

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

APPLICANTS

MOTION RECORD OF THE APPLICANTS
(Red Deer Property Sale – Returnable December 8, 2009)

December 1, 2009

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TO: THE SERVICE LIST

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST

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

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

Applicants

CANWEST SERVICE LIST, NOVEMBER 24, 2009

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SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT ACT,
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SCHEDULE "A"**

Applicants

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United States of America

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Toronto, ON M5X 1H3

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BCE Place, 8th Floor
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CBSC CAPITAL INC.
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Oakville, ON L6M 2W2

**CHRYSLER FINANCIAL
DAIMLERCHRYSLER FINANCIAL SERVICES CANADA INC.**
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Calgary, AB T2J 7E8

CIBC MELLON TRUST COMPANY
320 Bay Street, P.O. Box 1
Toronto, ON M5H 4A6

CITIBANK CANADA
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Toronto, ON M5J 2M3

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Markham, ON L3R 0Y6

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Edmonton, AB T5J 5C7

GE CANADA FINANCE HOLDING COMPANY

11 King Street West, Suite 1500
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GMAC LEASECO CORPORATION

2400-10155, 102 Street
Edmonton, AB T5J 4G8

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HSBC

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Vancouver, BC V5K 1Z3

IKON OFFICE SOLUTIONS INC.

Ste 200-2300 Meadowvale Blvd.
Mississauga, ON L5N 5P9

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APPLICANTS

MOTION RECORD

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Tab 1

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APPLICANTS

**NOTICE OF MOTION
(Red Deer Property Sale)**

Canwest Global Communications Corp. and the other Applicants listed on Schedule "A" hereto (the "Applicants") and the Partnerships listed on Schedule "B" hereto (the "Partnerships" and, together with the Applicants, the "CMI Entities") will make a motion before a judge of the Ontario Superior Court of Justice on December 8, 2009 at 10:00 A.M., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order (the "**Approval and Vesting Order**") substantially in the form attached to the Motion Record:
 - (a) abridging the time for service of this Notice of Motion and the Motion Record herein and dispensing with service on any person other than those served;
 - (b) approving the Offer to Purchase and Interim Agreement (the "**Offer to Purchase**") by and between Canwest Television GP Inc. ("**CTGP**") and Canwest Television Limited Partnership ("**CTLP**" and together with

CTGP, the “**Vendors**”) and Jim Pattison Developments Ltd. (the “**Purchaser**”), delivered to the Vendors on November 26, 2009 and accepted by the Vendors on November 27, 2009, which provides for a sale (the “**Property Sale**”) of the real property located at 2840 Bremner Avenue in Red Deer, Alberta together with the Building (as hereinafter defined) (the “**Red Deer Property**”) and related assets (collectively, the “**Purchased Assets**”);

- (c) authorizing the Vendors and the Monitor to complete all requirements, conditions and transactions contemplated by the Offer to Purchase;
- (d) vesting all of the Purchased Assets in the Purchaser free and clear of any Encumbrances (save and except for the Title Reservations) (as those terms are defined in the Offer to Purchase) upon the delivery of an escrow certificate from the Monitor to the Purchaser confirming that all closing deliveries have been made and are being held in escrow pending registration and the registration of the Approval and Vesting Order at the Alberta Land Titles Office;
- (e) sealing the confidential supplement to the Monitor’s Eighth Report (the “**Confidential Supplement**”) until further Order of the Court; and

2. Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. The CMI Entities were granted protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) dated October 6, 2009;

2. The Initial Order granted a stay of proceedings until November 5, 2009, or such later date as this Honourable Court may order. On October 30, 2009, the CMI Entities obtained an Order, *inter alia*, extending the stay of proceedings until January 22, 2010;

3. CTGP is the current legal owner of the Red Deer Property. CTGP holds title to the Red Deer Property on behalf of CTLP, which is the sole beneficial owner of the Red Deer Property;
4. A single commercial building (the “**Building**”) exists on the Red Deer Property;
5. Until recently, the Vendors operated *CHCA-TV* out of the main floor of the Building;
6. *CHCA-TV* was permanently closed on August 31, 2009. Since the closure of *CHCA-TV*, the Vendors have ceased regular operations at the Red Deer Property. The main floor of the Building is currently unoccupied;
7. The upper level of the Building is currently occupied by Big 105FM Radio (*CHUB*), a division of Jim Pattison Industrial Ltd. (the “**Tenant**”), pursuant to a lease agreement dated September 1, 2002, as amended by a lease amendment dated August 3, 2004 (collectively, the “**Lease**”). The Lease was set to expire on November 30, 2009;
8. The Vendors commenced discussions with various real estate professionals regarding a potential sale of the Red Deer Property in February 2009, following the announcement that Canwest Global was beginning to explore its strategic options in relation to *CHCA-TV* and certain other *E!*-branded television stations;
9. In order to determine the fair market value of the Red Deer Property, the Vendors commissioned Colliers International Realty Advisors Inc. (“**Colliers**”) and Soderquist Appraisals Ltd. (“**Soderquist**”) to conduct independent property appraisals;
10. Colliers delivered its appraisal (the “**Colliers Appraisal**”) of the Red Deer Property in May 2009. Soderquist delivered its appraisal of the Red Deer Property (the “**Soderquist Appraisal**”) in September 2009;
11. In late July 2009, a representative of the Purchaser contacted the Vendors to express interest in the Red Deer Property. Discussions continued over the following several months;
12. The Purchaser is an affiliate of the Tenant;

13. The Purchaser delivered an executed Offer to Purchase to the Vendors on November 26, 2009. The Vendors accepted the Offer to Purchase on November 27, 2009;
14. The Offer to Purchase provides that the Purchaser offers and agrees to purchase the Red Deer Property, together with all buildings, structures, erections, improvements, appurtenances, and fixtures situated in or upon the Red Deer Property, including, without limitation, the transmitter tower and the Chattels, but excluding the Excluded Improvements (as those terms are defined in the Offer to Purchase);
15. The Offer to Purchase includes certain closing conditions, including a condition that the Approval and Vesting Order be issued and entered, and any other necessary Order of a court of the Province of Alberta recognizing the Approval and Vesting Order;
16. Neither the Vendors nor any of the other CMI Entities have received any other formal expressions of interest in respect of the Red Deer Property or in respect of the related assets;
17. The market had been aware that Canwest Global was exploring its strategic options in respect of *CHCA-TV* since February 2009 and that Canwest Global had decided to permanently close *CHCA-TV* since July 2009;
18. Based on current market conditions, the “fair market value” opinions expressed in the Colliers Appraisal and the Soderquist Appraisal, and the opportunity to avoid a lengthy listing period wherein the Building would be vacant or only partially occupied, the Offer to Purchase represents the best possible transaction in the circumstances for the benefit of the CMI Entities and their stakeholders;
19. The consideration to be received by the Vendors is reasonable and fair;
20. The Vendors has consulted with a number of creditors of the CMI Entities in respect of the Property Sale;
21. The Monitor is supportive of the Property Sale;

22. The Confidential Supplement contains (i) copies of the Colliers Appraisal and the Soderquist Appraisal (collectively, the “**Appraisals**”) and (ii) an unredacted copy of the Offer to Purchase (*i.e.*, containing the consideration payable by the Purchaser);
23. If the Appraisals and/or the unredacted Offer to Purchase are made available to the public and the Property Sale does not close, the CMI Entities will be at a competitive disadvantage, as disclosure of the appraised value of the Red Deer Property and the consideration that the Vendors are willing to accept for the Red Deer Property would significantly weaken the Vendors’ ability to bargain with other third parties who may later express an interest in the Red Deer Property;
24. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
25. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended and sections 100 and 137(2) of the *Ontario Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and
26. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this motion:

1. The Affidavit of John E. Maguire sworn November 27, 2009;
2. The Eighth Report of the Monitor;
3. The Confidential Supplement;
4. The Initial Order dated October 6, 2009; and
5. Such further and other materials as counsel may advise and this Honourable Court may permit.

December 1, 2009

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Lawyers for the Applicants

TO: THE SERVICE LIST

Tab A

Schedule "A"

Applicants

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

Tab B

Schedule "B"

Partnerships

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

Tab 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE DAY
)
MADAM JUSTICE PEPALL) OF DECEMBER, 2009

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

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

Applicants

**ORDER
(Approval and Vesting Order)**

THIS MOTION, made by Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" hereto (collectively, the "Applicants") and the partnerships listed on Schedule "B" hereto (the "Partnerships" and with the Applicants, the "CMI Entities"), for an order, *inter alia*, (i) approving the sale transaction (the "Transaction") contemplated by the Offer to Purchase and Interim Agreement (the "Sale Agreement") by and between Canwest Television GP Inc. and Canwest Television Limited Partnership (collectively, the "Vendors") and Jim Pattison Developments Ltd. (the "Purchaser"), dated November 26, 2009 and accepted on November 27, 2009 and appended to the affidavit of John E. Maguire sworn November 27, 2009 (the "Maguire Affidavit"), and (ii) vesting in the Purchaser the rights, title and interest in the Purchased Assets described (as defined in the Sale Agreement), free and clear of all Encumbrances (as defined in the Sale Agreement), save and except for the Title Reservations (as defined in the Sale Agreement), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), was heard this day at 330 University Avenue, Toronto, Ontario.

Draft

ON READING the Notice of Motion of the CMI Entities, the Maguire Affidavit and the Exhibits thereto, the Eighth Report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the CMI Entities (the “Monitor”), and on hearing from counsel for the CMI Entities, the Monitor, the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc., CIT Business Credit Canada Inc., and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed.

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Sale Agreement.

APPROVAL OF SALE AGREEMENT

3. **THIS COURT ORDERS** that the Sale Agreement is hereby approved and the entering into and execution of the Sale Agreement by and between the Vendors and the Purchaser is hereby authorized and approved. Further, the parties to the Sale Agreement are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF ASSETS

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a certificate from the Monitor to the Purchaser substantially in the form attached as Schedule “C” hereto (the “Escrow Certificate”) and the issuance of a Certificate of Title in respect of the Real Property (as defined in paragraph 5) in the Purchaser’s name in accordance with paragraph 5, all of the Vendors’ right, title and interest in and to the Purchased Assets shall vest, without further

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instrument of transfer or assignment, absolutely in the Purchaser and the Purchaser shall be the absolute owner thereof, free and clear of and from any charge, mortgage, lien, pledge, claim, liability, restriction, security interest, trust, deemed trust or other encumbrance whether created or arising by agreement, statute or otherwise at law, attaching to property, interests and rights, whether or not they constitute specific or floating charges as those terms are understood under the laws of the Province of Ontario and the Province of Alberta (collectively, the “Claims”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of the Honourable Justice Pepall dated October 6, 2009 (the “Initial Order”); (ii) all charges, security interests, liens or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Personal Property Security Act* (Alberta), or any other personal or movable property registry system; and (iii) those Claims listed on Schedule “D” hereto (all of (i), (ii) and (iii), collectively referred to as the “Encumbrances”); but excluding the Title Reservations as defined in the Sale Agreement and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Title Reservations, are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that only upon receipt of a copy of the Escrow Certificate and a certified copy of this Order together with a written request from counsel for the Purchaser, Bennett Jones LLP, to do so, the Registrar of the Alberta Land Titles Office (the “Registrar”) shall, notwithstanding s. 191(1) of the Alberta *Land Titles Act*, R.S.A. 2000, c. L-4:

- (a) forthwith register this Order and cancel the existing Certificate of Title with number 092 003 456 in respect of the real property identified in Schedule “E” hereto (the “Real Property”) and issue a new Certificate of Title to the Real Property in the name of the Purchaser of 18th floor, 1067 Cordova Street, Vancouver, BC, V6C 1C7;
- (b) and shall do so:
 - (i) subject to any reservations and exceptions contained in the existing Certificate of Title to the Real Property; and

Draft

- (ii) free from all Encumbrances, including but not limited to the mortgage registered on title to the Real Property in favour of CIBC Mellon Trust Company as Registration No. 092 178 758 and any other instrument registered on or after November 30, 2009 at * a.m.

6. **THIS COURT ORDERS** that, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Escrow Certificate, as soon as reasonably practicable after delivery thereof to the Purchaser, and a copy of a Monitor's certificate substantially in the form attached as Schedule "F" hereto (the "Monitor's Certificate") after the Monitor has received confirmation from the Vendors and the Purchaser that a Certificate of Title in respect of the Real Property has been issued in the Purchaser's name in accordance with paragraph 5 and that the Purchase Price payable on the Closing Date and the deliveries in section 16 and 17 of the Sale Agreement held in escrow pending the issuance of such a Certificate of Title have been released from escrow.

8. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the CMI Entities and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the CMI Entities;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the CMI Entities and shall not be

void or voidable by creditors of the CMI Entities, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. **THIS COURT ORDERS AND DECLARES** that the transactions contemplated by the Sale Agreement are exempt from the application of the *Bulk Sales Act* (Ontario) and any equivalent or applicable legislation under any other province or territory in Canada.

SEALING ORDER

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

AID AND RECOGNITION

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada against all persons, firms, corporations, governmental, municipal and regulatory authorities against whom it may otherwise be enforceable.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, including but limited to the Province of Alberta, or in the United States, including the United States Bankruptcy Court for the District of Delaware, to give effect to this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance as may be necessary or desirable to give effect to this Order.

Draft

Schedule "A"**Applicants**

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

Schedule "B"**Partnerships**

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

SCHEDULE "C" – Form of Escrow's Certificate

Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	WEDNESDAY, THE	DAY
)		
MADAM JUSTICE PEPALL)	OF DECEMBER, 2009	

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

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

Applicants

ESCROW CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Pepall of the Ontario Superior Court of Justice (the "**Court**") dated October 6, 2009, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the Applicants listed on Schedule "A" and the Partnerships listed on Schedule "B" in respect of these CCAA Proceedings (collectively, the "**CMI Entities**").

B. Pursuant to an Order of the Court dated December *, 2009 (the "**Order**"), the Court, *inter alia*, approved the Offer to Purchase and Interim Agreement (the "**Sale Agreement**") by and between Canwest Television GP Inc. and Canwest Television Limited Partnership (collectively, the "**Vendors**") and Jim Pattison Developments Ltd. (the "**Purchaser**"), dated November 26, 2009 and accepted on November 27, 2009 and provided for, among other things, the vesting in

Draft

the Purchaser the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon (i) the delivery by the Monitor to the Purchaser of this certificate, and (ii) the issuance of a Certificate of Title in respect of the Real Property in the Purchaser's name in accordance with paragraph 5 of the Order.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has confirmed that it paid to the Vendors counsel in escrow and the Vendors have confirmed that their counsel has received in escrow, the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement.

2. The Monitor has received written confirmation from the Vendors and the Purchaser that, other than the delivery of this certificate and issuance of a Certificate of Title in respect of the Real Property in the name of the Purchaser in accordance with paragraph 5 of the Order:

- (a) the conditions to Closing as set out in sections 6 and 7 of the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser;
- (b) the deliveries set out in sections 16 and 17 of the Sale Agreement have been received by the respective party entitled thereto in escrow;
- (c) the escrow referred to in paragraphs 1 and 2 of this certificate will be released, without further action of the parties, upon the issuance of a Certificate of Title in respect of the Real Property in the Purchaser's name in accordance with paragraph 5 of the Order; and
- (d) immediately upon the issuance thereof, (i) the Purchaser shall confirm in writing to the Monitor, that the Certificate of Title in respect of the Real Property has been issued in the name of the Purchaser in accordance with paragraph 5 of the Order and (ii) the Vendors and the Purchaser shall confirm in writing that the Purchase Price payable on the Closing Date and the deliveries as set out in

sections 16 and 17 of the Sale Agreement have been released from escrow and are delivered.

- 3. This Certificate was delivered by the Monitor at ___ [TIME] on ___ [DATE].

**FTI Consulting Canada Inc., in its capacity as
 Court-appointed Monitor of the CMI Entities,
 and not in its personal capacity**

Per:

Name:

Title:

Draft

SCHEDULE "D" – CLAIMS

1. Mortgage registered on title to the Property in favour of CIBC Mellon Trust Company as Registration No. 092 178 758.

Draft

SCHEDULE "E" – REAL PROPERTY

Plan 7922866

Block 14

Lot 10A

Excepting Thereout All Mines and Minerals

Draft

SCHEDULE “F” – Form of Monitor’s Certificate

Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	WEDNESDAY, THE	DAY
)		
MADAM JUSTICE PEPALL)	OF DECEMBER, 2009	

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

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

Applicants

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Pepall of the Ontario Superior Court of Justice (the “**Court**”) dated October 6, 2009, FTI Consulting Canada Inc. was appointed as the monitor (the “**Monitor**”) of the Applicants listed on Schedule “A” and the Partnerships listed on Schedule “B” in respect of these CCAA Proceedings (collectively, the “**CMI Entities**”).

B. Pursuant to an Order of the Court dated December *, 2009 (the “**Order**”), the Court, *inter alia*, approved the Offer to Purchase and Interim Agreement (the “**Sale Agreement**”) by and between Canwest Television GP Inc. and Canwest Television Limited Partnership (collectively, the “**Vendors**”) and Jim Pattison Developments Ltd. (the “**Purchaser**”), dated November 26, 2009 and accepted on November 27, 2009 and provided for, among other things, the vesting in

Draft

the Purchaser the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon (i) the delivery by the Monitor to the Purchaser of the Escrow Certificate substantially in the form of Schedule “C” to the Order and (ii) the issuance of a Certificate of Title in respect of the Real Property in the name of the Purchaser in accordance with paragraph 5 of the Order.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser, or its counsel on behalf of the Purchaser, has confirmed that a Certificate of Title in respect of the Real Property has been issued in the name of the Purchaser in accordance with paragraph 5 of the Order.
2. The Monitor has received written confirmation from the Vendors and the Purchaser that the Purchase Price payable on the Closing Date and the deliveries as set out in sections 16 and 17 of the Sale Agreement have been released from escrow and are delivered.
3. This Certificate was delivered by the Monitor at ___ [TIME] on ___ [DATE].

FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of the CMI Entities, and not in its personal capacity

Per:

Name:

Title:

Draft

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

APPLICANTS

Ontario

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER
(Approval and Vesting Order)

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Lawyers for the Applicants

F. 1114233

Tab 3

Court File No. CV-09-8396-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicants

**AFFIDAVIT OF JOHN E. MAGUIRE
(Sworn November 27, 2009)**

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

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

2. This affidavit is sworn in support of a motion brought by Canwest Global and the other Applicants listed on Schedule "A" hereto and the Partnerships listed on Schedule "B" hereto (the "**Partnerships**" and, together with the Applicants, the "**CMI Entities**") seeking an Order (the "**Approval and Vesting Order**"), substantially in the form of the draft Order included with the Motion Record,:

- (a) approving the Offer to Purchase and Interim Agreement (the "**Offer to Purchase**") by and between Canwest Television GP Inc. ("**CTGP**") and Canwest Television Limited Partnership ("**CTLP**" and together with CTGP, the "**Vendors**") and Jim Pattison Developments Ltd. (the "**Purchaser**"), delivered to

the Vendors on November 26, 2009 and accepted by the Vendors on November 27, 2009, which provides for a sale (the “**Property Sale**”) of the real property located at 2840 Bremner Avenue in Red Deer, Alberta together with the Building (as hereinafter defined) (the “**Red Deer Property**”) and related assets;

- (b) authorizing the Vendors and the Monitor to complete all requirements, conditions and transactions contemplated by the Offer to Purchase; and
- (c) vesting all of the Purchased Assets in the Purchaser free and clear of any Encumbrances (save and except for the Title Reservations) upon the delivery of an escrow certificate from the Monitor to the Purchaser confirming that all closing deliveries have been made and are being held in escrow pending registration and the registration of the Approval and Vesting Order at the South Alberta Land Titles Office.

Background

3. The CMI Entities were granted protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 6, 2009 (the “**Filing Date**”). FTI Consulting Canada Inc. was appointed at that time to act as monitor (the “**Monitor**”) in this CCAA proceeding.

4. The Initial Order, a copy of which is attached as Exhibit “A” to this Affidavit, granted, *inter alia*, a stay of proceedings until November 5, 2009, or such later date as this Honourable Court may order. On October 30, 2009, the CMI Entities obtained an Order, *inter alia*, extending the stay of proceedings until January 22, 2010.

5. Later in the day on October 6, 2009, the Monitor obtained a Temporary Restraining Order from the United States Bankruptcy Court (Southern District of New York) under Chapter 15 of the *U.S. Bankruptcy Code* (the “**Chapter 15 Proceedings**”) temporarily enjoining certain suppliers, including television production studios, distributors and other key suppliers, from taking certain action against the CMI Entities who are party to the Chapter 15 Proceedings.

6. Further details regarding the background to this CCAA proceeding are set out in the affidavits sworn by me on October 5, 2009 (the “**Initial Order Affidavit**”), October 22, 2009, and October 27, 2009 and, unless relevant to the present motion, are not repeated herein.

7. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Offer to Purchase.

