assumption agreement agreed in writing by the Parties acting reasonably; and (ii) CGCC, CMI, Television LP and NP shall assign this Agreement to any entity acquiring their assets in connection with the CMI CCAA Proceedings (the “**Broadcast Assignee**”) and shall, as a condition precedent to such a transaction, provide that the Broadcast

Assignee assume all of the obligations of the CMI Parties under this Agreement pursuant to a form of assumption agreement agreed in writing by the Parties acting reasonably.

13.5 Successors

The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors.

13.6 Joint Drafting

This Agreement shall be deemed to have been jointly drafted by the Parties and no provision of it shall be interpreted or construed for or against another Party because such party actually or purportedly prepared or requested such provision or any other provision of the Agreement.

13.7 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 transactions contemplated hereby) as counsel to and jointly representing the LP Entities and the CMI Entities (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.

13.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

13.9 Agreements to Remain in Full Effect

Except as specifically amended by this Agreement, each of the Agreement on Shared Services and Employees and the Trade-marks Licence Agreement shall continue to be in full force and effect, without amendment, and is hereby in all respects ratified and confirmed.

13.10 Further Assurances and Amendments

The Parties 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 shall provide such 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. Each Party shall consider in good faith any amendments, supplements, modifications or waivers of this Agreement proposed or requested by another Party; provided, however, that no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

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13.11 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile or other form of electronic communication and all such counterparts and electronic copies together constitute one and the same agreement.

[Signature page follows.]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

**CANWEST GLOBAL
COMMUNICATIONS CORP.**

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

CANWEST MEDIA INC.

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

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

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

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

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

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

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

NATIONAL POST INC.

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

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

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

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**SCHEDULE 2.1
ASSIGNED CONTRACTS**

No.	Canwest Contracting Party	Other Parties	Date	Products / Services Provided
1	Canwest Media Inc. (original contracting party) Canwest Television Limited Partnership (current contracting party).	Fast International AS	September 26, 2008	Perpetual License Agreement Order Form Search engine software for entire Canwest site (FP Infomart, recipes, stories)
2	Canwest Media Inc. (original contracting party) Canwest Television Limited Partnership (current contracting party).	Merlinone Inc.	June 4, 2004	Agreement Editorial Software
3	Canwest Media Inc. (original contracting party) Canwest Television Limited Partnership (current contracting party).	Nice Systems Inc.	March 31, 2005	Maintenance Services Agreement Maintenance Services (Reach Canada Call Centre Inbound Calling)
4	Canwest Media Inc. (original contracting party) Canwest Television Limited Partnership (current contracting party).	Oracle Corporation Canada Inc.	May 30, 2008	Oracle License and Services Agreement V020408 Software License Terms and Conditions (Hyperion)
5	Canwest Media Inc. (original contracting party) Canwest Television Limited Partnership (current contracting party).	Oracle Corporation Canada Inc. (Hyperion License Ordering Document)	May 30, 2008	Ordering Document (related to Oracle License and Services Agreement V020408) Software License (Additional Terms) (Hyperion)

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<u>No.</u>	<u>Canwest Contracting Party</u>	<u>Other Parties</u>	<u>Date</u>	<u>Products / Services Provided</u>
6	Canwest Global Communications Corp.	Oracle Corporation Canada Inc.	May 28, 2005	Ordering Document and Oracle License and Services Agreement V032305 (incorporated by reference into one document) Software License and Terms and Conditions
7	Canwest Media Inc. (original contracting party) Canwest Television Limited Partnership (current contracting party).	Ecteon, LLC	April 8, 2002	Contraxx Maintenance Agreement Software License and Maintenance and Support services for Contract Management software (Contraxx)
8	CanWest Global Communications Corp.	Progress Software Corporation	March 13, 2009	Invoice and License Addendum License Agreement
9	CanWest Global Communications Corp.	Progress Software Corporation	March 13, 2009	Invoice and License Addendum Maintenance services for "esb" software
10	Canwest Media Inc. (original contracting party) Canwest Television Limited Partnership (current contracting party).	IBM Canada Limited	February 23, 2005	Master Customer Agreement

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**SCHEDULE 3.1
TRADE-MARKS**

CGCC Trade-marks:

Trade-mark	Goods	Status	Country	Owner on Record (Name/Reporter)	App. Submit Date	App. Number	Reg. Date	Registration Number (TMA)
SERIOUSLY WESTCOAST	Wares	Registered	CAN	Canwest Global Communications Corp.	31-Mar-04	1211647	13-Apr-07	685937

CMI Trade-marks:

Trade-mark	Goods	Status	Country	Owner on Record (Name/Reporter)	App. Submit Date	App. Number	Reg. Date	Reg. Number (TMA)
AUCTIONMART	Wares	Allowed	US	Canwest Media Inc.	19-Sep-02	78165758		
AUCTIONMART	Services	Registered	CAN	Canwest Media Inc.	05-Jul-02	1145916	25-Aug-08	721905
AUCTIONMART	Wares	Registered	EU	CanWest MediaWorks Inc.	01-Oct-02	2870889	7-Oct-05	2870889
AUCTIONMART & DESIGN	Wares	Registered	EU	CanWest MediaWorks Inc.	01-Oct-02	2870418	18-Nov-03	2870418
AUCTIONMART & Design	Services	Registered	CAN	Canwest Media Inc.	05-Jul-02	1145915	2-Sep-08	722747
AUCTIONMART CANADA.COM & DESIGN	Services	Pending	US	Canwest Media Inc.	19-Sep-02	78165765		
DOSE & DESIGN	Wares Services	Registered	AU	CanWest MediaWorks Inc.	12-Sep-06	1134975	8-Jan-08	1134975
EVERY CEO STARTS WITH ABC	Wares	Registered	CAN	Canwest Media Inc.	01-Feb-02	1129822	10-Nov-03	594376
HARBOUR CITY STAR	Wares Services	Registered	CAN	Canwest Media Inc.	15-Nov-96	0828725	18-Nov-97	485684
I LOVE SURREY	Wares Services	Registered	CAN	CanWest MediaWorks Ltd.	13-Apr-05	1254895	30-Mar-07	685193
LIRE, C'EST GRANDIR	Wares Services	Registered	CAN	Canwest Media Inc.	01-Apr-03	1173212	6-Jul-04	614168
RAISE A READER & DESIGN	Wares Services	Registered	CAN	Canwest Media Inc.	01-Apr-03	1173213	2-Jul-04	613992
RAISE A READER-LIRE, C'EST GRANDIR & DESIGN	Wares Services	Registered	CAN	Canwest Media Inc.	01-Apr-03	1173214	30-Jun-04	613948

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Trade-mark	Goods	Status	Country	Owner on Record (Name/Reporter)	App. Submit Date	App. Number	Reg. Date	Reg. Number (TMA)
RAISE-A-READER	Wares Services	Registered	CAN	Canwest Media Inc.	01-Feb-02	1129819	12-Nov-03	594491
RAISE-A-READER DAY	Wares Services	Registered	CAN	Canwest Media Inc.	01-Feb-02	1129820	10-Dec-03	597055
RAISE-A-READER KIDS CLUB	Wares	Registered	CAN	Canwest Media Inc.	01-Feb-02	1129821	22-Feb-05	633455
VALUE PLUS	Wares Services	Registered	CAN	Canwest Media Inc.	10-Sep-86	0569092	4-Dec-87	334850

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SCHEDULE 3.2 DOMAIN NAMES

<u>Domain Name</u>	<u>Ext.</u>
action-tv	.ca
allianceatlantis	.com
alliance-atlantis	.com
allianceatlantismedia	.com
ancestorsintheattic	.ca
ancestorsintheattic	.com
asperfoundation	.org
beyondthepodium	.ca
beyondthepodium	.com
bigcityfeelings	.ca
bigcityfeelings	.com
boycottcanwestglobal	.com
canadaglee	.ca
canadaglee	.com
canadasgotglee	.ca
canadasgotglee	.com
canwestcabaret	.ca
canwestconnects	.com
canwestconnects	.ca
canwestglobal	.com
canwestmedia	.biz
canwestmedia	.ca
canwestmedia	.com
canwestmedia	.info
canwestmedia	.net
canwestmedia	.org
CANWESTMEDIA	.tv
canwestmediasales	.ca
canwestmediasales	.com
canwestmediasales	.net
canwestmediasales	.org
canwestmediaworks	.ca
canwestmediaworks	.com
canwestmediaworkssales	.com
canwestsales	.ca
canwestsales	.com
canwesttv	.ca
canwesttv	.com
canwesttvmedia	.com
canwestventures	.com
carryourglobalstation	.ca
carryourglobalstation	.com
cfjc	.ca
cfjcnews	.ca
chbc	.com
chbcnews	.ca
chcanews	.ca
chcanews	.com