The Red Deer Property

8. CTGP is the current legal owner of the Red Deer Property. CTGP holds title to the Red Deer Property on behalf of CTLP, which is the sole beneficial owner of the Red Deer Property. The Red Deer Property is legally described as Lot 10A Block 14 Plan 7922866 excepting thereout all mines and minerals. A copy of the Land Title Certificate dated April 30, 2009 in respect of the Red Deer Property is attached as Exhibit “B” to this Affidavit.

9. The Red Deer Property is located in the neighbourhood of Bower, in the City of Red Deer, in the Province of Alberta, just north of the Bower Mall, and fronting onto Bremner Avenue. The subject property consists of one lot measuring 350 ft x 250 ft, with the site area totalling 2.01 acres. The immediate area surrounding the Red Deer Property consists of commercial development, including medical, office and retail premises.

10. A single commercial building (the “**Building**”) exists on the Red Deer Property which has a footprint of 14,094 square feet, indicating site coverage of approximately 16.1%. The Building consists of two stories with approximately 14,094 square feet on the main level and approximately 9,174 square feet on the upper level for a total size of 23,268 square feet. The Building was constructed in 1980 and, until recently, was utilized as a broadcast and administration facility. The Building is situated towards the centre-front area of the site.

11. The Red Deer Property is situated in an area that is zoned DC – Direct Control District. The purpose of a Direct Control District is to provide for innovative developments, which, in the opinion of Red Deer City Council, require specific regulations unavailable in other land use districts.

12. Data provided by the City of Red Deer indicates that the 2009 assessment for the Red Deer Property is \$2,318,200 and that the 2009 property tax levy is \$36,497.27.

Lease Agreement with Jim Pattison Industrial Ltd.

13. Until recently, the Vendors occupied the entire main floor of the Building. The upper level of the Building is currently occupied by Big 105FM Radio (*CHUB*), a division of Jim Pattison Industrial Ltd., pursuant to a lease agreement dated September 1, 2002, as amended by a lease amendment dated August 3, 2004 (collectively, the “Lease”).

14. The current term of the Lease is five years and runs from December 1, 2004 to November 30, 2009. The rental schedule attached to the Lease indicates a lease area of 8,874 square feet, at a rate of \$8.00/square foot, for total annual rent of \$70,992. To date, the Lease has not been subsequently amended by the parties. A copy of the Lease is attached as Exhibit “C” to this Affidavit.

Shut down of CHCA-TV in August 2009

15. As described in the Initial Order Affidavit, until recently CTLP owned and operated, among other assets, five free-to-air television stations in Canada that delivered entertainment programming under the *E!* brand (the “*E!* Stations”). One of the *E!* Stations was *CHCA-TV* in Red Deer. *CHCA-TV* operated out of the Building.

16. On February 5, 2009, Canwest Global announced that it was exploring strategic options in respect of the five *E!* Stations. Among the several options that were being considered by Canwest Global at that time was a sale of the stations as a group or individually. A copy of the news release dated February 5, 2009 is attached as Exhibit “D” to this Affidavit.

17. With the assistance of its financial advisor, Canwest Global subsequently engaged in a comprehensive sales and marketing process in respect of the five *E!* Stations. CTLP ultimately sold three of the five *E!* Stations (*CHCH-TV* in Hamilton, *CJNT-TV* in Montreal and *CHEK-TV* in Victoria) to third parties and rebranded a fourth (*CHBC-TV* in Kelowna) into a *Global Television Network* affiliate. Despite best efforts, the fifth *E!* Station (*CHCA-TV* in Red Deer) was permanently closed on August 31, 2009 after it became apparent that there were no viable options for that station. A copy of the news release dated July 22, 2009 wherein Canwest Global announced the permanent closure of *CHCA-TV* is attached as Exhibit “E” to this Affidavit.

18. Since the closure of *CHCA-TV*, the Vendors have ceased regular operations at the Red Deer Property. The main floor of the Building is currently unoccupied.

Property Appraisals in respect of the Red Deer Property

19. Following the announcement in February 2009 that Canwest Global was beginning to explore its strategic options in relation to the *E!* Stations, the Vendors commenced discussions with various real estate professionals regarding the sale options that were available in respect of the Red Deer Property. The Vendors recognized at the time that if *CHCA-TV* could not be sold or otherwise maintained as a going concern, the Red Deer Property would likely need to be sold. In order to determine the fair market value of the Red Deer Property, the Vendors commissioned two reputable real estate appraisers, namely Colliers International Realty Advisors Inc. (“**Colliers**”) and Soderquist Appraisals Ltd. (“**Soderquist**”) (a local Red Deer real estate firm), to conduct independent property appraisals. During this time, the Vendors also commenced normal preparations for a sale, such as obtaining a survey of the Red Deer Property and removing specialized broadcast assets from the Building.

20. Colliers delivered its appraisal (the “**Colliers Appraisal**”) of the Red Deer Property to the CMI Entities in May 2009. Soderquist delivered its appraisal (the “**Soderquist Appraisal**”) of the Red Deer Property to the CMI Entities in September 2009. Both appraisals included the following opinions:

- (a) Commercial real estate prices in the Red Deer market were impacted negatively due to the market downturn, with lease rates impacted proportionally;
- (b) Vacancy rates had risen in Red Deer from approximately 3% to 5%;
- (c) The typical purchaser for the Red Deer Property would likely be a single use owner/operator of the property as the size of the Building, configuration, location and lack of an elevator would potentially discourage use as an investment property;
- (d) Portions of the exterior facade required repairs or upgrading; and

- (e) The Red Deer Property could be expected to be exposed to the market for a significant length of time prior to the completion of a sale (estimated at 3-6 months in the Colliers Appraisal and 6-12 months in the Soderquist Appraisal).

21. In terms of the pricing opinions, the estimate of “fair market value” in the Colliers Appraisal was approximately 25% greater than the estimate of “fair market value” in the Soderquist Appraisal. Some of the differences between the two appraisals consisted of the following:

- (a) the Colliers Appraisal relied, in part, on data from the City of Calgary and the City of Edmonton, while the Soderquist Appraisal relied exclusively on data from the City of Red Deer itself;
- (b) the Colliers Appraisal used a number of industrial real estate comparables, as opposed to the Soderquist Appraisal which exclusively used commercial real estate comparables; and
- (c) the Soderquist Appraisal identified the immediate need to replace the heating, ventilation and air conditioning (“HVAC”) system in the Building, whereas the Colliers Appraisal did not.

A copy of the Colliers Appraisal and the Soderquist Appraisal will be attached to a confidential supplement to the Monitor’s Seventh Report which will be filed in respect of this motion. If the appraisals are made available to the public and the Property Sale does not close, the CMI Entities will be at a competitive disadvantage, as it would significantly weaken the Vendors’ ability to bargain with other third parties who may later express an interest in the Red Deer Property, as the appraised value of the Red Deer Property will have been disclosed to the market.

Interest from Purchaser Expressed in July 2009

22. On or about July 29, 2009, a representative of the Purchaser contacted the Vendors to inquire about the sales process surrounding *CHCA-TV* and to express interest in the Red Deer Property in the event that it would be put up for sale. In the weeks that followed, the Vendors had a number of discussions with the Purchaser regarding how a direct sale could be facilitated. During these discussions, the Vendors made it clear that while they were not adverse to a direct sale to the Purchaser, they would not entertain such a sale if it would be unfavourable

to the Vendors as compared to an open sales process. Importantly, during this period, neither the Vendors nor any of the other CMI Entities received any formal expressions of interest in respect of the Red Deer Property or in respect of the related assets. As noted above, the market had been aware that Canwest Global was exploring its strategic options in respect of *CHCA-TV* since February 2009.

23. On October 1, 2009, the Vendors delivered certain confidential documents to the Purchaser. The confidential information included drawings of the Building and a May 22, 2009 Phase 1 environmental site assessment conducted by Pinchin Environmental Ltd. in relation to the Red Deer Property (the “**Phase 1 Environmental Site Assessment**”).

24. Discussions continued between the Vendors and the Purchaser during the month of October and into early November 2009. On November 12, 2009, the Purchaser delivered a draft Offer to Purchase to the Vendors. After further negotiation and discussion, the Purchaser delivered an executed Offer to Purchase to the Vendors on November 26, 2009. The Vendors accepted the Offer to Purchase on November 27, 2009. A copy of the Offer to Purchase, redacted to remove the consideration payable by the Purchaser (the “**Purchase Price**”), is attached as Exhibit “F” to this Affidavit. Disclosing the Purchase Price would be harmful to the CMI Entities as it would significantly weaken the Vendors’ ability to bargain with other third parties who may later express interest in the Red Deer Property in the event the Property Sale does not close, as the price that the Vendors are willing to accept will have been disclosed to the market. An unredacted copy of the Offer to Purchase (with the Purchase Price) will be attached to the confidential supplement to the Monitor’s Seventh Report.

The Offer to Purchase

25. The Offer to Purchase provides that the Purchaser offers and agrees to purchase the Red Deer Property, together with all buildings, structures, erections, improvements, appurtenances, and fixtures situated in or upon the Red Deer Property, including, without limitation, the transmitter tower and the Chattels, but excluding the Excluded Improvements.

26. The Vendors and the Purchaser are not related persons within the meaning of the CCAA.

A. The Purchased Assets

27. The Purchase Price is in respect of the following assets (the “**Purchased Assets**”):

- (a) the Red Deer Property;
- (b) all buildings, structures, erections, improvements and fixtures (other than the Excluded Improvements) including the Building (the “**Improvements**”); and
- (c) the machinery, equipment and chattels as listed in Schedule “A” to the Offer to Purchase.

The Purchased Assets are to be acquired in their current “as is, where is and with all faults” condition.

28. It is my understanding that the value of the machinery, equipment and chattels included in the Purchased Assets is nominal, as compared to the value of the Red Deer Property and the Improvements.

29. The Offer to Purchase provides that the Purchased Assets shall on Closing be free and clear of all Encumbrances, save and except for any reservations or exceptions stated in the existing certificate of title to the Red Deer Property (the “**Title Reservations**”).

B. Excluded Improvements

30. The Offer to Purchase provides, *inter alia*, that certain of the assets will not be acquired by the Purchaser (the “**Excluded Improvements**”). The Excluded Improvements include the following:

- (a) portions of the rooftop transmission tower structure, including (i) microwave point-point used for remote; (ii) CHCA/CITV-1 STL; (iii) Weather Central receive devices; and (iv) two TV Antennas; and
- (b) all satellite dishes and associated concrete pads, and anchors located upon and within the Red Deer Property and Improvements, specifically including the four satellite dishes on the roof of the building located on the Red Deer Property, but

excluding the Radio Dish located on the roof of the building located on the Red Deer Property.

C. Adjustments to the Purchase Price

31. The Purchase Price is subject to adjustment for items normally adjusted in transactions of similar nature in Edmonton, Alberta, including adjustments for property taxes, school taxes, levies and assessment charged, assessed or otherwise imposed on the Purchased Assets, local improvements, municipal utility charges, rents and security deposits (collectively, the “**Adjustments**”). It is intended that the Vendors will be responsible for all expenses and liabilities and will receive all rents arising from the Purchased Assets until and including the Closing Date itself. Subject to receipt of a credit against the Purchase Price for the Vendors’ share thereof, the Purchaser will assume such obligations following the Closing Date. The Adjustments will be added to or deducted from the Purchase Price, as necessary.

D. Conditions of Closing

32. The Offer to Purchase includes certain closing conditions that are required to be satisfied on or before the Closing Date. The Closing Date is defined to be December 15, 2009, or such earlier or later date as the parties may agree in writing (provided that the Vendors shall have the right to extend the Closing Date if the Approval and Vesting Order (as defined below) has not been obtained, except that the Vendors shall not have any right to extend the Closing Date beyond January 19, 2010). A summary of the principal conditions of Closing include the following:

- (a) all of the Vendors’ representations and warranties shall be true and accurate in all respects as if made on or as of the Closing Date;
- (b) there shall be no work order or deficiency notices that arose after the Condition Removal Date from any federal, provincial, municipal or other authority or agency having jurisdiction over the Purchased Assets advising of any defects in the construction or state of repair of the Improvements or advising that the use and occupation thereof does not comply with all applicable by-laws, restrictions, regulations and directives;

- (c) all of the terms, covenants and conditions of the Offer to Purchase to be complied with or performed by the Vendors on or before the Closing Date shall have been complied with or performed in all material respects;
- (d) the Vendors shall have delivered evidence of the disclaimer, termination, or rescission pursuant to the CCAA Proceedings of the service contract between the Vendors and Johnson Controls L.P. relating to the Purchased Assets (the “**Johnson Service Contract**”). The Johnson Service Contract relates to routine HVAC service such as building automation, filter changes and inspections, and life safety system management;
- (e) the Vendors shall have received and delivered to the Purchaser, to the satisfaction of the Purchaser, acting in its discretion, the transmittal letter of reliance for the Phase 1 Environmental Site Assessment; and
- (f) a final order (or separate orders) of the Court (the “**Approval and Vesting Order**”) shall be issued and entered and remain unamended and shall not have been varied or set aside or be subject to any stay, in form and substance satisfactory to each of the Vendors and the Purchaser, each acting reasonably, pursuant to which the Property Sale is approved by the Court and pursuant to which all right, title and interest in the Purchased Assets shall be vested absolutely in and to the Purchaser on the Closing free and clear of the Encumbrances (save and except Title Reservations), and any necessary Order of a court of the Province of Alberta recognizing the Approval and Vesting Order.

E. Amendment to Lease

33. By accepting the Offer to Purchase, the Vendors have agreed that the Lease will be amended to extend the termination of the Lease to the earlier of the Closing Date and the date of termination of the Offer to Purchase, and that the Lease, including the obligations of Jim Pattison Industries Ltd. to pay the rent to the termination date at the same rent as currently paid under the Lease, shall continue on the same terms and conditions as are in place prior to the extension until the Closing Date, and the Purchaser shall cause Jim Pattison Industries Ltd. to execute an amending agreement to the Lease to effect such an extension.

The Purchase Price is Fair and Reasonable

34. Based on current market conditions, the opinions expressed in the Colliers Appraisal and the Soderquist Appraisal, and the opportunity to avoid a lengthy listing period wherein the Building would be vacant or only partially occupied, I believe that the Offer to Purchase represents the best possible transaction in the circumstances for the benefit of the CMI Entities and their stakeholders, including its secured and unsecured creditors. It is my belief that in the current market, where there is a reduced amount of capital available to finance commercial real estate transactions, which in turn impacts overall real estate return requirements, the consideration to be received by the Vendors is reasonable and fair. Moreover, the consideration to be received is within the range of “fair market value” expressed in both the Colliers Appraisal and the Soderquist Appraisal.

35. The Offer to Purchase has the following additional benefits:

- (a) it divests the CMI Entities of an asset that was non-core to their businesses;
- (b) it recognizes the longstanding business relationship that exists between the Purchaser and the Vendors;
- (c) it allows the Vendors to close the transaction quickly;
- (d) it avoids the expense of listing the Red Deer Property for sale and/or engaging in an unnecessary and costly sales process that is unlikely to locate a purchaser who is willing to offer more for the Red Deer Property;
- (e) it negates the possibility of losing significant rental revenue during a lengthy listing process as the Lease will have expired; and
- (f) it takes advantage of the fact that the Purchaser is a motivated buyer as it would be costly for the tenant (Jim Pattison Industrial Ltd.) to relocate.

36. In addition, notwithstanding that the CMI Entities are expressly permitted to dispose of the Red Deer Property pursuant to section 5(h) of the Use of Cash Collateral and Consent Agreement (the “**Cash Collateral and Consent Agreement**”), the Vendors have had

discussions with counsel to the Ad Hoc Committee of 8% Senior Subordinated Noteholders (the "Ad Hoc Committee") in respect of the Property Sale.

37. The CMI Entities have also had discussions with CIT Business Credit Canada Inc. ("CIT") in respect of the Property Sale. It is my understanding that CIT does not object to the Property Sale.

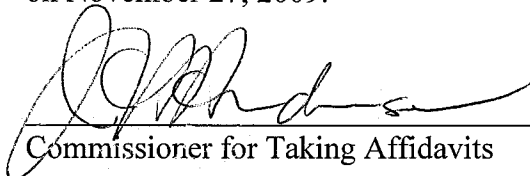
Review of Offer to Purchase by the Monitor


38. The CMI Entities have also had discussions with the Monitor in respect of the Property Sale. It is my understanding that the Monitor is supportive of the transaction and will be providing a report to follow in respect of this motion.

Conclusion

39. The sale of the Red Deer Property presents the CMI Entities with an opportunity to divest itself of an asset that is non-core to their businesses. Since the permanent closure of CHCA-TV, the Vendors have ceased regular operations at the Red Deer Property. The consideration attained from the Purchaser is fair and reasonable in the circumstances and the Offer to Purchase allows the Vendors to dispose of the Red Deer Property quickly and avoids the expense of a lengthy listing process and further property carrying costs.

SWORN BEFORE ME at the City of
Winnipeg, in the Province of Manitoba,
on November 27, 2009.


Commissioner for Taking Affidavits


John E. Maguire

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

Schedule "A"**Applicants**

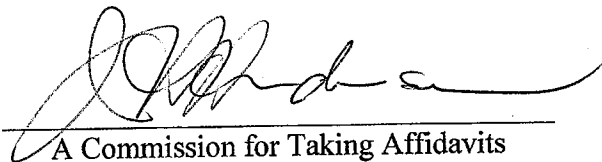
1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers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

Schedule "B"**Partnerships**

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

Exhibit “A”

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF **JOHN E. MAGUIRE**
SWORN BEFORE ME THIS 27th DAY OF NOVEMBER, 2009



A Commission for Taking Affidavits

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

("CMI"), CIT Business Credit Canada Inc. ("CIT") and the management directors of the Applicants (the "Management Directors"), and on reading the consent of FTI Consulting to act as the Monitor.

SERVICE

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

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections provided to the Applicants by this Order.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that one or more of the Applicants, individually or collectively, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "CMI Plan") between, *inter alia*, one or more of the CMI Entities and one or more classes of their applicable secured and/or unsecured creditors as the Applicants deem appropriate.

POSSESSION OF CMI PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the CMI Entities shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "CMI Property"). Subject to further Order of this Court, the CMI Entities shall each continue to carry on business in a manner consistent with the preservation of their respective businesses (collectively, the "CMI Business") and the CMI Property. The CMI Entities shall each be authorized and empowered to continue to retain and employ the employees, advisors,

consultants, agents, experts, appraisers, valuers, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order, subject to the provisions on the payment of Assistants set forth in paragraph 7 hereof.

5. THIS COURT ORDERS that the CMI Entities shall be entitled to continue to utilize the CMI Entities' centralized cash management system currently in place, as described in the Maguire Affidavit, or replace it with another substantially similar centralized cash management system satisfactory to the CMI DIP Lender (as defined below) (the "CMI Cash Management System"). Any present or future bank providing the CMI Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken thereunder, or as to the use or application by the CMI Entities of funds transferred, paid, collected or otherwise dealt with in the CMI Cash Management System, shall be entitled to provide the CMI Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the CMI Entities, pursuant to the terms of the documentation applicable to the CMI Cash Management System, and shall be, in its capacity as provider of the CMI Cash Management System, an unaffected creditor under the CMI Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the CMI Cash Management System.

6. THIS COURT ORDERS that the CMI Entities and the LP Entities (as defined in the Maguire Affidavit) shall continue to provide and pay for the Shared Services, as defined in the Maguire Affidavit, to each other and their other affiliated and related entities, in accordance with current arrangements, payment terms and business practises, except as to payment terms which may be amended to provide for revised timing of reconciliations, with such amendments to be subject to the approval of the CMI CRA (as defined below) and the prior consent of the Monitor or further Order of the Court. Notwithstanding any other provision in this Order, neither the CMI Entities nor the LP Entities shall modify, cease providing or terminate the provision of or payment for the Shared Services except with the consent of the other party receiving such Shared Services, the approval of the CMI CRA and the prior consent of the Monitor or further Order of

this Court, except with respect to portions of the CMI Business which may be shut down or reorganized in the manner contemplated by the Term Sheet attached to the Support Agreement (as defined below) attached as part of Exhibit "O" to the Maguire Affidavit.

7. THIS COURT ORDERS that, subject to availability under the CMI DIP Facility and the CMI DIP Definitive Documents (both as hereinafter defined) and subject to the applicable cash flow forecast approved by the Consenting Noteholders (as defined below) in accordance with the Use of Collateral and Consent Agreement (as defined below) (the "**Approved Cash Flow**"), the CMI Entities shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order, to the extent that such expenses are incurred or payable by the CMI Entities:

- (a) all outstanding and future wages, salaries and employee benefits (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share compensation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits), current service, special and similar pension and/or retirement benefit payments, vacation pay, commissions, bonuses and other incentive payments, payments under collective bargaining agreements, and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) compensation to employees in respect of any payments made to employees prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings;
- (c) with the prior consent of the Monitor, all outstanding and future amounts owing to or in respect of individuals working as independent contractors or freelancers in connection with the CMI Business;

- (d) the reasonable fees and disbursements of any Assistants retained or employed by the CMI Entities in respect of these proceedings, at their standard rates and charges, including any payments made to Assistants prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings;
- (e) any and all sums due and owing to Amex Bank of Canada ("American Express"), including, without limitation, amounts due and owing by the CMI Entities to American Express in respect of the Corporate Card Program and Central Billed Accounts Program as described in the Maguire Affidavit;
- (f) amounts owing for goods and services actually supplied to the CMI Entities, or to obtain the release of goods contracted for prior to the date of this Order:
 - (i) by distributors, broadcasting and/or production studios, suppliers or other entities, for television programming and other related products, with the prior consent of the Monitor, if, in the opinion of the CMI Entities, the supplier is critical to the business and ongoing operations of any of the CMI Entities;
 - (ii) by newsprint suppliers, newspaper distributors and other logistics suppliers, with the prior consent of the Monitor, if, in the opinion of the National Post Company, the supplier is critical to the business and ongoing operations of the National Post Company; and
 - (iii) by other suppliers, with the prior consent of the Monitor, if, in the opinion of the CMI Entities, the supplier is critical to the CMI Business and ongoing operations of any of the CMI Entities.

8. THIS COURT ORDERS that, subject to availability under the CMI DIP Facility and the CMI DIP Definitive Documents and subject to the Approved Cash Flow, and except as otherwise provided to the contrary herein, the CMI Entities shall be entitled but not required to pay all

reasonable expenses incurred by them in carrying on the CMI Business in the ordinary course from and after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the CMI Property or the CMI Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services;
- (b) payment, including the posting of letters of credit, for goods or services actually supplied or to be supplied to the CMI Entities following the date of this Order; and
- (c) payment of fees to the Canadian Radio-television and Telecommunications Commission, stock exchange listing fees and other regulatory or license fees necessary for the preservation of the CMI Property or the CMI Business,

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

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

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the CMI Entities' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the CMI Entities in connection with the sale of goods and services by the CMI Entities, but only where such Sales Taxes are accrued or

collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the CMI Business by the CMI Entities.

10. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with paragraph 12(c) of this Order, the CMI Entities shall pay all amounts constituting rent or payable as rent under their respective real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable CMI Entity and the relevant landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid. Upon delivery of a notice of disclaimer or resiliation, the relevant CMI Entity shall pay all Rent owing by the applicable CMI Entity to the applicable landlord in respect of such lease due for the notice period stipulated in Section 32 of the CCAA, to the extent that Rent for such period has not already been paid.

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

RESTRUCTURING

12. THIS COURT ORDERS that the CMI Entities shall, subject to such requirements as are imposed by the CCAA, subject to consulting with the CMI CRA, and subject to the terms of the Use of Collateral and Consent Agreement, the Support Agreement (as defined below), the CMI DIP Facility and the CMI DIP Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their respective businesses or operations, to dispose of redundant or non-material assets, and to sell assets or operations not exceeding \$1,000,000 in any one transaction or \$5,000,000 in the aggregate, subject to paragraph 12(e), if applicable;
- (b) terminate the employment of such of their employees or lay off or temporarily or indefinitely lay off such of their employees as the relevant CMI Entity deems appropriate on such terms as may be agreed upon between the relevant CMI Entity and such employee, or failing such agreement, to deal with the consequences thereof in the CMI Plan;
- (c) in accordance with paragraphs 13 and 14, with the prior consent of the Monitor or further Order of the Court, vacate, abandon or quit the whole but not part of any leased premises and/or disclaim or resiliate any real property lease and any ancillary agreements relating to any leased premises, in accordance with Section 32 of the CCAA, on such terms as may be agreed upon between the relevant CMI Entity and such landlord, or failing such agreement, to deal with the consequences thereof in the CMI Plan;
- (d) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, such of their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the CMI Entities deem appropriate, in accordance with Section 32 of the CCAA, with such disclaimers or resiliations to be on such terms as may be agreed upon between the relevant CMI Entity and such counter-parties, or failing such agreement, to deal with the

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consequences thereof in the CMI Plan, provided that the CMI Entities shall not be entitled to disclaim or resiliate, in whole or in part, the Use of Collateral and Consent Agreement or the Support Agreement; and

- (e) pursue all avenues of refinancing and offers for material parts of the CMI Business or the CMI Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above),

all of the foregoing to permit the CMI Entities to proceed with an orderly restructuring of the CMI Business.

13. THIS COURT ORDERS that the CMI Entities shall provide each of the relevant landlords with notice of the relevant CMI Entity's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the CMI Entity's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant CMI Entity, or by further Order of this Court upon application by the relevant CMI Entity on at least two (2) days notice to such landlord and any such secured creditors. If a CMI Entity disclaims or resiliates the lease governing such leased premises in accordance with paragraph 12(c) of this Order, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the CMI Entity's claim to the fixtures in dispute.

14. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered by a CMI Entity, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the relevant landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant CMI Entity and the Monitor 24 hours' prior

written notice, and (b) at the effective time of the disclaimer or rescission, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the CMI Entity in respect of such lease or leased premises and such landlord shall be entitled to notify the CMI Entity of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE CMI ENTITIES OR THE CMI PROPERTY

15. THIS COURT ORDERS that until and including November 5, 2009, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the CMI Entities, the Monitor or the CMI CRA or affecting the CMI Business or the CMI Property, except with the written consent of the applicable CMI Entity, the Monitor and the CMI CRA (in respect of Proceedings affecting the CMI Entities, the CMI Property or the CMI Business), the CMI CRA (in respect of Proceedings affecting the CMI CRA), or with leave of this Court, and any and all Proceedings currently under way against or in respect of the CMI Entities or the CMI CRA or affecting the CMI Business or the CMI Property are hereby stayed and suspended pending further Order of this Court. In the case of the CMI CRA, no Proceeding shall be commenced against the CMI CRA or its directors and officers without prior leave of this Court on seven (7) days notice to Stonecrest Capital Inc.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the CMI Entities, the Monitor and/or the CMI CRA, or affecting the CMI Business or the CMI Property, are hereby stayed and suspended except with the written consent of the applicable CMI

Entity, the Monitor and the CMI CRA (in respect of rights and remedies affecting the CMI Entities, the CMI Property or the CMI Business), the CMI CRA (in respect of rights or remedies affecting the CMI CRA), or leave of this Court, provided that nothing in this Order shall (i) empower the CMI Entities to carry on any business which the CMI Entities are not lawfully entitled to carry on, (ii) exempt the CMI Entities from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with a CMI Entity or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all programming supply, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the CMI Business or a CMI Entity, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the CMI Entities, and that the CMI Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the CMI Entities in accordance with normal payment practices of the CMI Entities or such other practices as may be agreed upon by the supplier or service provider and the applicable

CMI Entity (upon consultation with the CMI CRA) and the consent of the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. THIS COURT ORDERS that the Applicants shall jointly and severally indemnify their directors and officers from all claims, costs, charges and expenses relating to the failure of any of the CMI Entities, after the date hereof, to (i) make payments in respect of the CMI Entities of the nature referred to in subparagraphs 7(a), 9(a), 9(b) and 9(c) of this Order, and (ii) make payments of amounts in respect of the CMI Entities for which the directors and officers are statutorily liable, which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or

director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct. For greater certainty, the indemnity provided by this paragraph 21 shall not indemnify such directors or officers from any costs, claims, charges, expenses or liabilities properly attributable to the LP Entities.

22. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “CMI Directors’ Charge”) on the CMI Property, which charge shall not exceed an aggregate amount of \$20,000,000, as security for the indemnity provided in paragraph 21 of this Order. The CMI Directors’ Charge shall have the priority set out in paragraphs 55 and 57 herein.

23. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary (a) no insurer shall be entitled to be subrogated to or claim the benefit of the CMI Directors’ Charge and (b) the Applicants’ directors and officers shall only be entitled to the benefit of the Director’s Charge to the extent they do not have coverage under a directors and officers insurance policy.

24. THIS COURT ORDERS that, notwithstanding any other provision of this Order, the terms and conditions with respect to any release and discharge of the Charges (as defined herein) shall be satisfactory to the CMI Entities, the Management Directors (with respect to the CMI Directors’ Charge), the Monitor and the Ad Hoc Committee.

APPOINTMENT OF MONITOR

25. THIS COURT ORDERS that FTI Consulting is hereby appointed pursuant to the CCAA as the Monitor of the CMI Entities, an officer of this Court, to monitor the CMI Property and the CMI Entities’ conduct of the CMI Business with the powers and obligations set out in the CCAA and as set forth herein and that the CMI Entities and their shareholders, officers, directors and Assistants shall advise the Monitor of all material steps taken by the CMI Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

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

- (a) monitor the CMI Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the CMI Entities, the CMI Property, the CMI Business, and such other matters as may be relevant to the proceedings herein; *and with respect to any payments made pursuant to paragraph 7 (f) (iii) herein; - sup*
- (c) assist the CMI Entities, to the extent required by the CMI Entities, in their dissemination to the CMI DIP Lender, the Ad Hoc Committee and their respective counsel of financial and other information, as agreed to between the CMI Entities and the CMI DIP Lender or the Ad Hoc Committee, as applicable, which may be used in these proceedings, including reporting on a weekly basis to the CMI DIP Lender and the Ad Hoc Committee;
- (d) advise the CMI Entities in their preparation of the CMI Entities' cash flow statements and reporting required by the CMI DIP Lender and the Ad Hoc Committee, which information shall be reviewed with the Monitor and delivered to the CMI DIP Lender, the Ad Hoc Committee and their respective counsel in compliance with the CMI DIP Definitive Documents, or as otherwise agreed to by the CMI DIP Lender or the Ad Hoc Committee, as applicable;
- (e) assist the CMI CRA in the performance of its duties as set out in the CMI CRA Agreement (as defined below);
- (f) advise the CMI Entities in their development and implementation of the CMI Plan and any amendments to the CMI Plan;
- (g) assist the CMI Entities, to the extent required by the CMI Entities, with the holding and administering of creditors' or shareholders' meetings for voting on the CMI Plan, as applicable;

- (h) have full and complete access to the CMI Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the CMI Entities, to the extent that is necessary to adequately assess the CMI Entities' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) monitor and, if necessary, report to the Court on any matters pertaining to the provision of the Shared Services in accordance with paragraph 6 of this Order; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

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

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the CMI Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing

herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the CMI Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. THIS COURT ORDERS that the Monitor shall provide any creditor of a CMI Entity with information provided by the CMI Entity in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by a CMI Entity is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the applicable CMI Entity may agree.

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

31. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to any of the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors, RBC Dominion Securities Inc. (the "Financial Advisor"), counsel to the Ad Hoc Committee and the financial advisor to the Ad Hoc Committee (together with counsel to the Ad Hoc Committee, the "Committee Advisors") shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or subsequent to the date of this Order, by any of the CMI Entities, to the extent that such fees and disbursements relate to services provided to the CMI Entities or, in the case of the Committee Advisors, to the Ad Hoc Committee, as part of the costs of these proceedings. FTI Consulting, the Financial Advisor, counsel to FTI Consulting, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee and counsel to the Management Directors shall keep

separate accounts for services provided in respect of the CMI Entities and any services provided in respect of entities other than the CMI Entities. The CMI Entities are hereby authorized and directed to pay the accounts of the Monitor, the Financial Advisor, counsel to the Monitor, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors and the Committee Advisors on a weekly basis to the extent that such accounts relate to services provided to the CMI Entities, or, in the case of the Committee Advisors, the Ad Hoc Committee. The CMI Entities shall not be liable for and shall not pay any expenses, fees, disbursements or retainers of the Monitor, counsel to the Monitor, counsel to the LP Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors or the Financial Advisor, to the extent that such expenses, fees, disbursements or retainers are not attributable to the CMI Entities.

32. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors, the CMI CRA, the Financial Advisor and the Committee Advisors shall be entitled to the benefit of and are hereby granted a charge on the CMI Property (the "**CMI Administration Charge**"), which charge shall not exceed an aggregate amount of \$15,000,000 as security for their reasonable professional fees and disbursements incurred at their respective standard rates and charges in respect of such services, both before and after the making of this Order in respect of these proceedings. The CMI Administration Charge shall have the priority set out in paragraphs 55 and 57 hereof.

CHIEF RESTRUCTURING ADVISOR

34. THIS COURT ORDERS that Hap S. Stephen be and is hereby appointed as Chief Restructuring Advisor of the CMI Entities in accordance with the terms and conditions of the agreement entered into between Canwest Global and Stonecrest Capital Inc. ("**Stonecrest**"),

collectively referred to herein with Hap S. Stephen as the "CMI CRA") dated June 30, 2009 (as amended, the "CMI CRA Agreement"), effective as of the date of this Order.

35. THIS COURT ORDERS that the CMI CRA Agreement is hereby approved and given full force and effect and the CMI CRA is hereby authorized to retain counsel as set out in the CMI CRA Agreement.

36. THIS COURT ORDERS that the CMI Entities are authorized and directed to continue the engagement of the CMI CRA on the terms and conditions set out in the CMI CRA Agreement.

37. THIS COURT ORDERS that the CMI CRA shall not be or be deemed to be a director, officer or employee of any of the CMI Entities.

38. THIS COURT ORDERS that the CMI CRA and its directors and officers shall incur no liability or obligation as a result of Hap S. Stephen's appointment pursuant to this Order, or the provision of services pursuant to the CMI CRA Agreement, save and except as may result from gross negligence or wilful misconduct on the part of the CMI CRA.

39. THIS COURT ORDERS that (i) the indemnification obligations of Canwest Global in favour of the CMI CRA and its officers and directors set out in the CMI CRA Agreement; and (ii) the payment obligations set out in the CMI CRA Agreement shall be entitled to the benefit of and form part of the CMI Administration Charge set out herein.

40. THIS COURT ORDERS that any claims of the CMI CRA under the CMI CRA Agreement shall be treated as unaffected in any plan of compromise or arrangement filed by the CMI Entities under the CCAA, any proposal filed by the CMI Entities under the *Bankruptcy and Insolvency Act of Canada* (the "BIA") or any other restructuring.

DIP FINANCING

41. THIS COURT ORDERS that the Credit Agreement dated as of May 22, 2009 and amended as of June 15, 2009, June 30, 2009, July 17, 2009, July 31, 2009, August 14, 2009,

August 31, 2009, September 11, 2009 and September 23, 2009 (as so amended, the "**CIT Credit Agreement**") between CMI, the Guarantors party thereto and CIT as agent and lender be and are hereby approved. For greater certainty, references herein to CIT shall include any permitted assignee pursuant to the CIT Credit Agreement.

42. THIS COURT ORDERS that the CMI Entities are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, pledges, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, and including the CIT Credit Agreement, the "**CMI DIP Definitive Documents**"), as are contemplated by the CIT Credit Agreement or as may be reasonably required by the CIT Credit Agreement, and all CMI DIP Definitive Documents executed and delivered prior to the date hereof be and are hereby approved. The CMI Entities are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations under and pursuant to the CMI DIP Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

43. THIS COURT ORDERS that the credit facility provided under the CIT Credit Agreement be and is hereby converted into a debtor-in-possession financing arrangement (the "**CMI DIP Facility**") in accordance with the terms of the CIT Credit Agreement, provided that the aggregate principal amount of all borrowings under the CMI DIP Facility shall not exceed \$100,000,000. The CMI DIP Facility shall be on the terms and subject to the conditions set forth in the CIT Credit Agreement as attached to the Maguire Affidavit as Exhibit "F", as the CIT Credit Agreement may be amended from time to time upon the written agreement of the parties thereto. CIT, in its capacity as lender under the CMI DIP Facility, shall be referred to herein as the CMI DIP Lender.

44. THIS COURT ORDERS that CMI is hereby authorized and empowered to obtain and borrow the amounts previously or hereinafter advanced pursuant to the CMI DIP Facility in order to finance the CMI Entities' working capital requirements and other general corporate purposes and capital expenditures as contemplated by the CMI DIP Definitive Documents,

provided that borrowings under the CMI DIP Facility shall not exceed \$100,000,000 unless approved by the CMI CRA and permitted by further Order of this Court.

45. THIS COURT ORDERS that the CMI Entities shall notify counsel to the Ad Hoc Committee and the Monitor of any requested advance under the CMI DIP Facility.

46. THIS COURT ORDERS that the CMI DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**CMI DIP Charge**") on the CMI Property, as security for any and all obligations of the CMI Entities under the CMI DIP Facility and the CMI DIP Definitive Documents (including on account of principal, interest, fees and expenses), which charge shall not exceed the aggregate amount owed to the CMI DIP Lender under the CMI DIP Definitive Documents advanced on or after the date of this Order. The CMI DIP Charge shall have the priority set out in paragraphs 55 and 57 hereof.

47. THIS COURT ORDERS that the deposit accounts containing cash collateral pledged to The Bank of Nova Scotia and referred to in Section 6.11 of the Collateral Agency Agreement (as defined below) as the "Cash Management Collateral Account" (the "**Excluded Accounts**") shall not form part of the CMI Property, shall be excluded from the CMI DIP Charge, the KERP Charge, the Directors' Charge and the Administration Charge, except as provided in paragraph 48 hereof, and shall remain subject to the existing liens in favour of The Bank of Nova Scotia in connection with the CMI Entities' obligations to The Bank of Nova Scotia in connection with overdrafts and related liabilities arising from cash consolidation, electronic funds transfer arrangements, treasury, depository and cash management services or in connection with any automated clearing house transfers of funds in an aggregate amount not to exceed \$2,500,000 (the "**BNS Cash Management Obligations**").

48. THIS COURT ORDERS AND DECLARES that notwithstanding any stay of proceedings imposed by this Order, The Bank of Nova Scotia shall be entitled to seize and dispose of any collateral on deposit in the Excluded Accounts and apply such proceeds to any and all outstanding BNS Cash Management Obligations, provided that, notwithstanding anything herein, upon payment and satisfaction of the BNS Cash Management Obligations in full and the

return of any remaining collateral in the Excluded Accounts to the CMI Entities, such collateral shall then form part of the CMI Property charged by the Directors' Charge, the Administration Charge, the KERP Charge and the DIP Lender's Charge.

49. THIS COURT ORDERS that the CMI DIP Charge is in addition to the existing security (the "Existing Security") in favour of CIBC Mellon Trust Company (the "Collateral Agent") pursuant to the Intercreditor and Collateral Agency Agreement dated as of October 13, 2005 among the CMI Entities and the Collateral Agent, as amended by the Credit Confirmation and Amendment to Intercreditor and Collateral Agency Agreement dated as of May 22, 2009, and as further amended by the Credit Confirmation and Amendment to Intercreditor and Collateral Agency Agreement dated as of October 1, 2009 (the "Collateral Agency Agreement"). All liabilities and obligations of the CMI Entities under the CIT Credit Agreement and the \$187,263,126 principal amount secured promissory note issued to Canwest MediaWorks Ireland Holdings ("Irish Holdco") by CMI (the "Secured Note") shall be secured by the Existing Security.

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

- (a) the CMI DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the CMI DIP Charge or any of the CMI DIP Definitive Documents;
- (b) upon the occurrence of an event of default under the CMI DIP Definitive Documents (including, without limitation, the Existing Security solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement) or the CMI DIP Charge, the CMI DIP Lender may cease making advances to the CMI Entities, and upon three (3) days notice to the CMI Entities and the Monitor, may exercise any and all of its rights and remedies against the CMI Entities or the CMI Property under or pursuant to the CMI DIP Definitive Documents and the CMI DIP Charge, including without limitation, to set off and/or consolidate any amounts owing by the CMI DIP Lender to any of

the CMI Entities against the obligations of any of the CMI Entities to the CMI DIP Lender under the CMI DIP Definitive Documents or the CMI DIP Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against any of the CMI Entities and for the appointment of a trustee in bankruptcy of any of the CMI Entities, and upon the occurrence of an event of default under the terms of the CMI DIP Definitive Documents, the CMI DIP Lender shall be entitled to seize and retain proceeds from the sale of the CMI Property and the cash flow of the CMI Entities to repay amounts owing to the CMI DIP Lender in accordance with the CMI DIP Definitive Documents and the CMI DIP Charge, but subject to the priorities as set out in paragraphs 55 and 57 of this Order; and

- (c) the foregoing rights and remedies of the CMI DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any CMI Entity or the CMI Property.

51. THIS COURT ORDERS AND DECLARES that, in respect of the CMI DIP Facility, the CMI DIP Definitive Documents, the CIT Credit Agreement and amounts borrowed under the CIT Credit Agreement, the CMI DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the CMI Entities, or any of them, under the CCAA, or any proposal filed by the CMI Entities, or any of them, under the BIA. Further, the stays of proceedings provided for herein shall not apply to the CMI DIP Lender or its rights under or in respect of the CIT Credit Agreement, the CMI DIP Facility or the CMI DIP Definitive Documents.