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<u>Domain Name</u>	<u>Ext.</u>
checknews	.ca
chmontreal	.ca
chmontreal	.com
chreddeer	.com
chtelevision	.ca
chtv	.ca
chtv	.com
chtvmedia	.com
cisatv	.com
cjzzfm	.com
ckrd	.ca
clicktv	.ca
clikt	.ca
coldsquad	.com
communityville	.ca
COOLAIR	.tv
coolbroadcasting	.com
coolbroadcasting	.net
coolbroadcasting	.ca
COOLBROADCASTING	.tv
coolfm	.net
coolfmwinnipeg	.com
cooljazz	.ca
coolmusic	.ca
COOLPRODUCTIONS	.tv
coolradio	.ca
COOLRADIO	.tv
coolrecords	.ca
COOLRECORDS	.tv
cooltv	.ca
coolvideo	.ca
COOLVIDEO	.tv
cwipfund	.ca
cwincomefund	.com
cwincomefund	.ca
cwmwincomefund	.ca
cwmwincomefund	.com
darknessiscoming	.ca
daysofremembrance	.ca
daysofremembrance	.ca
dejaviestv	.ca
designrivals	.net
divaonadime	.ca
divatv	.ca
diva-tv	.ca
diy	.ca
duque	.ca
ecanadalaunch	.com
ecanadalaunchparty	.com
ecmarketingawards	.com
eentertainment	.ca
elaunchparty	.ca

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<u>Domain Name</u>	<u>Ext.</u>
elaunchparty	.com
eonline	.ca
estorecanada	.com
etcanadaesucks	.ca
etcanadaesucks	.com
etcanadasucks	.ca
etcanadasucks	.com
fineliving	.ca
foodnetwork	.ca
foodtv	.ca
foodtvcanada	.com
fox2004	.ca
foxnews	.ca
foxsports	.ca
getacooljob	.com
glbl	.tv
gleefm	.com
gleefm	.ca
global16x9	.com
GLOBALBC	.tv
GLOBALCALGARY	.tv
globalcalling	.ca
globalcreative	.ca
GLOBALCREATIVE	.tv
globalcreativeservices	.ca
globalcreativeservices	.com
GLOBAL EDMONTON	.tv
globaliscalling	.ca
globaliscalling	.com
globallatenight	.ca
globallatenight	.com
globallethbridge	.ca
globallethbridge	.com
GLOBALLETHBRIDGE	.tv
globalmaritimes	.ca
globalmaritimes	.com
GLOBALMARITIMES	.tv
globalmontreal	.ca
globalmontreal	.com
GLOBALMONTREAL	.tv
globalnational	.ca
globalnational	.com
GLOBALNATIONAL	.tv
Globalokanagan.com	.com
globalontario	.com
GLOBALONTARIO	.tv
globalquebec	.ca
globalquebec	.com
GLOBALQUEBEC	.tv
globalreality	.ca
GlobalReality	.tv

<u>Domain Name</u>	<u>Ext.</u>
global-reality	.ca
globalrealitychannel.ca	.ca
globalrealitychannel.ca	.com
GlobalRealityTV	.com
GlobalRealityTV	.ca
globalregina	.ca
globalregina	.com
GLOBALREGINA	.tv
globalsaskatoon	.ca
globalsaskatoon	.com
GLOBALSASKATOON	.tv
globalscalling	.ca
globalscalling	.com
globaltelevision	.ca
globaltelevisionnetwork	.ca
globalthunderbay	.com
globalthunderbay	.ca
globalthunderbay	.tv
globaltoronto	.com
globaltv	.ca
globaltv	.com
globaltvbc	.ca
globaltvbc	.com
globaltvcalgary	.ca
globaltvcalgary	.com
globaltv Edmonton	.ca
globaltv Edmonton	.com
globaltvlethbridge	.ca
globaltvlethbridge	.com
globaltvmaritimes	.ca
globaltvmaritimes	.com
globaltvmedia	.ca
globaltvmedia	.com
globaltvmontreal	.ca
globaltvmontreal	.com
globaltvnews	.ca
globaltvontario	.ca
globaltvontario	.com
globaltvquebec	.ca
globaltvquebec	.com
GlobalTVReality	.com
globaltvregina	.ca
globaltvregina	.com
globaltvsaskatoon	.ca
globaltvsaskatoon	.com
globaltvthunderbay	.com
globaltvthunderbay	.ca
globaltvwinnipeg	.ca
globaltvwinnipeg	.com
globalwinnipeg	.ca
globalwinnipeg	.com
GLOBALWINNIPEG	.tv