52. THIS COURT ORDERS that the CMI Entities are hereby authorized and empowered to take all steps and actions in respect of, and to comply with all of their obligations pursuant to, the Secured Note, the \$430,556,189 unsecured promissory note dated October 1, 2009 granted by CMI to Irish Holdco in respect of the amounts advanced by Irish Holdco to CMI (the "Unsecured Note"), the Use of Cash Collateral and Consent Agreement between certain of the

CMI Entities and certain members of the Ad Hoc Committee (the “**Consenting Noteholders**”) dated September 23, 2009 (the “**Use of Collateral and Consent Agreement**”), the CCAA Support Agreement between certain of the CMI Entities and the Consenting Noteholders dated October 5, 2009 (the “**Support Agreement**”) and such other agreements, security documents, guarantees and other definitive documents as may be executed in connection with any such matters.

53. THIS COURT ORDERS that notwithstanding anything to the contrary herein, the CMI Entities shall be required to comply with their obligations under the Use of Collateral and Consent Agreement and the Support Agreement. Prior to exercising any and all rights and remedies they may have against the CMI Entities under or in respect of the Use of Cash Collateral Agreement and the Support Agreement, in accordance with the terms of such agreements, the Consenting Noteholders shall be required to obtain a further order of the Court, other than in respect of contractual termination rights under the Support Agreement.

54. THIS COURT ORDERS that, upon reasonable notice to the CMI Entities, the advisors to the Ad Hoc Committee, CIT and CIT’s advisors shall, subject to books and records that are privileged, have clear and unfettered access to the books and records of the CMI Entities and such other information that the Ad Hoc Committee and/or CIT reasonably requests.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

55. THIS COURT ORDERS that the priorities of the CMI Directors’ Charge, the CMI Administration Charge, the CMI KERP Charge (as defined below) and the CMI DIP Charge, as among them and the Existing Security, solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement, shall be as follows:

First – CMI Administration Charge;

Second – The Existing Security, solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement;

Third – CMI DIP Charge; and

Fourth – CMI Directors' Charge and CMI KERP Charge, save and except that these Charges shall be postponed in right of payment to the extent of the first \$85,000,000 payable under the Secured Note.

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

57. THIS COURT ORDERS that, the CMI Directors' Charge, the CMI Administration Charge, the CMI DIP Charge and the CMI KERP Charge shall constitute a charge on the CMI Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, notwithstanding the order of perfection or attachment, except for any validly perfected purchase money security interest in favour of a secured creditor or any statutory Encumbrance existing on the date of this Order in favour of any Person which is a "secured creditor," ^{if any,} in respect of ^{any of} source deductions from wages, employer health tax, workers compensation, GST/QST, PST payables, vacation pay and banked overtime for employees, amounts under the Wage Earners' Protection Program that are subject to a super priority claim under the BIA. ^{as defined in the CCAA}

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

59. THIS COURT ORDERS that the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge, the CMI DIP Definitive Documents and the CMI DIP Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees"), the rights and remedies of the CMI DIP Lender under the CMI DIP Definitive Documents, the rights and remedies of Irish Holdco under the Secured Note and the rights and remedies of the Consenting Noteholders under the Use of Collateral and Consent Agreement and the Support Agreement shall not otherwise be limited or impaired in any way, subject to the provisions of paragraph 53 herein, by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the CMI Entities, or any of them, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the CIT Credit Agreement, the CMI DIP Definitive Documents, the Use of Collateral and Consent Agreement, the Support Agreement, the Secured Note or the Unsecured Note, shall create or be deemed to constitute a breach by any of the CMI Entities of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the CMI Entities entering into the CIT Credit Agreement or any other CMI DIP Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the CMI DIP Definitive Documents; and

- (c) the CIT Credit Agreement, the CMI DIP Definitive Documents, the Use of Collateral and Consent Agreement, the Support Agreement, the Secured Note and the Unsecured Note, the payments made by the CMI Entities pursuant to the foregoing or pursuant to the terms of this Order, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

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

APPROVAL OF FINANCIAL ADVISOR AGREEMENT

61. THIS COURT ORDERS that the letter agreement dated December 10, 2008 between Canwest Global and the Financial Advisor, as amended by a letter agreement dated January 20, 2009 and a further letter agreement dated October 5, 2009, in the form attached as Exhibit "U" to the Maguire Affidavit (the "Financial Advisor Agreement"), is hereby approved and the CMI Entities are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Financial Advisor Agreement.

KEY EMPLOYEE RETENTION PLANS

62. THIS COURT ORDERS that the key employee retention plans (the "CMI KERPs"), in the forms attached to the Confidential Supplement to the Monitor's Pre-Filing Report (the "Confidential Supplement"), are hereby approved and the CMI Entities are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the CMI KERPs.

63. THIS COURT ORDERS that the Confidential Supplement be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title

and the letter agreement dated December 10, 2008 referred to in

paragraph 61 herein

sup

of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court.

64. THIS COURT ORDERS that the key employees referred to in the CMI KERPs shall be entitled to the benefit of and are hereby granted a charge (the "CMI KERP Charge") on the CMI Property, which charge shall not exceed an aggregate amount of \$5,900,000; to secure amounts owing to such key employees under the CMI KERPs.

POSTPONEMENT OF ANNUAL GENERAL MEETING

65. THIS COURT ORDERS that Canwest Global be and is hereby relieved on any obligation to call and hold an annual meeting of its shareholders until further Order of the Court.

FOREIGN PROCEEDINGS

66. THIS COURT ORDERS that the Monitor is hereby authorized, as the foreign representative of the CMI Entities, to apply for recognition of these proceedings as "Foreign Main Proceedings" in the United States pursuant to Chapter 15 of the *U.S. Bankruptcy Code*.

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

68. THIS COURT ORDERS that each of the CMI Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and any other Order issued in these proceedings.

SERVICE AND NOTICE

69. THIS COURT ORDERS that the CMI Entities or the Monitor shall (i) without delay, publish a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the CMI Entities of more than \$5,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a)(ii)(C) of the CCAA and the regulations made thereunder, provided that, for the purposes of this list, (i) with respect to the 8% senior subordinated notes issued by CMI, only the name and address of the indenture trustee of such notes and the aggregate amount owing in respect of such notes shall be listed and made publicly available and (ii) the Monitor shall not make the names and addresses of individuals who are creditors publicly available.

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

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

GENERAL

72. THIS COURT ORDERS that the CMI Entities or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

75. THIS COURT Orders that, notwithstanding the immediately preceding paragraph, no order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the CIT Credit Agreement or the CMI DIP Definitive Documents, unless notice of a motion for such order is served on the Monitor and the CMI Entities, the Ad Hoc Committee and the CMI DIP Lender, returnable no later than November 5, 2009.

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



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

OCT 06 2009

PER / PAR: 

Joanne Nicoara
Registrar, Superior Court of Justice

SCHEDULE "A"**Applicants**

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers Ltd.
10. Canwest International Communications Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Western Communications Inc.
13. Canwest Finance Inc./Financiere Canwest Inc.
14. National Post Holdings Ltd.
15. Canwest International Management Inc.
16. Canwest International Distribution Limited
17. Canwest MediaWorks Turkish Holdings (Netherlands) B.V.
18. CGS International Holdings (Netherlands) B.V.

- 2 -

19. CGS Debenture Holding (Netherlands) B.V.
20. CGS Shareholding (Netherlands) B.V.
21. CGS NZ Radio Shareholding (Netherlands) B.V.
22. 4501063 Canada Inc.
23. 4501071 Canada Inc.
24. 30109, LLC
25. CanWest MediaWorks (US) Holdings Corp.

SCHEDULE "B"**Partnerships**

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

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985,
c.C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CANWEST GLOBAL COMMUNICATIONS CORP., AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"

Court File No:

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

INITIAL ORDER

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

Lyndon A.J. Barnes (LSUC#: 13350D)

Tel: (416) 862-6679

Edward A. Sellers (LSUC#: 30110F)

Tel: (416) 862-5959

Jeremy E. Dacks (LSUC#: 41851R)

Tel: (416) 862-4923

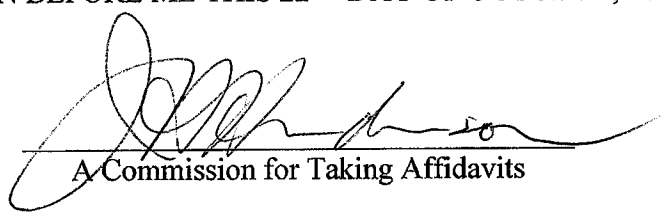
Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

Exhibit “B”

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME THIS 22ND DAY OF OCTOBER, 2009



A Commission for Taking Affidavits

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



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0010.658 094 7922866;14;10A 092 003 456

LEGAL DESCRIPTION
 PLAN 7922866
 BLOCK 14
 LOT 10A
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 0.813 HECTARES (2.01 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;27;38;9;SW

MUNICIPALITY: CITY OF RED DEER

REFERENCE NUMBER: 002 221 287

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
092 003 456	06/01/2009	TRANSFER OF LAND	\$3,380,000	\$3,380,000

OWNERS

CANWEST TELEVISION GP INC..
 OF 201 PORTAGE AVENUE, 31ST FLOOR
 WINNIPEG
 MANITOBA R3B 3L7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
092 178 758	03/06/2009	MORTGAGE MORTGAGEE - CIBC MELLON TRUST COMPANY. 320 BAY STREET TORONTO

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTSPAGE 2
092 003 456

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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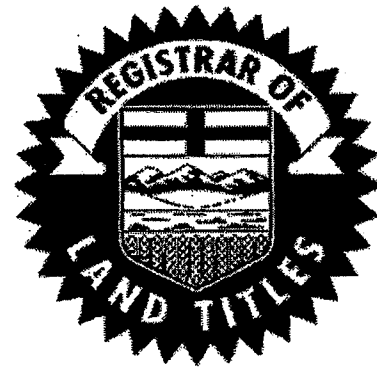
-----ONTARIO M5H4A6
ORIGINAL PRINCIPAL AMOUNT: \$3,000,000,000

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 5 DAY OF OCTOBER, 2009 AT 09:27 A.M.

ORDER NUMBER:14979129

CUSTOMER FILE NUMBER: 523277-1/hrz



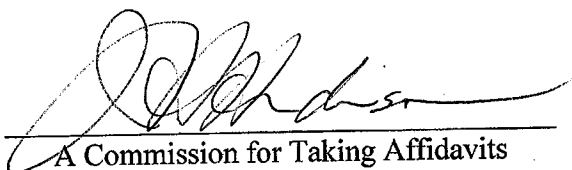
END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).

Exhibit “C”

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF **JOHN E. MAGUIRE**
SWORN BEFORE ME THIS 27th DAY OF NOVEMBER, 2009



A Commission for Taking Affidavits

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

7- 5-04; 10:53AM; RDTV

:408 346 9980

2/ 20

BIG 105 FM RADIO (CHUB)

LEASE

**RDTV, a division of GLOBAL COMMUNICATIONS LIMITED
(Landlord)**

- and -

**JIM PATTISON INDUSTRIES LTD.
(Tenant)**

TERM: September 1, 2002 to August 31, 2005

THIS LEASE made as of the 1st day of September , 2002.

BETWEEN:

RDTV, a division of GLOBAL COMMUNICATIONS LIMITED., a body corporate with offices in the City of Red Deer, in the Province of Alberta (hereinafter called the "Landlord")

OF THE FIRST PART

- and -

JIM PATTISON INDUSTRIES LTD., a body corporate with its head offices in the City of Vancouver, in the Province of British Columbia (hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the Tenant wishes to lease a portion of a building owned by the Landlord on the lands hereinafter more specifically described for a term of thirty-six (36) months on and subject to the terms and conditions as more particularly set forth hereinafter.

NOW THEREFORE, in consideration of the rents hereby reserved and the covenants herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the lands and premises situate, lying and being known as: Plan Red Deer 7922866 Block 14, Lot 10-A, in the City of Red Deer, in the Province of Alberta and being composed of 4,570 square feet more or less of the ground floor of the business premises of the Landlord, as shaded in pink on Schedule "A" attached hereto and located at 2840 Bremner Avenue, Red Deer, Alberta (hereinafter called the "leased premises"), for the term, unless such term shall be sooner terminated as herein provided, of three (3) years from and inclusive of the 1st day of September, 2002 and thenceforth ensuing and to be fully completed and ended on the 31st day of August, 2005.

The Tenant paying therefore to the Landlord at such place or places as the Landlord shall from time to time designate in writing as basic annual rent during the term of this Lease the sum of 52 Thousand 4 Hundred 86 Dollars (~~\$52,486~~) payable in equal monthly installments of 4 Thousand 3 Hundred 73 Dollars 83 Cents (~~\$4,373.83~~) in advance on the first day of each and every month during the remainder of the term of this Lease (except as otherwise provided herein), together with the additional rent hereinafter reserved, the first of such monthly installments to be made on or before the 1st day of September, 2002. The basic annual rent as aforesaid is based upon an annual rate of Eleven Dollars 50 Cents (\$11.50) per square foot (total 4,564 square feet) from September 1, 2002 to August 31, 2005 of rentable area.

During the term of this Lease, the Tenant, its agents and employees shall, for the purpose of the Tenant's business, have the right to use and enjoy in common with the Landlord and all other Tenants or occupants or users of the business premises, and in such manner and subject to such regulations and restrictions as the Landlord may from time to time designate, any common entranceways, hallways and washrooms (all of which are lying within the said lands and not comprising rented or rentable areas and, hereinafter referred to as the "common areas") provided that nothing herein shall be construed so as to require the Landlord to provide common areas or amenities not existing at the commencement of the term of this Lease;

1. Tenant's Covenants

The Tenant covenants with the Landlord as follows:

- (a) Rent - to pay monthly installments of basic annual rent when due;
- (b) Additional Rent - to pay as additional rent within fifteen (15) days of being notified to do so by the Landlord, a proportionate share of each of the following amounts, such proportionate share to be in the ratio that the total floor area of the premises bears to the total floor area of all rentable premises, from time to time, in the building:
 - (i) all real property taxes (including local improvement taxes and rates), rates, duties and assessments that may be levied, rated, charged or assessed against the lands and the building, and without limiting the generality of the foregoing, every other tax, charge, rate, assessment or payment which may become a charge or encumbrance upon or be levied or collected upon or in respect of the lands, the building or the premises or any part thereof, whether charged by a municipal, parliamentary or other authority; provided that the Tenant shall have the right to contest by appropriate legal proceedings the validity of any tax rate, including local improvement rate, assessment or other charge referred to in this Clause; and if the payment of any such tax, rate, local improvement rate, assessment or other charge may legally be held in abeyance without subjecting the Landlord or the Tenant to any liability for failure to pay it, the Tenant may postpone such payment until the final determination of such proceedings, but the Tenant shall prosecute such proceedings with all diligence;
 - (ii) all premiums with respect to insurance to be placed by the Landlord and described as follows:

- (A) fire, lightening, explosion, sprinkler leakage (if applicable) and standard supplementary or extended peril insurance with a replacement cost endorsement to the full insurable value of the building and improvements and equipment thereon, and in addition upon rental income therefrom, and
- (B) such other insurance as is or may become customary for owners of a similar building to carry for loss of or damage to the building or liability arising therefrom.

Provided, however, that the Tenant shall not be required to pay any part of any increase in such premiums brought about by the leasing of space in the building to a tenant whose type of business would cause such rates to increase, or by anyone making an improvement to the building that is not for the benefit of the Tenant in particular or to all of the tenants of the building, provided however, that such increase in premiums may be recovered by the Landlord pursuant to a provision in the lease of such tenant causing such rates to increase similar to Clause 1(j) herein;

- (iii) the Landlord's cost of operating, repairing and maintaining all pipes, plumbing, electrical, air-conditioning and heating systems in the building, except any portion of such charges which the Landlord is entitled to collect from some third party or an insurer;
- (iv) where not individually metered, the Landlord's cost of supplying, but not installing, electricity, water, sewer services, natural gas and fuel in the building; including any common property therein;
- (v) the Landlord's cost of maintenance, repair and decorating public areas on the lands, including common areas, lawns, landscaping, sidewalks, parking areas, driveways and ramps, and for removing snow and placing chemicals or abrasives on slippery surfaces on driveways, sidewalks, parking areas and ramps;
- (vi) the Landlord's cost of maintenance and repairs to the foundation and outer walls of the building, other than maintenance and repairs: (A) of a structural nature, (B) for which a tenant of the building is responsible, or (C) which are covered by the insurance coverage placed by the Landlord on the building;

- (vii) the Landlord's cost of maintenance and repairs to the roof of the building, other than: (A) replacement of the roof, (B) maintenance and repairs for which a tenant of the building is responsible, or (C) which are covered by the insurance coverage placed by the Landlord on the building;
- (viii) the Landlord's cost of cleaning and janitorial and similar service, together with the cost of administering same.

The Landlord may, but shall not be obligated to, estimate, from time to time, the Tenant's proportionate share (hereinafter called the "Tenant's share") of the aforementioned additional costs during each calendar year or portion thereof and the Tenant hereby covenants and agrees to pay to the Landlord the Tenant's share in equal monthly installments, each in advance at the same time and place as the monthly installments of basic annual rent, if required to do so by the Landlord. Payments of the Tenant's share shall be adjusted annually. At the end of each year or portion thereof for which the Landlord has estimated additional rent, and upon the Landlord giving notice to the Tenant (supported by a reasonably detailed statement and calculation of the expenditures included in the additional rental) the Tenant shall within fifteen (15) days reimburse the Landlord any deficiency after application of any monthly installments. In the event the total of the monthly installments are in excess of the Tenant's share, such excess shall be refunded by the Landlord to the Tenant, or at the option of the Landlord applied to the Tenant's proportionate share of additional rent for the subsequent year. Notwithstanding the foregoing, as soon as bills for all or any portion of the costs referred to above are received, the Landlord may bill the Tenant for the Tenant's share (as provided above) thereof (less any amounts previously paid thereon by the Tenant on the basis of the Landlord's estimate as aforesaid, if any) as additional rent to be paid forthwith on demand;

- (c) Public Utilities - to pay as they become due all individually meter charges for gas, oil, electrical power or energy, heat, water, sewer, communications and all other utilities used upon or in respect of the leased premises;
- (d) Tenants Business Costs - the tenant shall pay all costs associated with the business of the Tenant including, but not limited to all personnel costs, business, sales, equipment, machinery or other taxes, charges and license fees levied or imposed by any competent authority in respect of the personnel, business, sales, equipment, machinery or income of the Tenant;
- (e) Maintenance - to repair, maintain and keep at its own expense the glass and exterior doors and the interior of the premises and all fixtures thereto belonging, clean and in good order and condition as they would be kept by a reasonably careful owner and to make promptly all needed repairs and replacements as shall

be reasonably necessary including, without limitation, repairs and replacements to walls, ceilings and floors, plumbing, heating and electrical installations and equipment belonging to and forming a part of the leased premises, provided, however, the foregoing obligations of the Tenant shall not include repair required by reasonable wear and tear and damage for which the Landlord is insured;

- (f) Surrender on termination - at the expiration or sooner determination of the term, to surrender the premises peaceably to the Landlord in good and substantial repair and condition, together with all buildings or erections which at any time during the said term shall be made therein or thereon, subject only to the exceptions set forth in Clause 2(c) hereof;
- (g) Compliance with regulations - that it will promptly comply with all requirements of the local Board of Health, police and fire departments, and municipal authorities respecting the manner in which it uses and maintains the premises;
- (h) Assignment -
 - (i) except as provided in clause 1(h)(ii) below, the Tenant shall not assign this Lease, nor assign, sublet, part with or share possession or occupation of the premises or any part thereof (hereinafter collectively called "assign" or "assignment") without the prior written consent of the Landlord, which consent shall not unreasonably or arbitrarily be withheld, provided that neither an assignment, nor the Landlord's consent thereto, shall relieve the Tenant from the covenants and agreements herein contained, and the Landlord may as a condition of any such consent require the assignee, sub lessee, licensee or occupant to covenant with the Landlord for the due and faithful performance and observance of the terms of this Lease, including this Clause 1(h). Notwithstanding the foregoing, any request for the Landlord's consent to an assignment shall be accompanied by such information as to the proposed assignee, sub-tenant, licensee, or occupant's business and financial responsibility as the Landlord may reasonably require, together with the terms of the proposed assignment, and the Landlord shall have the right, exercisable on its own behalf or on behalf of such party as the Landlord may designate, to take the assignment from the Tenant upon the same terms and conditions as are set forth in this Lease and in any such case this Lease or such portion thereof as is affected by the assignment, may at the election of the Landlord, be treated as surrendered as of the effective date of such proposed assignment. The Landlord shall have a period of thirty (30) days in which to exercise its aforesaid right and within which to communicate such exercise to the Tenant and if not so exercised, the Landlord shall not later than such 30th day, notify the Tenant if it approves or disapproves the assignment, and in the case of approval the Tenant shall have a period of sixty (60) days thereafter in which to complete the assignment. In the event that the Tenant does not so assign within such sixty (60) day period, the Tenant shall not make an assignment without again conforming to all the express provisions of this sub clause. In the

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event that the Landlord consents to an assignment, the documentation for such assignment, sublease or otherwise, shall be prepared by the solicitor for the Landlord in a form acceptable to the Landlord, at the expense of the Tenant;

- (ii) the Tenant may assign this Lease to an affiliate (as such term is defined in the *Canada Business Corporations Act*) without the prior written consent of the Landlord, provided that notwithstanding any such assignment, Landlord may as a condition of any such assignment require the assignee, to covenant with the Landlord for the due and faithful performance and observance of the terms of this Lease and further provided that the Tenant shall remain jointly and severally liable, without the benefit of division or discussion, with the assignee for all of the covenants, agreements and obligations of the Tenant pursuant to this Lease so that the Landlord may compel the Tenant to observe all the covenants, agreements and obligations of the Lease as if no assignment had occurred;
- (i) No nuisance - not to do or omit to do or permit to be done or omitted anything upon or in respect of the premises the doing or omission of which shall be or result in a nuisance;
- (j) Increases in insurance premiums - to pay the amount of any increase as caused by the Tenant's operation on the premises or the Tenant's making any improvement to the premises;
- (k) Not to cause cancellation of insurance - that nothing will be done or omitted to be done whereby any policy of insurance on the building shall be canceled or the building rendered uninsurable;
- (l) Tenant's insurance - to provide the Landlord with certified copies of policies of insurance carried by insurance companies acceptable to the Landlord, and to pay all costs and premiums for such insurance, in respect of the following coverage:
- (i) comprehensive general public liability and personal property insurance covering the Tenant and the Landlord in respect of the premises and the Tenant's operations therein with limits of not less than One Million Dollars (\$1,000,000.00) inclusive per occurrence for injuries to or death of persons or damage to property, and
- (ii) fire, lightning, explosion, sprinkler leakage (if applicable) and standard extended coverage and water damage insurance with a replacement cost endorsement to the full insurable value of the improvements, furniture, fittings and fixtures constructed or placed on the premises by the Tenant together with coverage for damage resulting from burglary or an attempt thereat, with all proceeds to be used for the restoration of the premises and the improvements furniture, fittings and fixtures constructed thereon in the

event of a loss or partial loss;

- (m) Indemnity of Landlord - to indemnify the Landlord from all liabilities, reasonable costs, damages, loss, fines, suits, claims, demands and actions or causes of action of any kind or nature for which the Landlord shall or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant or proviso hereof, or by reason of any injury or death occasioned to or suffered by any person or persons or any property through any act, neglect or default by the Tenant or any of its agents or employees; such indemnification in respect of any such breach, violation or nonperformance, damage to property, injury or death occurring during the term of the Lease shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding;
- (n) Cleanliness of Premises - the Tenant shall, at its sole cost and expense, keep the leased premises in a tidy, clean and sanitary condition and shall not place, or have its employees or agents or those delivering goods to the leased premises throw, place or leave any debris or refuse in or upon the common areas;
- (o) Receipts - to produce to the Landlord forthwith on request satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease;
- (p) Use - to use and occupy the premises during the term hereof for the purposes of carrying on the business of CHUB Radio station and for no other use whatsoever;
- (q) Access by Landlord - to make available to the Landlord, its employees and agents, the common right of access to hallways, entranceways and washrooms within the leased premises.

2.

Landlord's Covenants

The Landlord covenants with the Tenant as follows:

- (a) Quiet enjoyment - if the Tenant duly and regularly pays the rent and complies with its obligations under this Lease, the Tenant will be entitled to and shall and may peaceably possess and enjoy the premises during the term of this Lease without any interruption or disturbance from the Landlord or any person or persons claiming by, through or under the Landlord;
- (b) Maintenance of exterior of building - to maintain and keep the foundations, outer walls and roof of the building (excluding exterior glass and doors and excluding those items for which the Tenant is responsible under Clause 1(e) hereof in good order and condition and to make promptly all needed repairs and replacements thereto;

- (c) Signs - that the Tenant may from time to time during the term erect, paint, display, maintain, alter, change or remove advertising signs on the exterior and interior of the walls of the premises, all such signs to be dignified in appearance, approved in writing by the Landlord as to dimensions, type and location, and to comply with the requirements of municipal and government authorities; and the Landlord in approving such signs shall have regard to:
- (i) the aesthetic appeal of the building;
 - (ii) the need, as a primary purpose to identify and not to advertise the Tenant; and
 - (iii) the necessity on a multiple occupancy building for all signs to be complimentary and not to detract from each other.

The signs shall remain the property of the Tenant and shall be removed by it on the termination of the term hereby granted. Upon removal of any such signs the premises shall be restored to their original condition except for reasonable wear and tear. The Tenant shall indemnify the Landlord against any loss or damage caused to any person or property as a result of the placing, use or removal of any sign on the exterior and interior of the walls of the premises.

3. Provisos
Provided always and it is hereby agreed as follows:

3.01 Proviso for re-entry by the Landlord on non-payment of rent or non-performance of covenants

If:

- (a) the Tenant fails to pay any basic annual rent or additional rent or other sums due hereunder on the day or dates appointed for the payment thereof; or
- (b) the Tenant fails to observe or perform any other of the terms, covenants or conditions of this Lease to be observed or performed by the Tenant (provided the Landlord first gives the Tenant ten (10) days, or such shorter period of time as is otherwise provided herein, written notice of any such failure to perform and the Tenant within such period of ten (10) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform); or
- (c) the Tenant or any person occupying the premises or any part thereof or any licensee, concessionaire or franchisee operating business in the premises becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for

bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors; or

- (d) a receiver or a receiver and manager is appointed for all or a portion of the Tenant's property or any occupant's, licensee's, concessionaire's or franchisee's property; or
- (e) any steps are taken or any action or proceedings are instituted by the Tenant or by any other party including without limitation, any court or governmental body of competent jurisdiction or the dissolution, winding-up or liquidation of the Tenant or its assets; or
- (f) the Tenant makes a sale in bulk (other than a bulk sale made to an assignee or sub lessee pursuant to The Bulk Sales Act of Alberta); or
- (g) the Tenant abandons or attempts to abandon the premises, or sells or disposes of the trade fixtures, goods or chattels of the Tenant or removes them from the premises so that there would not in the event of such sale or disposal, be sufficient trade fixtures, goods or chattels on the premises subject to distress to satisfy all rent due or then accruing hereunder; or
- (h) the premises become and remain vacant for a period of five (5) consecutive days or are used by any persons other than such as are entitled to use them hereunder; or
- (i) the Tenant assigns, transfers, encumbers, sublets or permits the occupation or use or the parting with or sharing possession of all or any part of the premises by anyone except in a manner permitted by this Lease; or
- (j) this Lease or any of the Tenant's assets are taken under any writ of execution or attachment; or
- (k) re-entry is permitted under any other terms of this Lease,

then the Landlord, in addition to any other rights or remedies it has pursuant to this Lease or by-law, has, to the extent permitted by law, the immediate right of re-entry upon the premises and it may expel all persons and remove all property from the premises and such property may be removed and sold or disposed of by the Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without service of notice or resort to legal process and without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

3.02 Right to Relet

- (a) If the Landlord elects to re-enter the premises as herein provided, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as are necessary in order to relet the premises, or any part thereof for such term or terms (which may be for a term extending beyond the term hereby granted) and at such rent and upon such other terms, covenants and conditions as the Landlord in its sole discretion considers advisable. Upon each such reletting all rent received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than basic annual rent or additional rent due hereunder from the Tenant to the Landlord; second to the payment of any costs and expenses of such reletting including brokerage fees and solicitors' fees and of costs of such alterations and repairs; third, to the payment of basic annual rent and additional rent due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same becomes due and payable hereunder. If such rent received from such reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency which shall be calculated and paid monthly in advance on or before the first day of each and every month. No such reentry or taking possession of the premises by the Landlord shall be construed as an election of its part to terminate this Lease unless a written notice of such intention is given to the Tenant. Notwithstanding any such reletting without termination the Landlord may at any time thereafter elect to terminate this Lease for such previous breach.
- (b) If the Landlord at any time terminates this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it incurs by reason of such breach, including the cost of recovering the premises, solicitors' fees (on a solicitor and his client basis) and including the worth at the time of such termination of the excess, if any, of the amount of basic annual rent, additional rent and charges equivalent to the basic annual rent, additional rent and charges required to be paid pursuant to this Lease for the remainder of the term hereby granted over the then reasonable rental value of the premises for the remainder of the term hereby granted, all of which amounts shall be immediately due and payable by the Tenant to the Landlord. In any of the events referred to in Clause 3.01 hereof, in addition to any and all other rights, including the rights referred to in this Clause and in Clause 3.01 hereof, the full amount of the current month's installment of basic annual rent and of all additional rent payments for the current month and any other payments required to be made monthly hereunder, together with the next three (3) months' installments of basic annual rent and of all additional rent and such other payments required to be made hereunder for the next three (3) months, all of which shall be deemed to be accruing due on a day-to-day basis and which shall immediately become due and payable as accelerated rent, and the Landlord may immediately distrain for the same, together with any arrears then unpaid.

3.03 Expenses

If legal action is brought for recovery of possession of the premises, for termination of this Lease, or because of the breach of any other terms, covenants or conditions herein contained on the part of the Tenant to be kept or performed, and a breach is established, the Tenant shall pay to the Landlord all expenses incurred therefor, including a solicitor's fee (on a solicitor and his own client basis), unless a court shall otherwise award.

3.04 Landlord's Right to Inspect Premises

To permit the Landlord and its agents at all reasonable times during the term hereof and during normal business hours (except in emergency) of the Tenant without interference to the operations of the Tenant, to enter the premises to examine the condition thereof; and, upon notice in writing given by the Landlord to the Tenant of any want of repair for which the Tenant is liable under the terms hereof, to rectify and make good any such defect within the time specified in the notice; PROVIDED that if the Tenant shall not repair according to notice in writing as herein provided, the Landlord may enter upon the premises (without being liable for any disturbance or damage so caused) and may do such repairs and add the cost thereof to the rent due on the next succeeding payment date, and such amount in addition to the regular payment then due shall constitute rent hereunder.

3.05 Waiver of Exemption

That notwithstanding anything contained in the Exemptions Act of Alberta (Revised Statutes of Alberta, 1980, Chapter E-15) or any amendment or revision thereof, none of the goods or chattels of the said Tenant at any time during the continuance of the term hereby created situate on the premises shall be exempt from levy by distress for rent in arrears as provided for by any section of the said Act, and that upon any claim being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods as are named as exempt in any such section, and the Tenant waives every benefit that might have accrued to the Tenant under any such legislation but for this covenant.

3.06 Liability for Damage to Persons or Property

The Landlord shall not, except to the extent of the net amount realized by the Landlord from its insurer or insurers as a result of an insurance claim, be liable or responsible in any way for:

- (a) any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, invitee, licensee or customer of the Tenant or any other person who may be in or upon the said lands, the building, or the leased premises; or

- (b) any loss or damage whatsoever of or to any property belonging to the Tenant or to its employees or to any other person while such property is in or on the said land, the building, or the leased premises; or
- (c) any loss, damage or injury, whether direct or indirect, to persons or property or loss of income or revenue resulting from any failure, howsoever caused, in the supply of the utilities, services or facilities provided or to be provided or repairs made to or to be made to the leased premises, the building or the said lands under any of the provisions of this Lease or otherwise.

3.07 Overholding

If the Tenant continues to occupy the premises with the consent of the Landlord after the expiration of this Lease without any further written agreement, the Tenant shall be a monthly tenant at a monthly rental equal to the rental payable during the last month of the term hereof, and otherwise on the terms and conditions herein set out.

3.08 Landlord May Pay Taxes or Charges on Default by Tenant

If the Tenant fails to pay when due any taxes, rates, insurance premiums or charges which it has herein covenanted to pay, the Landlord may pay any such taxes, rates, premiums and charges, and may charge the sums so paid to the Tenant who shall pay them forthwith on demand; and the Landlord, in addition to all other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as it might have taken for the recovery of rent in arrears under the terms of this Lease.

3.09 Examination and Acceptance

Before taking possession hereunder, the Tenant shall examine the leased premises, and any subsequent taking of possession shall be conclusive evidence as against the Tenant that at the time thereof, the leased premises were in good and satisfactory condition, and that all undertakings, if any, of the Landlord to alter, remove or improve the leased premises, the building, or the said lands, and all representations, if any, by the Landlord respecting the condition of the leased premises, the building or the said lands have been fully satisfied and performed by the Landlord, except as may be agreed in writing between the parties.

3.10 Installation and Removal of the Trade Fixture

The Tenant may install and maintain in the leased premises, trade fixtures and equipment appropriate for the Tenant's business and the general character of the building, PROVIDED THAT:

- (a) such installation does not damage the building;
- (b) the cost of any and all damage to the building or the said lands resulting from such installation will be paid by the Tenant;
- (c) such installation does not contravene the provisions of Section 3.11;

PROVIDED FURTHER, that if the Tenant has paid the rent and additional rent hereby reserved, and performed the covenants herein contained and on its part to be performed, the Tenant shall have the right at the expiration of the Lease to remove such trade fixtures. The Landlord may, at

its option, require such removal. In either event, Tenant shall make good any damage or injury caused to the leased premises, the building or the said lands by reason of such removal.

3.11 Improvements

- (a) Tenant's Improvements - The Tenant may at any time, at its sole expense, upon obtaining the written consent of the Landlord, make such changes, alterations or improvements to, and may paint and decorate the interior of the leased premises, in such manner as shall in the judgement of the Tenant better adapt the same for the purpose of its business; PROVIDED THAT:
- (i) No changes, alterations, additions or improvements shall be made which in the opinion of the Landlord might conflict with the design criteria of the building or otherwise be incompatible with the said lands, the building, other rentable premises therein, or other tenants thereof.
 - (ii) All changes, alterations, additions and improvements shall comply with all statutes, regulations by-laws, specifications or requirements of any municipal, provincial, federal or other authority.
 - (iii) The Tenant shall observe all the provisions of this Lease relating to fire regulations and insurance policies.
 - (iv) The Tenant shall not under any circumstances, whether in respect of changes, alterations and improvements to the leased premises or work performed, permit any lien, caveat, encumbrance or charge to be filed against the leased premises or the said lands, and shall forthwith discharge any lien which may be filed.
 - (v) The Tenant will not be entitled to make any changes, alterations, additions or improvements whatsoever to the structure, the electrical, mechanical (including heating and air-conditioning), plumbing or telephone facilities, equipment, machinery, connections, wiring, pipes, ducts or other paraphernalia.

3.12 Destruction or Damage of Premises

If during the term hereof the premises shall be damaged by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrection or explosion, the following provisions shall have effect:

- (a) If the premises are rendered partially unfit for occupancy by the Tenant and remain so for at least ten (10) days, then the rent hereby reserved shall abate in part only in the proportion that the part of the premises so rendered unfit is of the

whole of the premises until the premises have been repaired or restored.

- (b) If the premises are rendered wholly unfit for occupancy by the Tenant and remain so for at least ten (10) days, then the rent hereby reserved shall abate until the premises have been repaired or restored.
- (c) Notwithstanding the provisions of sub clause (a) of this proviso, if the premises shall be incapable of being repaired or restored with reasonable diligence within one hundred and twenty (120) days of the happening of the damage (of which the Landlord shall notify the Tenant in writing within five (5) days of the happening of the damage), then the Landlord may at its option terminate this Lease by notice in writing to the Tenant given within fifteen (15) days of the date of the damage, and if such notice is given this Lease shall cease and become null and void from the date of the damage and the Tenant shall immediately surrender the premises and all its interest therein to the Landlord and the rent shall be apportioned and shall be payable by the Tenant only to the date of such damage and the Landlord may re-enter and repossess the premises discharged of this Lease. If within the said period of fifteen (15) days the Landlord shall not have given notice terminating this Lease as aforesaid, the Landlord shall with reasonable promptitude repair and restore the premises.
- (d) If the premises are capable with reasonable diligence of being repaired or restored within one hundred and twenty (120) days of the happening of such damage, then the Landlord shall with reasonable promptitude repair and restore the premises.
- (e) Notwithstanding anything contained in this Lease and specifically notwithstanding any other provision of Clause 3.12 hereof, if fifty (50%) percent or more of the total rental floor area of the building is damaged or destroyed by any cause whatsoever (irrespective of whether the premises are damaged or destroyed) and if, in the opinion of the Landlord reasonably arrived at, the total rental floor area of the building so damaged or destroyed cannot be rebuilt or made fit for the purposes of the respective tenants of such space within one hundred twenty (120) days of the happening of such damage, then and so often as any such events occur, the Landlord may elect to terminate this Lease by notice in writing to the Tenant within thirty (30) days of the date of the happening of such damage. In the case of such election, the term hereby granted and the tenancy hereby created shall expire upon the 30th day after such notice is given, without indemnity or penalty payable by, or any other recourse against the Landlord, and the Tenant shall, within such thirty (30) day period, vacate the premises and surrender the same to the Landlord with the Landlord having the right to re-enter and repossess the premises discharged of this Lease and to expel all persons and remove all property therefrom. Annual rent and additional rent shall be due and payable without reduction or abatement subsequent to the date of such damage and until the date of termination, unless the premises shall have been destroyed or damaged

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as well in which event Clause 3.12(a) or (b) shall apply.

3.13 No Waiver

The failure of the Landlord to insist upon strict performance of any of the covenants and provisions hereof shall not be deemed a waiver of any right to remedy that the Landlord may have or of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

3.14 Interest

The Tenant shall pay to the Landlord interest equal to prime plus 2% per annum on all overdue payments required to be made by the Tenant to the Landlord hereunder, such interest to be calculated from the first date that any such payment should have been made until paid.

3.15 Subordination

This Lease is subject and subordinate to any mortgage, encumbrance or deed of trust which may now or at any time hereinafter affect the lands or the building located on the lands, and this Lease shall be subject and subordinate to all renewals, modifications, consolidations, replacements and extensions of any such mortgage, encumbrance or deed of trust. If the Tenant is required by the Landlord to execute and deliver any instrument or further assurance to carry out the intent of this paragraph, and fails to do so within fourteen (14) days of notice to do so the Landlord is hereby authorized and appointed lawful attorney for and on behalf of the Tenant to execute and deliver any such instrument or further assurance.

3.16 Additional Rent

All sums of money required under this Lease to be paid to the Landlord by the Tenant shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and the Landlord shall have all rights against the Tenant for default in any such payment as in the case of arrears of rent.

4. Option to Extend

Provided that the Tenant has paid the rent and additional rent hereby reserved, and performed the covenants herein contained and on its part to be performed, the tenant shall have the right ninety (90) days prior to the expiration of this lease ("Original Lease") to extend the term for an additional term of thirty-six (36) months (First Additional Term). The First Additional Term will be on the same terms and conditions as the Original Lease, with the exception of lease rate which is to be negotiated separately. Ninety (90) prior to the expiration of the First Additional Term, and provided that the Tenant has paid the rent and additional rent hereby reserved, and performed the covenants herein contained and on its part to be performed, the

Tenant shall have the right to extend the term of the Original Lease for a further term of thirty-six (36) months ("Second Additional Term"). The Second Additional Term will be on the same terms and conditions as the Original Lease, with the exception of lease rate which is to be negotiated separately, and the option to extend which is deleted.

5. Notices

5.01 Any notice, statement or payment may be served or made by mailing the same by registered post, postage prepaid, in a properly addressed and sealed envelope addressed as follows:

- (a) In the case of the Landlord:

**RDTV - A division of Global Communications Limited.
2840 Bremner Avenue
Red Deer, Alberta
T4R 1M9**

- (b) In the case of the Tenant:

**Jim Pattison Industries Ltd.
1600 - 1055 West Hastings Street
Vancouver, B.C.
V6E 2H2**

5.02 Any party may from time to time change his or its address for service on written notice to the others. Any notice, statement or payment shall be deemed to have been received when delivered (if delivered), or seventy-two (72) hours after the time of mailing thereof as aforesaid.

6. Information

The headings to the Clauses of this Lease form no part of this Lease and have been inserted for convenience of reference only.

7. Time of Essence

Time is of the essence of this Lease and every part hereof.

Subject to the restrictions hereinbefore set forth, this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereof.

Jim Pattison Industries Ltd. hereby accepts this lease of the above described land, to be held by it as Tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

LIMITED RDTV - A division of GLOBAL COMMUNICATIONS

Per: Ray McBeth
(Ray McBeth - General Manager, RDTV)

Witness: [Signature]

JIM PATTISON INDUSTRIES LTD.

Per: Paul Mason
(Paul Mason - General Manager, BIG 105 FM)

Witness: [Signature]

Amendment No. 1 dated the 3rd day of ^{August} July, 2004 ("Amendment") to the Lease dated the 1st day of September, 2002.

BETWEEN:

RDTV, a division of **GLOBAL COMMUNICATIONS LIMITED**, a body corporate with offices in the City of Red Deer in the Province of Alberta (hereinafter called the "Landlord")

OF THE FIRST PART,

- and -

JIM PATTISON INDUSTRIES LTD., a body corporate with its head offices in the City of Vancouver, in the Province of British Columbia (hereinafter called the "Tenant")

OF THE SECOND PART.