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<u>Domain Name</u>	<u>Ext.</u>
globalvreality	.ca
gnn	.ca
gotglee	.ca
greattv	.ca
hgtv	.ca
hgtvcanada	.com
historytravel	.ca
homeandgardencanada	.com
homesanddesign	.ca
hotsnackradio	.ca
hotsnackradio	.com
ifctv	.ca
ifonlyyouwereme	.ca
itv	.ca
Jaclife	.ca
Jaclife	.com
lifenetwork	.ca
lifenetwork	.com
lifenetworks	.ca
lonestartv	.ca
mfgw	.ca
movietimetv	.ca
mvpmobiles	.com
myfabulousgaywedding	.net
mysterytv	.ca
natgeo	.ca
nationalgeographic	.ca
newtvchannels	.ca
newtvchannels	.com
Noonnewsextra	.com
northernmysteries	.ca
pixxtv	.ca
pixxtv	.com
pixxtv	.net
pixxtv	.org
primetv	.ca
primetvmedia	.com
projectrunwaycanada	.ca
projectrunwaycanada	.com
rdtv	.com
rookieblue	.ca
shopglobaltv	.com
showcaseaction	.ca
showcaseaction	.com
showcasediva	.ca
showcasediva	.com
signup2win	.ca
slice	.ca
slicetv	.ca
slicetv	.com
specialtytv	.ca
specialtytv	.com
thecookingchannel	.ca

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<u>Domain Name</u>	<u>Ext.</u>
thepetguys	.ca
thepetguys	.com
thismorninglive	.com
tvforbc	.ca
tvtrópolis	.ca
tvtrópolis	.com
TVTROPOLIS	.tv
tvtxt	.ca
warofthewheels	.ca
watch24now	.com
wellmadepost	.com
Welovemovies	.ca
whosedesign	.ca
whosedesign	.com
whosedesignisitanyway	.ca
wicmobile	.com
winyoursoul	.com
wipeoutcanada	.ca
wipeoutcanada	.com
womanofvision	.ca
wwwlifenetWORKS	.ca

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**SCHEDULE 4.1
LP IT HARDWARE**

Accounting Ref. No.	Quantity	Model Number/Description
C-F7-49-CITG	1	HP RX8640-20 way/8x module pair
C-F9-12-CITG	2	HP BL460C G1 DVLSS CTO blade server

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SCHEDULE 4.2
TELEVISION LP IT HARDWARE

Accounting Ref. No.	Quantity	Model Number/Description
CITG 27-04	2	RX1600 - Dual 1.0GHz, 1.5MB, 8GB SDRAM, Dual FC
CITG 27-04	3	RX4640 - Dual 1.5GHz 6MB, 32GB DDR, Triple FC
B-F7-96	4	HP rx4640 1.6Ghz 24MB DC Processor
CITG 27-04	9	OV Operations/Performance Agent Tier 0
CITG 27-04	1	OV Data Protector On Line Ext Unix 1LTU
CITG 27-04	1	DSR1021 - 1 Digital User, 1 Local User
CITG 27-04	1	DSR1021 Digital - Analog IP KVM

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SCHEDULE 6.1(B)
AMENDMENT TO SCHEDULE B OF THE SHARED SERVICES AGREEMENT
SCHEDULE B – IT SERVICES TERMINATING ON AUGUST 31, 2010

Nil.

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SCHEDULE 6.1(C)
AMENDMENT TO SCHEDULE C OF THE SHARED SERVICES AGREEMENT

SCHEDULE C – IT SERVICES TERMINATING ON FEBRUARY 28, 2011

IT Service	Description of Service(s)
Communications	<ul style="list-style-type: none"> • PBX administration - Avaya, Nortel, break/fix, T1 meg • VPN provision and management for employee and vendor access • Daily ongoing management/maintenance of the network including; network designs, break/fix, capacity planning, troubleshooting; routers, backlinks, central hub; firewalls; ISP Internet service; Cisco VoIP administration • DNS host records management • MPLS network contract and system management including potential re-design or updated technology solution
Technical Services	<ul style="list-style-type: none"> • Management of Microsoft Active Directory infrastructure • Management of Microsoft Exchange and administration of mailboxes • Management and support of non-S4M databases, servers, storage and SAN (break/fix, patch, upgrade); infrastructure architecture; monitoring and reporting; performance - management and capacity planning; data center facility management; 2nd and 3rd level support for Service • Provision and management of FTP/EFTP services • Management and support of S4M servers, storage and SAN (break/fix, patch, upgrade); infrastructure architecture; monitoring and reporting; performance - management and capacity planning; data center facility management; 2nd and 3rd level support for Service
Service Management	<ul style="list-style-type: none"> • Change Management, incident management and communications, OLA and SLA management
Service Desk	<ul style="list-style-type: none"> • Single point of contact ; operational ITIL to manage incidents to resolution; service requests; communication; deskside support; deskside standards; cals installations; moves/adds/changes; Mac desktop

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