WHEREAS by a Lease dated September 1, 2002 between the Landlord and the Tenant ("Lease") the Tenant leased from the Landlord 4,570 square feet more or less of the ground floor of the business premises at 2840 Bremner Avenue, Red Deer, Alberta, ("Premises") for a term of three (3) years ending August 31, 2005;

AND WHEREAS the Landlord and the Tenant wish to change the location of the space to be leased by the Tenant in the Premises as well as the base annual rent and term of the Lease;

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment the Landlord and the Tenant agree as follows:

1. The first paragraph of the preamble of the Lease is hereby amended by the deletion of the words and figures "thirty-six (36) months" and replacement thereof of the following: "eighty-seven (87) months".
2. The second and third paragraphs of the preamble of the Lease are hereby deleted in their entirety and replaced with the following:

"**NOW THEREFORE**, in consideration of the rents hereby reserved and the covenants herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant:

- (a) for the period from and inclusive of September 1, 2002 and thenceforth ensuing and to be fully completed and ended on November 30, 2004, the land and premises situate, lying and being known as : Plan Red Deer 7922866 Block 14, Lot 10-A, in the City of Red Deer, in the Province of Alberta and being composed of 4,570 square feet more or less of the ground floor of the business

premises of the Landlord, as shaded in pink on Schedule "A" attached hereto and located at 2840 Bremner Avenue, Red Deer, Alberta and;

- (b) for the period from and inclusive of December 1, 2004 and thenceforth ensuing and to be fully completed and ended on November 30, 2009, the land and premises situate, lying and being known as: Plan Red Deer 7922866 Block 14, Lot 10-A, in the City of Red Deer, in the Province of Alberta and being composed of 8874 square feet more or less of the second floor of the business premises of the Landlord, as shaded in red on Schedule "B" attached hereto and located at 2840 Bremner Avenue, Red Deer, Alberta

(both locations collectively hereinafter referred to as the "Leased Premises"), subject to earlier termination as provided herein.

The Tenant paying therefore to the Landlord at such place or places as the Landlord shall from time to time designate in writing as basic annual rent the sum of:

- (a) fifty-two thousand four hundred and eighty-six (\$52,486.00) dollars, payable in equal monthly installments of four thousand three hundred and seventy-three dollars and eighty-three cents (\$4,373.83) in advance on the first day of each and every month for the period commencing on September 1, 2002 to August 31, 2004 inclusive plus an additional sum of \$4,373.83 for the months of September, October and November 2004, and
- (b) seventy thousand nine hundred and ninety two (\$70,992.00) dollars payable in equal monthly installments of five thousand nine hundred and sixteen (\$5,916.00) dollars in advance on the first day of each and every month for the period commencing on December 1, 2004 to November 30, 2009 inclusive pro-rated for any year consisting of less than 12 months,

together with the additional rent hereinafter reserved, the first of such monthly installments to be made on or before the 1st day of September, 2002; provided that, the Tenant shall not be required to pay basic annual rent for the months of December 2004, January 2005, December 2005, January 2006 and December 2006.

The basic annual rent as aforesaid is based upon an annual rent of eleven dollars and fifty cents (\$11.50) per square foot (total 4,564 square feet) from September 1, 2002 to November 30, 2004 of rentable area and an annual rate of eight (\$8.00) dollars per square foot (total 8,874 square feet) from December 1, 2004 to November 30, 2009 of rentable area."

3. Paragraph 1(b) of the Lease is amended by the replacement of the semi-colon by a period at the end of the last sentence of the paragraph and by the addition of the following sentence at the end of the paragraph:

“Notwithstanding the foregoing the Tenant’s share of the additional costs for the Landlord’s cost of the repair of the parking lot shall be based on a rentable area of 4,570 square feet;”

4. The Lease is further amended by the deletion thereof of paragraph 1(p) and the replacement thereof with the following:

“(p) Use – to use and occupy the premises during the term hereof for the purposes of carrying on the business of CHUB Radio Station and the newly acquired 106.7 FM and, subject to the Landlord’s approval at its sole discretion, to use and occupy the premises in accordance with the zoning of the building.”

5. The Lease is further amended by the deletion thereof of paragraph 2(b) and the replacement thereof with the following:

“(b) Maintenance of exterior of building – to maintain and keep the foundations, outer walls and roof of the building, including the roof around the skylights (excluding exterior glass and doors and excluding those items for which the Tenant is responsible under Clause 1(e) hereof) in good order and condition and to make promptly all needed repairs and replacements thereto;”

6. The Lease is further amended by the addition of the following section immediately following section 7:

“8. Term

The term of this Lease shall be from September 1, 2002 until November 30, 2009, unless earlier terminated in accordance with the provisions of this Lease.”

Notwithstanding the foregoing, if any delay occurs in construction of the Tenant’s improvements the dates outlined herein including length and expiry of the term, commencement of payment of basic rent and additional rent on the new rentable area of 8874 square feet, and the base rent free periods shall be postponed accordingly for a period equal to the delay up to a maximum of thirty (30) days.

7. The Lease is further amended by the addition of Schedule “B” as set out in Attachment 1 to this Amendment.

8. The Landlord agrees that the Tenant shall have access to the second floor of the Leased Premises prior to December 1, 2004, and as soon as access arrangements can be made with the Landlord, for the purpose of installing Tenant's fixtures.

9. Except as herein amended, the terms and conditions of the Lease remain in full force and effect and continue to be binding on the Landlord and Tenant, respectively, and as the case may be.

10. This Amendment and the Lease constitute the entire understanding between the Landlord and the Tenant with respect to the Premises.

IN WITNESS WHEREOF the Landlord and Tenant have executed this Amendment on the day, month and year first above written.

GLOBAL COMMUNICATIONS LIMITED

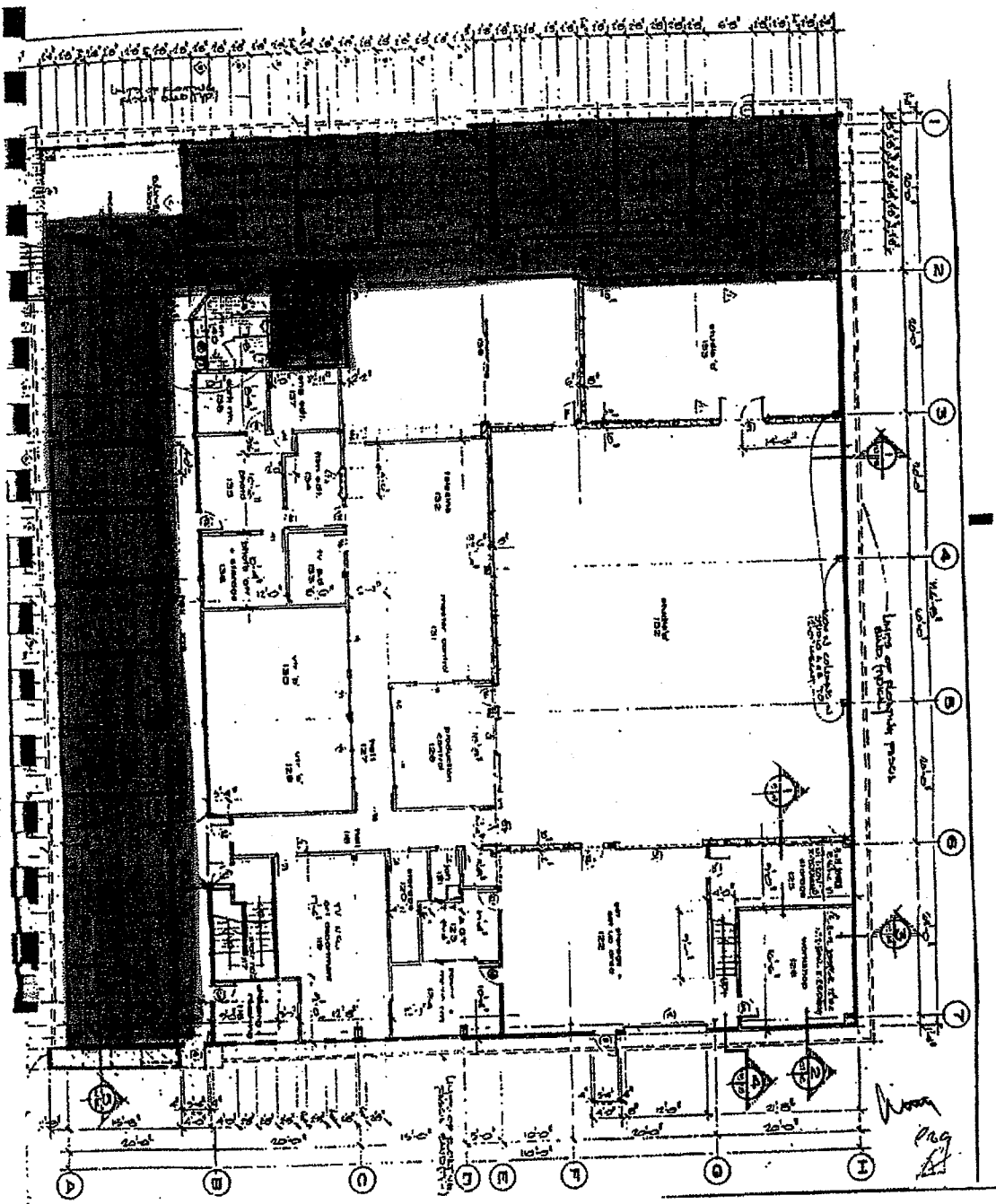
Per: *P. A. Harrod*
 Name: P. A. Harrod
 Title: Secretary

Per: *John Maguire*
 Name: John Maguire
 Title: Vice President

JIM PATTISON INDUSTRIES LTD.

Per: *R. W. Arnish*
 Name: RICHARD W. ARNISH
 Title: PRESIDENT, JIM PATTISON
 BROADCAST GROUP

SCHEDULE "A" to Lease made as of May 31, 1988,
between Allarcom Limited and Monarch Broadcasting Ltd.



DUM/75846/23
8002LEAS.WP1

SCHEDULE 'B'

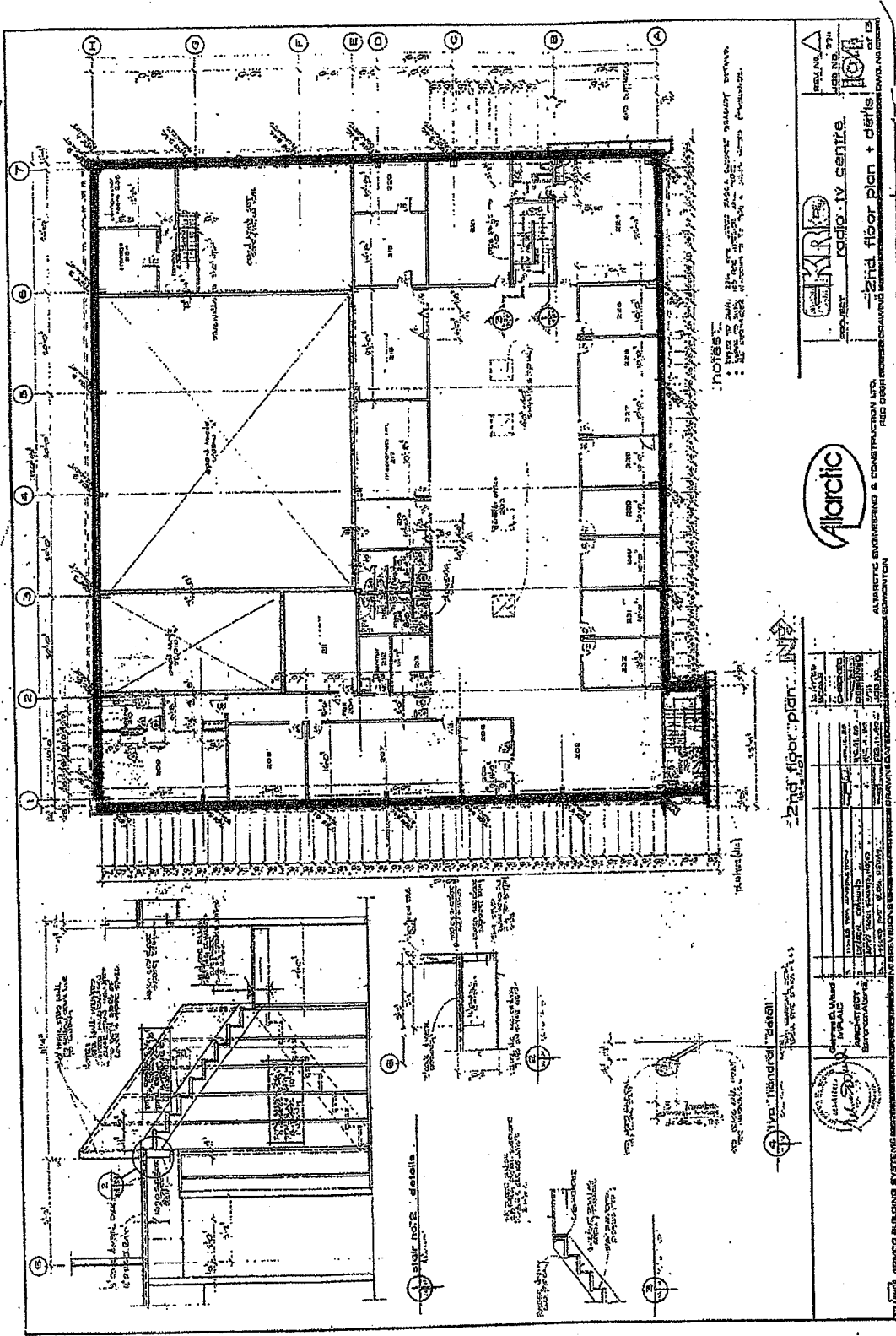
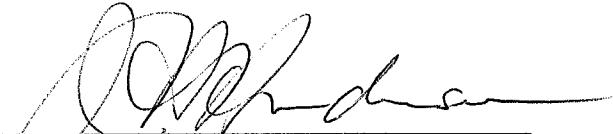


Exhibit “D”

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF **JOHN E. MAGUIRE**
SWORN BEFORE ME THIS 27th DAY OF NOVEMBER, 2009



A Commission for Taking Affidavits

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



NEWS RELEASE

For Immediate Release
February 5, 2009

Canwest announces strategic review of five conventional television stations

WINNIPEG – Canwest Global Communications Corp (“Canwest” or the “Company”) announced today that it is exploring strategic options for five of its conventional television stations, CJNT-TV in Montreal, CHCH-TV in Hamilton, CHCA-TV in Red Deer, CHBC-TV in Kelowna and CHEK-TV in Victoria.

The sale of the stations is one of several options being considered by the Company following an internal review. RBC Capital Markets has been retained to assist in this process.

“These stations have proud histories of serving their communities with strong independent voices,” Canwest President and CEO Leonard Asper said. “However, as they are currently configured, these stations are not core to our television operations going forward.”

He added: “In the current economic environment, we believe that our efforts are best focused on the areas of greatest return including the continued growth of our industry-leading specialty channels and in increasing the linkages between those channels and our powerful Global conventional television brand. We believe this process will lead to significantly enhanced shareholder value.”

Mr. Asper said Canwest has taken advantage of the shifting television viewing audiences to develop a much stronger presence in specialty channels and digital media while increasing the strategic interdependence between these and the Global network. This relationship has helped generate industry leading growth among Canwest’s specialty channels. As a result, Canwest has come to the determination that operating a second conventional TV network in Canada is no longer key to the long-term success of our broadcasting business.

“Going forward, this allows us to invest in the areas that provide the greatest return,” Asper said.

Forward Looking Statements:

This news release contains certain forward-looking statements about the objectives, strategies, financial conditions, results of operations and businesses of Canwest. Statements that are not historical facts are forward-looking and are subject to important risks, uncertainties and assumptions. These statements are based on our current expectations about our business and the markets in which we operate, and upon various estimates and assumptions. The results or events predicted in these forward-looking statements may differ materially from actual results or events if known or unknown risks, trends or uncertainties affect our business, or if our estimates or assumptions turn out to be inaccurate. As a result, there is no assurance that the circumstances described in any forward-looking statement will materialize. Significant and reasonably foreseeable factors that could cause our results to differ materially from our current expectations are discussed in the section entitled "Risk

Factors" contained in our Annual Information Form for the year ended August 31, 2008 dated November 24, 2008 filed by Canwest Global Communications Corp. with the Canadian securities commissions (available on SEDAR at www.sedar.com), as updated in our most recent Management's Discussion and Analysis for the three months ended November 30, 2008. Unless required by law, we disclaim any intention or obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.

About Canwest Global Communications Corp.

Canwest Global Communications Corp. (www.canwest.com), (TSX: CGS and CGS.A.) an international media company, is Canada's largest media company. In addition to owning the Global Television Network, Canwest is Canada's largest publisher of English language daily newspapers and owns, operates and/or holds substantial interests in conventional television, out-of-home advertising, specialty cable channels, web sites, radio stations and networks in Canada, New Zealand, Australia, Turkey, Indonesia, Singapore, the United Kingdom and the United States.

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For further information:

Media Contact:

John Douglas, Vice President, Public Affairs

Tel: (204) 953-7737

jdouglas@canwest.com

Investor Contact:

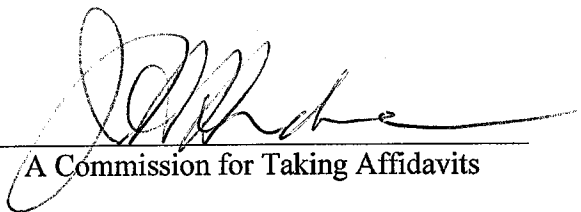
Hugh Harley, Director, Investor Relations

Tel: (204) 953-7731

hharley@canwest.com

Exhibit “E”

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME THIS 27th DAY OF NOVEMBER, 2009



A Commission for Taking Affidavits

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



NEWS RELEASE

For Immediate Release
July 22, 2009

Canwest to rebrand its conventional television station in Kelowna to Global *Review of five stations completed: 3 continue to provide local content, 2 will close*

WINNIPEG – Canwest Global Communications Corp. (“Canwest” or the “Company”) announced today that its subsidiary, Canwest Television Limited Partnership, will rebrand its conventional television station CHBC-TV in Kelowna (“CHBC”) into a Global affiliate on September 1, 2009.

The Company also announced that its strategic review of five television stations that make up its second conventional network, which included CHBC, has concluded that there are no viable options for CHEK-TV in Victoria (“CHEK”) and CHCA-TV in Red Deer (“CHCA”) and that these stations will be closed on August 31, 2009. Last month, Canwest reached a conditional agreement to sell CHCH-TV in Hamilton (“CHCH”) and CJNT-TV in Montreal (“CJNT”) protecting community programming and local jobs.

“When we began this process about six months ago to determine if there was any way to keep these local stations on the air in the current regulatory environment, we said that we would examine every avenue,” Canwest Broadcasting President Peter Viner said. “From the outset, we said that closing stations would only be considered as a last resort. We recognize that the decision to close CHCA and CHEK will negatively impact the employees of those stations and the communities that those stations have served so well.”

Mr. Viner added: “I’m pleased to say that since then, we have been able to find creative solutions for three of the five stations, which will sustain more than three-quarters of the jobs impacted by the review.”

Mr. Viner said that CHBC will continue to provide viewers with at least seven hours of trusted local news and information, adding that CHBC would also feature Global’s strong program lineup, which includes some of the biggest hit shows on television today.

“After reviewing this distinct market’s relatively strong economy, the audience share of its local news product and recent changes to the regulatory regime we have determined that CHBC can be viable as a part of the Global network,” Mr. Viner said.

On February 5, 2009, Canwest announced a strategic review of CHCH, CJNT, CHCA, CHBC and CHEK. During this process, a number of parties expressed an interest in certain of the stations, but none of them came forward with a concrete plan or the funding that provided any level of certainty for the stations, the employees or the communities that they serve. The process was extended a number of times to allow parties to obtain financing or develop their business plans.

Mr. Viner said that Canwest will continue to vigorously pursue regulatory change that will ensure the long term viability of conventional television in Canada and that recognizes its role in creating jobs, local news and other Canadian content. The Company looks forward to making its case at September's comprehensive policy review.

Forward Looking Statements:

This news release contains certain forward-looking statements about the objectives, strategies, financial conditions, results of operations and businesses of Canwest. Statements that are not historical facts are forward-looking and are subject to important risks, uncertainties and assumptions. These statements are based on our current expectations about our business and the markets in which we operate, and upon various estimates and assumptions. The results or events predicted in these forward-looking statements may differ materially from actual results or events if known or unknown risks, trends or uncertainties affect our business, or if our estimates or assumptions turn out to be inaccurate. As a result, there is no assurance that the circumstances described in any forward-looking statement will materialize. Significant and reasonably foreseeable factors that could cause our results to differ materially from our current expectations are discussed in the section entitled "Risk Factors" contained in our Annual Information Form for the year ended August 31, 2008 dated November 24, 2008 filed by Canwest Global Communications Corp. with the Canadian securities commissions (available on SEDAR at www.sedar.com), as updated in our most recent Management's Discussion and Analysis for the three and nine months ended May 31, 2009. Unless required by law, we disclaim any intention or obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.

About Canwest Global Communications Corp.

Canwest Global Communications Corp. (www.canwest.com), (TSX: CGS and CGS.A.) an international media company, is Canada's largest media company. In addition to owning the Global Television Network, Canwest is Canada's largest publisher of English language daily newspapers and owns, operates and/or holds substantial interests in conventional television, out-of-home advertising, specialty cable channels, and web sites in Canada, New Zealand, Australia, Indonesia, Singapore, the United Kingdom and the United States.

-30-

For further information:

Media Contact:

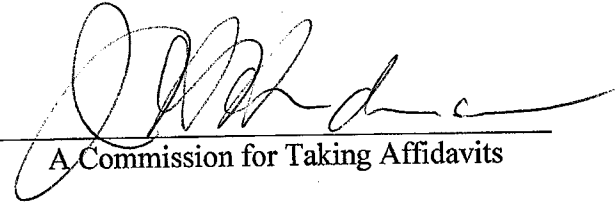
John Douglas, Vice President, Public Affairs
Tel: (204) 953-7737
jdouglas@canwest.com

Investor Contact:

Hugh Harley, Director, Investor Relations
Tel: (204) 953-7731
hharley@canwest.com

Exhibit “F”

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF **JOHN E. MAGUIRE**
SWORN BEFORE ME THIS 27th DAY OF NOVEMBER, 2009



A Commission for Taking Affidavits

JANICE AUDREY ANDERSON
A NOTARY PUBLIC
ID FOR THE PROVINCE OF MANITOBA,
COMMISSION EXPIRES MAY 14, 2010.

Offer to Purchase and Interim Agreement
(the "Offer")

TO: Canwest Television GP. Inc. and Canwest Television Limited Partnership (hereinafter collectively called the "Vendor")

Jim Pattison Developments Ltd. (hereinafter called the "Purchaser") hereby offers and agrees to purchase the land and premises known as 2840 Bremner Avenue, Red Deer, Alberta and legally described as:

Plan 7922866
Block 14
Lot 10A
Excepting Thereout All Mines and Minerals
(the "Property")

together with all buildings, structures, erections, improvements, appurtenances, and fixtures situated in or upon the Property, including, without limitation, the foregoing, the transmitter tower (but excluding the Excluded Improvements as hereinafter defined) (the "Improvements") and the Chattels (as hereinafter defined) (collectively, the "Purchased Assets") on the following terms and conditions:

1. Definitions:

"Approval and Vesting Order" means a final order (or separate orders) of the Court, in form and substance satisfactory to each of the Vendor and the Purchaser, each acting reasonably and without delay, pursuant to which:

(a) the transaction contemplated by this Offer is approved by the Court; and

(b) all right, title and interest in the Purchased Assets shall be vested absolutely in and to the Purchaser on Closing, and upon registration of such final order at the Alberta land titles office, in each case free and clear of all Encumbrances (save and except for the Title Reservations).

"Business Day" means any day other than a Saturday, Sunday or statutory holiday observed in Alberta, British Columbia or Manitoba.

"CCAA Proceedings" means the proceedings pursuant to which Canwest Global Communications Corp. and certain of its subsidiaries (including the Vendor) filed for and were granted protection under the *Companies' Creditors Arrangement Act*.

"Chattels" has the meaning given to it in Section 4.

"Claims" has the meaning given to it in Section 9.

"Closing" and "Closing Date" have the meanings given to them in Section 8.

"Closing Conditions" has the meaning given to it in Section 6.

"CMI Entitles" means Canwest Global Communications Corp. and those of its subsidiaries, including the Vendor, that were granted protection under the *Companies Creditors Arrangement Act* pursuant to the Initial Order.

- 2 -

"Court" means the Ontario Superior Court of Justice (Commercial List), and to the extent necessary to effect registration of the Approval and Vesting Order at the Alberta land titles office, the Court of Queen's Bench of Alberta.

"CTGP" means Canwest Television GP Inc.

"CTLP" means Canwest Television Limited Partnership.

"Discretion" has the meaning given to it in Section 5(e).

"Encumbrances" means any encumbrances, charges, or interests of any nature or kind whatsoever or however arising, including, without limitation, any mortgages, charges, liens, including, without limitation, builders' liens, levies, assessments, security interests, tenancies, licenses, or any options regarding any such rights, or any other claim of any person or entity, or any notices or caveats relating to any such interests.

"Excluded Improvements" has the meaning given to it in Section 4.

"Improvements" has the meaning given to it in the first paragraph of this Offer.

"Initial Order" means the order made on October 6, 2009 by the Honourable Madam Justice Repall of the Court establishing the CCAA Proceedings in respect of the CMI Entities.

"Johnson Control Contracts" has the meaning given to it in Section 6(b)(iv).

"Lease" has the meaning given to it in Section 5(a)(ii).

"Monitor" means FTI Consulting Canada Inc., in its capacity as court-appointed monitor in the CCAA Proceedings of the CMI Entities and not in its personal capacity.

"Monitor's Certificate" means the Monitor's certificate substantially in the form to be attached to the Approval and Vesting Order.

"November 30 Conditions" has the meaning given to them in Section 6.

"Project Documents" has the meaning given to it in Section 5(c).

"Purchased Assets" has the meaning given to it in Section 4.

"Reliance Letter" has the meaning given to it in Section 5(f).

"Title Reservations" means any reservations or exceptions stated in the existing certificate of title to the Property.

2. Purchase Price. The purchase price for the Purchased Assets shall be [REDACTED] plus GST (the "Purchase Price") and shall be payable as follows:

- (a) An initial deposit (the "Initial Deposit") payable by certified cheque or wire transfer to the Purchaser's Solicitors, being Bennett Jones LLP (the "Purchaser's Solicitors") payable within 48 hours of acceptance of this Offer by the Vendor;

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- (b) A further deposit (the "Additional Deposit") payable by certified cheque or wire transfer to the Purchaser's Solicitors on the Business Day following the removal or waiver of the November 30 Conditions; \$ [REDACTED]
- (c) The balance of the Purchase Price plus or minus adjustments as provided for hereunder (payable by solicitor's trust cheque, wire transfer, or by certified cheque) to the Vendor or its solicitor on or before the Closing Date (as hereinafter defined); \$ [REDACTED]
- Total Purchase Price \$ [REDACTED]
plus GST
-

The Vendor and the Purchaser agree that the allocation for the Property and the Improvements and Chattels shall be \$ [REDACTED] for the Property and \$ [REDACTED] for the Improvements and Chattels.

3. **Deposit to be Invested.** The monies paid to the Purchaser's Solicitors pursuant to Clause 1 shall be deposited, after acceptance of this Offer, in their trust account with interest accruing to the Purchaser to be credited on account of the Purchase Price on Closing, except as expressly provided otherwise herein.

4. **Property Included in Purchase Price.** The Purchase Price is in respect of the following assets (the "Purchased Assets"): (i) the Property, (ii) all Improvements, and (iii) the machinery, equipment and chattels described under the heading Machinery, Equipment and Chattels in Schedule "A" hereto (the "Chattels"); but for clarity excluding those items listed in and identified under the heading Excluded Improvements in Schedule "A" hereto (the "Excluded Improvements"), all in their current "as is, where is and with all faults" condition as contemplated in Section 21 or as otherwise set forth in this Offer, including that the Purchased Assets shall on Closing be free and clear of all Encumbrances, save and except for the Title Reservations.

5. **Vendor's Covenants.** The Vendor represents, warrants to, and covenants with, the Purchaser that:

- (a) there is not now and will not at the Closing Date be:
- (i) any agreement, right or option, direct or indirect for the purchase of the Property other than the agreement resulting from the Vendor's acceptance of this Offer;
 - (ii) any subsisting lease or agreement for a lease affecting the Property, excepting the lease between the Vendor, as landlord and Jim Pattison Industries Ltd., as tenant dated the 1st day of September, 2002, as amended by an amending agreement dated the 3rd day of August, 2004 (the "Lease"). The Vendor shall, and the Purchaser shall cause Jim Pattison Industries Ltd. to, execute and deliver a release and termination agreement upon Closing whereby each of the Vendor and Jim Pattison Industries Ltd. release each other from any and all actions, causes of action, suits, claims, damages, obligations and demands, whatsoever arising from or regarding the Lease and whereby the Lease shall be terminated as at the Closing Date and pursuant to which Jim Pattison Industries Ltd. confirms that it will not have any claim pursuant to the

- 4 -

CCAA Proceedings in respect of the Lease provided that for clarity, the foregoing shall not prevent the Purchaser or any of its affiliates (as defined in the Canada Business Corporations Act) from filing and pursuing any other claim to which they are otherwise entitled under the CCAA Proceedings; and

- (iii) there are no leases, offers to lease, agreements to lease, tenancy agreements, license agreements, or any other agreements granting or creating any rights of occupancy with respect to, or affecting any portion of, the Purchased Assets which could extend beyond the Closing Date;
- (b) the Vendor is not now and will not at the Closing Date be a non-resident of Canada as defined by the Income Tax Act (Canada);
- (c) within five (5) Business Days following the acceptance of this Offer by the Vendor, the Vendor will deliver to the Purchaser copies of all the following documents pertaining to the Purchased Assets that are within the Vendor's possession or control (the "Project Documents"):
 - (i) a service contract with Johnson Controls; and
 - (ii) copies of all quotations obtained and received by the Vendor in respect of repairs to be made to the HVAC system, but not yet undertaken or which are in process;
- (d) subject to and without in any way limiting the other representations, warranties and covenants contained in this Offer, and subject to the provisions of any order made in the CCAA Proceedings, the Vendor will not materially alter the Purchased Assets from the condition such Purchased Assets are in on the date that this Offer is accepted by the Vendor (except for the removal of the Excluded Improvements or otherwise as in accordance with this Offer) and the Vendor shall continue to operate, manage, and maintain the Purchased Assets in the same manner as would a prudent owner of property and assets of comparable type, age, class, and location, including the maintenance of such insurance as would be maintained by a prudent owner of such property similar to the Purchased Assets. For the purposes of this Offer, "materially alter" shall mean any alterations to the Purchased Assets having a dollar value singularly or in the aggregate of more than \$50,000.00;
- (e) other than the charges created by the Initial Order, the Vendor will not create or grant any Encumbrances on title to the Property, registered or unregistered, that will serve to create an obligation or liability that will survive Closing or that may affect the development or use of the Property by the Purchaser, without obtaining the prior written consent of the Purchaser acting in its sole absolute and unfettered discretion (hereinafter, "Discretion") and no work has been performed or is in progress (other than the removal of the Excluded Improvements and any repairs necessitated thereby) and no materials or services have been furnished to the Purchased Assets that might give rise to any Encumbrance, including, without limitation, any builder's liens or other liens against the Purchased Assets or any portion thereof;

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- (f) the Vendor will authorize and request Pinchin Environmental Ltd. on or prior to the Closing Date, to provide the Purchaser with a transmittal letter of reliance (the "Reliance Letter") for the Phase 1 Environmental Site Assessment prepared by Pinchin Environmental Ltd. dated May 22, 2009 for the Property;
- (g) CTLP is the sole beneficial owner of the Purchased Assets, CTGP holds legal title to the Property on behalf of CTLP and, subject to Clause 7, the Vendor has or will have on the Closing Date, full power and authority to transfer title to the Purchased Assets to the Purchaser free and clear of all Encumbrances;
- (h) this Offer, once accepted by the Vendor, will have been duly executed and delivered by the Vendor and will constitute a binding obligation of the Vendor, enforceable in accordance with the terms hereof subject to, and conditional upon, the making of the Approval and Vesting Order;
- (i) the Vendor has not received any notice of expropriation or intended expropriation relating to the Purchased Assets or any notice of road closure affecting access thereto;
- (j) the Vendor has not received any order or notice under applicable health or environmental legislation with respect to the removal of Contaminants (as hereinafter defined), pests or noxious substances;
- (k) with respect to environmental matters, to the best of the Vendor's knowledge without independent inquiry:
- (i) the Property and Improvements are and will on the Closing Date be free of any Contaminants, and there has not been and is no Contamination of the Property or Improvements, or to the best of the Vendor's knowledge, any lands adjacent to the Property;
- (ii) there are not and will not be on the Closing Date any existing or to best of Vendor's knowledge, threatened Claims, actions, directives, orders, investigations or requirements against the Vendor or against the Purchased Assets under any Environmental Laws;
- (iii) the Purchased Assets have never been, are not, and on the Closing Date will not contain any Contaminants or be insulated with any Contaminants, including, urea formaldehyde foam;
- (iv) the Purchased Assets have never been used as a cemetery, land fill or waste disposal site nor has there been any dry cleaning operations, or underground or above-ground storage tanks (including fuel or chemical storage tanks) located on the Property or Improvements and there are not and have never been any Contaminants located on or under the Property or Improvements;
- (v) no fill has been used on the Property;

For the purposes of this Offer and the agreement resulting from its acceptance:

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- (A) "Contaminants" means any pollutants, contaminants, hazardous corrosive or toxic substances, special waste or waste of any kind including, without limitation, explosive or radioactive materials, asbestos-containing materials, urea formaldehyde, hydrocarbons, polychlorinated biphenyls ("PCB's"), PCB-containing equipment or materials, deleterious substances, dangerous substances or goods, hazardous substances, toxic substances, hazardous wastes, pesticides, or solvents, the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation, or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws;
- (B) "Contamination" means the presence in an area of the environment of any Contaminants that may cause, is causing or has caused an adverse effect, in accordance with or in contravention of any Environmental Laws;
- (C) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, permits, approvals, codes of practice, ordinance, ruling, regulation or directive, and any other lawful requirements of any governmental authority having jurisdiction over the Purchased Assets relating in any way to the environment, health, occupational health and safety, product liability or transportation of dangerous goods including, without limitation, the Environmental Protection and Enhancement Act, R.S.A. 2000. c. E-12, as amended and replaced from time to time, and regulations thereto;
- (l) there are no listing agreements, whether for lease or sale, in force with respect to the Purchased Assets; and
- (m) the Vendor maintains in full force and effect such policies of insurance issued by reputable and responsible insurers as would be maintained with respect to a property similar to the Purchased Assets by a reasonably competent, prudent and business like owner including, without limitation, fire and extended coverage insurance for the full replacement cost of the buildings, improvements, and erections including, without limitation, any Chattels located thereon, and such policies of insurance are to be so maintained until Closing.

If any of the representations or warranties contained in this Section 5 is not true or accurate, or any covenant of the Vendor in this Section 5 is not performed by the Vendor in accordance with its terms, the sole remedy of the Purchaser in respect thereof shall be to elect not to proceed with Closing if the conditions set out in Section 6(b)(i) or (iii) have not been satisfied as a result thereof and the Purchaser shall not have any right to claim damages as a result thereof. The representations, warranties, and covenants contained herein on the part of the Vendor and the Purchaser shall merge on Closing.

6. Purchaser's Conditions. The obligation of the Purchaser to complete the purchase of the Property shall be subject to the satisfaction or waiver by the Purchaser in its sole discretion of the following conditions precedent in 6(a) (the "November 30 Conditions") and in 6(b) (the "Closing Conditions"), (collectively, the "Purchaser's Conditions"):

- (a) by November 30, 2009 (the "Condition Removal Date"):

- 7 -

- (i) the Purchaser being satisfied, in its Discretion, with due diligence searches and examinations. For the purposes hereof, "due diligence" includes, without limitation, whatever investigations and searches the Purchaser, in its Discretion, deems advisable with respect to the Purchased Assets, including, without limitation, all investigations, inspections, building inspections, searches, inquiries and tests relating to the Purchased Assets; obtaining satisfactory evidence of compliance by the Purchased Assets with work orders and zoning; satisfactory review of plans of surveys; satisfactory review of physical and engineering inspections of the Purchased Assets; obtaining satisfactory evidence of compliance of the Improvements with all applicable laws; satisfactory review of any agreements of the Vendor relating to or affecting the Purchased Assets; satisfactory review of environmental audits; satisfactory review of soil tests; satisfactory review of the Project Documents; and any other matters of interest to the Purchaser with respect to the Purchased Assets and the Vendor;
 - (ii) the Purchaser being satisfied, in its Discretion, with review of title to the Property;
 - (iii) the Purchaser being satisfied, in its Discretion, with review of the zoning and permitted uses of the Property;
 - (iv) the Purchaser being satisfied, acting reasonably, that the Vendor has removed the Excluded Improvements and above grade structures forming part of the Excluded Improvements on the Property more particularly described in Schedule "A" attached hereto and repaired any damage to the Purchased Assets as a result of such removal to the reasonable satisfaction of the Purchaser; and
 - (v) approval of the terms and conditions of this Offer by the Board of Directors of the Purchaser acting in its Discretion being obtained. Provided that execution of this Offer by the Purchaser shall not be deemed to constitute such approval;
- (b) on or before the Closing Date:
- (i) all of the Vendor's representations and warranties shall be true and accurate in all material respects as if made on and as of the Closing Date;
 - (ii) on Closing, there shall be no work orders or deficiency notices that arose after the Condition Removal Date from any federal, provincial, municipal or other authority or agency having jurisdiction over the Purchased Assets advising of any defects in the construction or state of repair of the Improvements or advising that the use and occupation thereof does not comply with all applicable by-laws, restrictions, regulations and directives;
 - (iii) all of the terms, covenants and conditions of this Offer to be complied with or performed by the Vendor on or before the Closing Date shall have been complied with or performed in all material respects;

- 8 -

- (iv) the Vendor shall have delivered evidence of the disclaimer, termination, or resiliation pursuant to the CCAA Proceedings of all service contracts among the Vendor and Johnson Controls relating to the Purchased Assets (the "Johnson Controls Contracts"); and
- (v) the Vendor shall have received and delivered to Purchaser, to the satisfaction of the Purchaser, acting in its Discretion, the Reliance Letter.

The foregoing conditions precedent are inserted herein for the sole benefit of the Purchaser acting in its Discretion (except as otherwise provided in this Offer), and if any of the foregoing conditions are not satisfied or waived by the Purchaser:

- (A) in the case of Clause 6(a)(i) to (iv) in writing before 5:00 p.m. (Edmonton time) on the Condition Removal Date, then in any such case, effective as of the Condition Removal Date, the Purchaser will be entitled to the return of the Initial Deposit plus all accrued interest without deduction (and the parties hereby irrevocably direct the Purchaser's Solicitor to release the Initial Deposit and accrued interest to the Purchaser on receipt of notice from the Purchaser that any such Purchaser's Conditions have not been satisfied or waived) and this Offer will automatically terminate as at the Condition Removal Date and be of no further force and effect and the Purchaser and the Vendor shall thereafter be released from any and all further liability hereunder; and
- (B) in the case of Clause 6(b)(i) – (v), in writing before the Closing, then in any such case, effective as of the Closing, the Purchaser will, in addition to any other rights and remedies available to it under this Offer, at law or in equity, be entitled to terminate this Offer by provision of notice of such termination to the Vendor and in such event the Purchaser shall be entitled to the return of the Initial Deposit and Additional Deposit plus all accrued interest without deduction (and the parties hereby irrevocably direct the Purchaser's Solicitor to release the Initial Deposit, the Additional Deposit, and accrued interest to the Purchaser on receipt of notice from the Purchaser that the Purchaser's Conditions have not been satisfied or waived) and this Offer will automatically terminate as at the date of such notice and be of no further force and effect and the Purchaser and the Vendor shall thereafter be released from any and all further liability hereunder, provided that if any such conditions have not been satisfied as a result of the Vendor's failure or default of its obligations, representations, warranties or covenants under this Offer, then the Purchaser shall retain any rights and remedies available to it under this Offer, at law or in equity arising from such failure and default.

7. Mutual Conditions. The obligation of the parties hereto to complete the sale of the Property shall be subject to the mutual condition precedent (the "Mutual Condition") that by the Closing Date, the Approval and Vesting Order shall have been issued and entered and remain unamended and shall not have been varied or set aside or be subject to any stay.

The foregoing Mutual Condition is inserted herein for the mutual benefit of both the Vendor and the Purchaser, and if the Mutual Condition is not satisfied or waived by both parties by notice in writing to the other party before 5:00 p.m. (Edmonton time) on the Closing Date, then in any such case, effective as of the Closing Date, the Purchaser will be entitled to the return of the Initial Deposit plus all accrued interest without deduction (and the parties hereby irrevocably direct the Purchaser's Solicitor to release the Initial Deposit and accrued

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interest to the Purchaser on receipt of notice from the Purchaser or the Vendor that the Mutual Condition has not been satisfied or waived), the Vendor shall pay \$50,000 to the Purchaser on the second Business Day after the Closing Date in compensation of costs incurred by the Purchaser in connection with this Agreement (which obligation shall survive termination of this Offer) and this Offer will automatically terminate as at the Closing Date and be of no further force and effect and the Purchaser and the Vendor shall thereafter be released from any and all further liability hereunder. The Vendor agrees that it shall use its commercial reasonable efforts to satisfy the foregoing Mutual Condition by the Closing Date.

8. Closing and Possession. This transaction of purchase and sale shall be completed on December 15, 2009, or on such earlier or later date as the parties may agree upon in writing (the "Closing Date" or "Closing") which shall be the date on which vacant possession of the Purchased Assets is to be given to the Purchaser, free and clear of Encumbrances other than the Title Reservations provided that at any time on or before the Closing Date (as it may be extended pursuant to this Section 8), the Vendor shall have the right to extend the Closing Date, by delivery of notice of such extended Closing Date to the Purchaser, if a certificate of title showing the Purchaser as the owner of the Property has not been obtained by such date, except that the Vendor shall not have any right to extend the Closing Date beyond January 19, 2010.

9. Access. The Purchaser's auditors, agents, consultants, or other representatives that the Purchaser deems necessary, acting reasonably, shall be entitled, from and after the date of execution by the Vendor of this Offer with prior notice and at times mutually convenient to the parties, each acting reasonably, to enter into the Property and improvements and carry out such tests and inspections as the Purchaser deems necessary, to perform its due diligence including, without limitation, the taking of soil and groundwater samples from the Property and drilling the Property as may be required in connection therewith, provided the Purchaser shall repair any damage caused by such tests and inspections, and provided the Purchaser shall indemnify the Vendor from any actions, causes of actions, suits, claims, damages, obligations, demands, costs and expenses (including, without limitation, reasonable legal fees on a solicitor/client basis) (collectively, "Claims"), arising from any such damage and shall provide proof of insurance normal in such circumstances. The Vendor shall forthwith on request, deliver to the Purchaser any letters of authorization, consents or demands as may be required by any governmental authority to permit the Purchaser to conduct its due diligence herein.

10. Confidentiality. Except as may be required in connection with the CCAA Proceedings, including in order to obtain the Approval and Vesting Order, the parties covenant and agree with each other that neither party hereto shall disclose the contents of this Offer, or the results of the tests and inspections conducted pursuant to Clause 9 hereof, to any person other than each party's respective professional advisors, lenders, employees, and in the case of the Purchaser, its affiliates, or any of the persons noted in Clause 9, and to the applicable municipality and any other governmental authorities having jurisdiction over the parties or the Purchased Assets to the extent required in connection with the Purchaser's investigations, tests, inspections and due diligence or as required by applicable laws.

11. Publicity. Except as otherwise required by applicable law, or as may be required in connection with the CCAA Proceedings, including in order to obtain the Approval and Vesting Order, and except as otherwise permitted by this Offer, any public announcement relating to this transaction and the method of its release must be approved in advance by the Purchaser and the Vendor, each acting reasonably. By executing this Offer, the parties expressly acknowledge and agree that no disclosure of this proposal or of details of the transaction contemplated

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hereby shall be made to any third party without the prior written consent of each of the Purchaser and the Vendor, each acting reasonably.

12. Adjustments. The Purchase Price shall be subject to adjustment for items normally adjusted in transactions of this nature in Edmonton, Alberta, including for property taxes, school taxes, levies and assessments charged, assessed or otherwise imposed on the Purchased Assets, local improvements, municipal utility charges, rents and security deposits, (collectively the "Adjustments"), with the intent that the Vendor shall be responsible for and pay all expenses and liabilities and receive all rents arising from the Purchased Assets on the Closing Date itself. Subject to receipt of a credit against the Purchase Price for the Vendor's share thereof, the Purchaser shall assume such obligations following the Closing Date. Such Adjustments shall be added or deducted from the Purchase Price, as necessary. The Purchaser shall be responsible for all registration costs in connection with registration of the transfer of title to the Purchased Assets.

13. Risk. The Purchased Assets shall be and remain at the risk of the Vendor until Closing.

14. Damage. In the event of damage, howsoever occasioned, to the Purchased Assets that effectively, in the opinion of the Purchaser, acting in its Discretion, render the Purchased Assets substantially less fit for use or occupancy than was the case at the time of the making of this Offer, the Purchaser may at its sole option elect to have paid to it the proceeds of the insurance and to complete the purchase and sale herein contemplated (in which event the Vendor shall forthwith thereafter take all steps necessary to assign any such insurance proceeds to the Purchaser excepting for such insurance proceeds which are attributable to any Excluded Improvements), or may cancel the Offer and thereupon have all monies paid by the Purchaser to the time of the exercise of such option (including the Initial Deposit and Additional Deposit) returned together with all interest earned thereon.

15. Conduct to Closing. Pending completion of the purchase and sale herein contemplated, the Vendor will from and after the date of its acceptance of this Offer: (a) not encumber the Purchased Assets; (b) not negotiate or enter into with any agreement related to the Purchased Assets, including, without limitation, a new lease, offer to lease, or option to lease or purchase with respect to the Purchased Assets, except with the express written consent of the Purchaser, acting in its Discretion; (c) will maintain the Purchased Assets in its present state except for normal wear and tear and the right to complete the work contemplated in Section 6(a)(iv); (d) will hold all insurance policies in good standing and the proceeds thereof in trust for the parties as their interests may appear; and (e) other than dealing with and obtaining a disclaimer, termination or resiliation pursuant to the CCAA Proceeding of all service contracts among the Vendor and Johnson Controls relating to the Purchased Assets, will maintain in good standing all service and maintenance contracts and other contracts of a similar nature relating to the Purchased Assets.

16. Vendor's Closing Deliveries. Within a reasonable time prior to the Closing Date to permit registration of the Approval and Vesting Order at the Alberta land titles office, the Vendor's solicitor shall deliver or cause to be delivered to the Purchaser's Solicitor, on reasonable trust conditions as is customary for the sale of commercial real property in the City of Edmonton and consistent with the terms of this Offer, including the following:

- (a) the Approval and Vesting Order;
- (b) the Monitor's Certificate;

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- (c) a statement of adjustments setting out the Adjustments effective the Closing Date as provided for under Clause 12 above;
- (d) a Lease termination and release agreement as provided for under Clause 5(a)(ii) hereof;
- (e) written evidence that the Johnson Controls Contracts have been disclaimed, terminated or resiliated;
- (f) if available, the Reliance Letter;
- (g) a certificate of an officer of the Vendor confirming that the representations and warranties contained in this Offer including, without limitation, Clause 4 are true and correct in all material respects as at the Closing Date with the same force and effect as if each of such representations and warranties was made at and as of the Closing Date; and
- (h) a certificate of an officer of the Vendor certifying that it is not a non resident within the meaning of Section 116 of the Income Tax Act (Canada); and
- (i) an acknowledgement in favour of the Purchaser dated as of the Closing Date confirming that the Mutual Condition has been fulfilled, performed or waived as of the Closing Date.

17. **Purchaser's Closing Deliveries.** On or before the Closing Date, subject to the condition's precedent set forth in Clauses 6 and 7 (including the Purchaser's Conditions and the Mutual Condition) having been satisfied or waived, and subject to the Vendor complying with its representations, warranties and covenants contained herein in all material respects including, without limitation, Clause 16, the Purchaser shall deliver or cause to be delivered to the Vendor the following:

- (a) a certified cheque or wire transfer for the balance of the Purchase Price, together with a certified cheque for the Initial Deposit and Additional Deposit subject to the Adjustments provided for in Clause 12 above;
- (b) a declaration regarding registration of the Purchaser for the purposes of goods and services tax ("GST") pursuant to Clause 19 hereof;
- (c) a Lease termination and release agreement executed by Jim Pattison Industries Ltd. as provided for under Clause 5(a)(ii) hereof; and
- (d) an acknowledgement in favour of the Vendor and the Monitor dated as of the Closing Date confirming that each of the Purchaser's Conditions and the Mutual Condition has been fulfilled, performed or waived as of the Closing Date.

18. **Application of Deposits.** If this Offer is accepted by the Vendor, then, following such acceptance, the Initial Deposit, together with the Additional Deposit, if any, paid by the Purchaser in accordance with the terms of this Offer, shall be held by the Purchaser's Solicitors in trust to be paid over to the Vendor as part of the Purchase Price upon Closing, provided that the interest earned thereon shall accrue in favour of the Purchaser.

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If the Vendor fails to carry out its obligations under this Offer following acceptance, unless such failure is due to the fault of the Purchaser, the Purchaser may require that the Initial Deposit, any Additional Deposit and any interest earned thereon, if paid, be returned to it and pursue such other remedies as the Purchaser may have under this Offer, in equity or at law.

If the Purchaser fails to carry out its obligations under this Offer following its acceptance, the Vendor may require the Initial Deposit, any Additional Deposit and any interest earned thereon, if paid, be paid to the Vendor as liquidated damages and not as a penalty and the Vendor shall have no further Claim against the Purchaser whatsoever or howsoever arising under this Offer, in equity or in law.

The parties hereby irrevocably authorize and direct the Purchaser's Solicitor to make such payments in the manner and at the times hereinbefore directed. The parties agree that the Purchaser's Solicitor shall be a mere stakeholder with respect to the deposits held by it (including the Initial Deposit and Additional Deposit), together with all interest accrued thereon, and if a dispute arises between the Vendor and the Purchaser regarding the manner in which such deposits and/or the interest accrued thereon are to be disbursed, the Purchaser's Solicitor shall be entitled to bring an application to court to pay such deposits and/or the interest accrued thereon into court and following such payment into court, the Purchaser's Solicitor shall be fully, finally and absolutely relieved of and released from, all liability with respect thereto.

19. Goods and Services Tax. With respect to any GST payable pursuant to the *Excise Tax Act* (Canada) (the "Act") as a result of this transaction, the parties agree as follows:

- (a) subject to subsection (b) below, the Purchaser shall pay to the Vendor on the Closing Date all GST payable as a result of this transaction in accordance with the Act, and the Vendor shall remit such GST to the Receiver General for Canada when and to the extent required by the Act;
- (b) notwithstanding subsection (a), the Vendor shall not collect GST from the Purchaser in this transaction if the Purchaser is registered under the Act and provides a statutory declaration and indemnity confirming its registration and registration number, in which case the Purchaser shall file returns and remit GST when and to the extent required by the Act;
- (c) the Purchaser hereby agrees to indemnify and hold the Vendor harmless from any liability of the Purchaser under the Act arising because of a breach of the obligations of the Purchaser set out in this Clause together with all losses, costs and expenses resulting from such breach; and
- (d) the provisions of this Clause shall survive the Closing of this transaction.

20. Assignment/Nomination. The Purchaser, with the express prior consent in writing of the Vendor such consent not to be unreasonably withheld, conditioned or delayed, shall have the right to assign the agreement resulting from the acceptance of this Offer or nominate in writing any person, firm or corporation, including, without limitation, a corporation, to be hereinafter incorporated, as long as the assignee or nominee is a related party to the Purchaser, to take title to the Purchased Assets in its place and stead; and in such event the assignee or nominee and the Purchaser shall be jointly and severally responsible for the performance of the agreement and/or covenants of the Purchaser.

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21. **Inspection.** The Purchaser has, or will have, as at the Closing Date, inspected the Purchased Assets and agrees that, except as set out in this Offer, the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Purchased Assets or any adjacent lands or lands in close proximity to the Property or otherwise which may in any way directly or indirectly affect the Purchased Assets or regarding this Offer. Except as specifically stated otherwise in this Offer, the Purchased Assets are being conveyed to the Purchaser "AS IS, WHERE IS AND WITH ALL FAULTS" and other than as set forth in this Offer, the Vendor makes no representation or warranty as to the condition, adequacy or status of the Purchased Assets including, without limiting the generality of the foregoing, the Vendor makes no representation or warranty as to the environmental condition, adequacy or status of the Property or any obligations with respect thereto, or any of the Improvements, including, without limitation, the fixtures, equipment, buildings or improvements located on the Property except as otherwise stated herein.

22. **Gender and Enurement.** This Offer and the agreement arising upon its acceptance by the Vendor (the "agreement") is to be read with all changes of gender or number required by the context, and this agreement shall enure to and be binding upon the successors and assigns of the parties to it. The term "including" means "including, without limitation" and the term "includes" has a similar meaning.

23. **Time.** Time shall in all respects be of the essence hereof.

24. **Further Assurances.** Each of the Vendor and Purchaser shall from time to time at the request of the other, acting reasonably, execute and deliver all such documents, and do all such acts and things as the other acting reasonably may from time to time request be executed or done in order to better evidence or perfect or give effect to any provision of the agreement formed by acceptance of this Offer or any of the respective obligations intended to be created hereby.

25. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of Alberta and the laws of Canada applicable herein.

26. **Lease.** The parties hereto acknowledge that the Lease terminates on November 30, 2009. The Vendor, upon its acceptance of this Offer agrees that the Lease will be amended to extend the termination of the Lease to the earlier of the Closing Date and the date of termination of this Offer, and that the Lease, including the obligations of Jim Pattison Industries Ltd. to pay the rent to the termination date at the same rent as currently paid under the Lease, shall continue on the same terms and conditions as are in place prior to such extension until the Closing Date (and the Vendor agrees to execute an amendment to the Lease reflecting such extension), and the Purchaser shall cause Jim Pattison Industries Ltd. to execute an amending agreement to the Lease to effect such extension.

27. **Entire Agreement.** This Offer constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do either of the parties hereto rely upon or regard as material, any representations or writings whatsoever made by or on behalf of either of the parties or their respective agents not expressly incorporated herein in writing.

28. **Notices.** All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall, unless otherwise specifically provided for herein, be given in writing and be personally served or prepaid express messenger or sent by electronic facsimile transmission, addressed to such other party or delivered to such other party as follows:

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THE VENDOR: Canwest Television GP Inc. and Canwest Television Limited Partnership
121 Bloor Street East
14th Floor
Toronto, ON M4W 3M5
Attention: Richard Wilks
Phone: (416) 966 7206
Fax: (416) 934 7880

with a copy to:
Osler, Hoskin & Harcourt LLP
1 First Canadian Place
63rd Floor
P.O. Box 50
Toronto, ON M5X 1B8
Attention: Rod Davidge
Phone: (416) 862 4934
Fax: (416) 862 6666

THE PURCHASER: Jim Pattison Developments Ltd.
Suite 1800, 1067 West Cordova Street
Vancouver, BC V6C 1C7
Attention: Michael Lee
Fax: 604.694.6912

with a copy to:

Bennett Jones LLP
1000, 10035 - 105 Street
Edmonton, AB T5J 3T2
Attention: Mark P. Kortbeek
Fax: 780.421.7951

Any notice, requests, demands or other communication given by messenger as aforesaid, shall be deemed to have been received on the next business day following the sending thereof. Any notice, requests, demands or other communication given by electronic facsimile transmission shall be deemed to have been received on the same day as the sending thereof. Either party may change its address for service by notice in writing to the other given as aforesaid.

29. Headings. The insertion of headings in this Offer are for convenience of reference only and shall not be considered in or affect its interpretation or construction.

30. Caveat. The Purchaser shall not be entitled to register a caveat in connection with this Offer against title to the Purchased Assets.

81. Counterpart. This Offer may be executed in one or more counterparts, and may be delivered by fax or Portable Document Format by a party to the other party or its solicitors, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by either such counterpart.

82. Acceptance. The Vendor shall have until 1:00 P.M. (Edmonton time) on the 27th day of November, 2009, to accept this Offer, after which the Offer will be null and void and any deposit made by the Purchaser hereunder returned to the Purchaser.

DATED at Vancouver, British Columbia, this 26th day of November, 2009.

JIM PATTISON DEVELOPMENTS LTD.

Per: [Signature]

Per: _____

ACCEPTANCE

The undersigned hereby accepts the above and agrees to and with the Purchaser to duly complete the sale on the terms and conditions above mentioned and to observe and perform the covenants and undertakings therein set out.

DATED this 27 day of November, 2009.

CANWEST TELEVISION GP. INC.

Per: [Signature]

Per: _____

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

Per: [Signature]

Per: _____

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Nov-26-2009 04:56 PM Sheraton Crescent Hotel 602-371-2857

Received 11/26/2009 05:08PM * Pg 15/16
BENNETT JONES LLP Fax: 780.421.7951

Nov 26 2009 06:07pm P015/016

15/16

SCHEDULE "A"**I. Excluded Improvements**

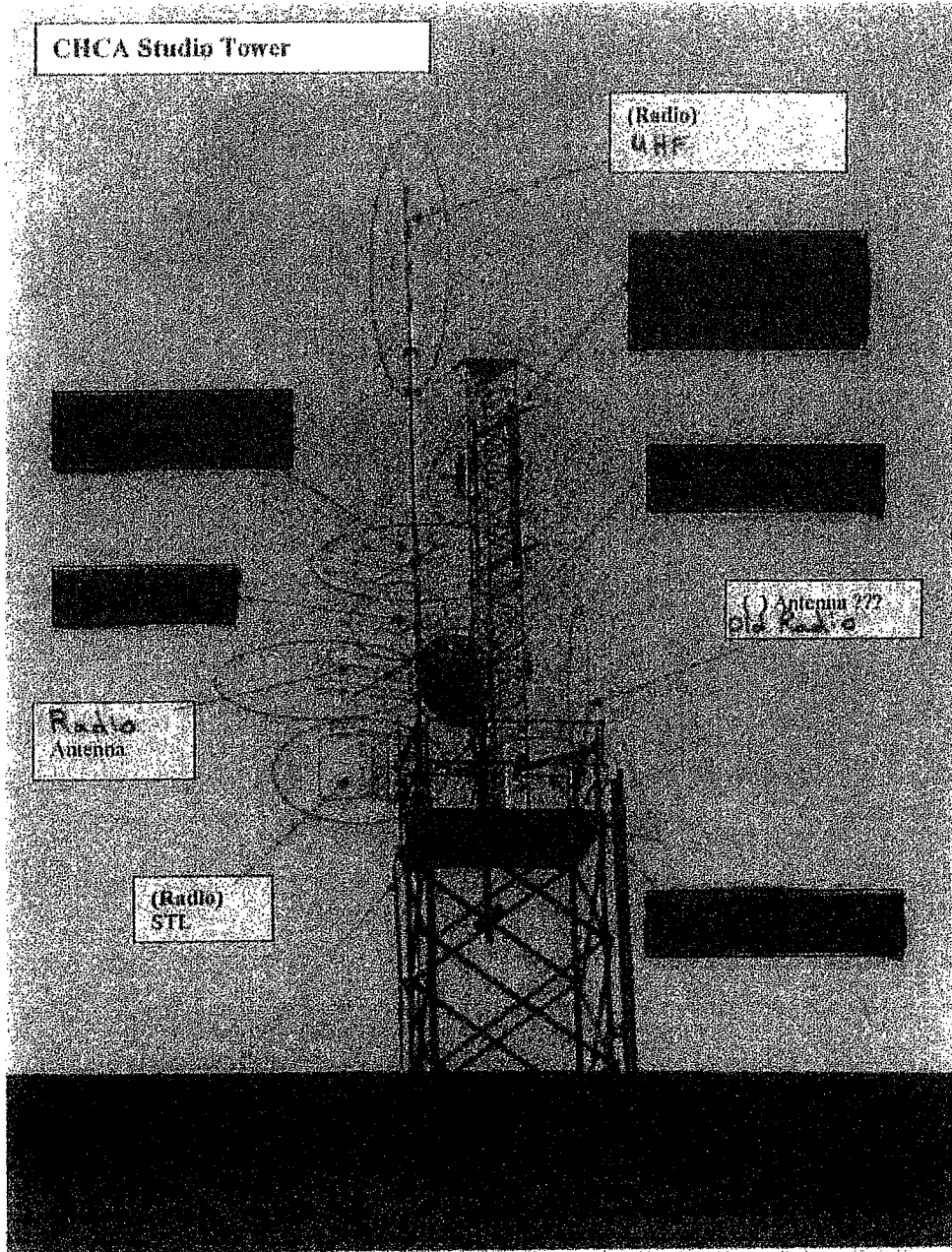
The parties hereto acknowledge and agree that the following items are excluded from the Purchased Assets, and shall be retained by the Vendor, and shall be removed by the Vendor, at its sole cost and expense, prior to the Condition Removal Date:

- 1) Portions of the rooftop transmission tower structure identified in pink in the attached Schedule "B", including:
 - (a) Microwave Point-Point Used for Remote;
 - (b) CHCA / CITV-1 STL;
 - (c) Weather Central receive devices;
 - (d) Two (2) TV Antennas ; and
- 2) All satellite dishes and associated concrete pads, and anchors located upon and within the Property and Improvements, specifically including the Four (4) satellite dishes on the roof of the building located on the Property (highlighted in pink in the attached Schedule "C"), but excluding the Radio Dish located on the roof of the building located on the Property (highlighted in yellow in the attached Schedule "C" (the "Radio Dish")), which Radio Dish will form a part of the Purchased Assets.

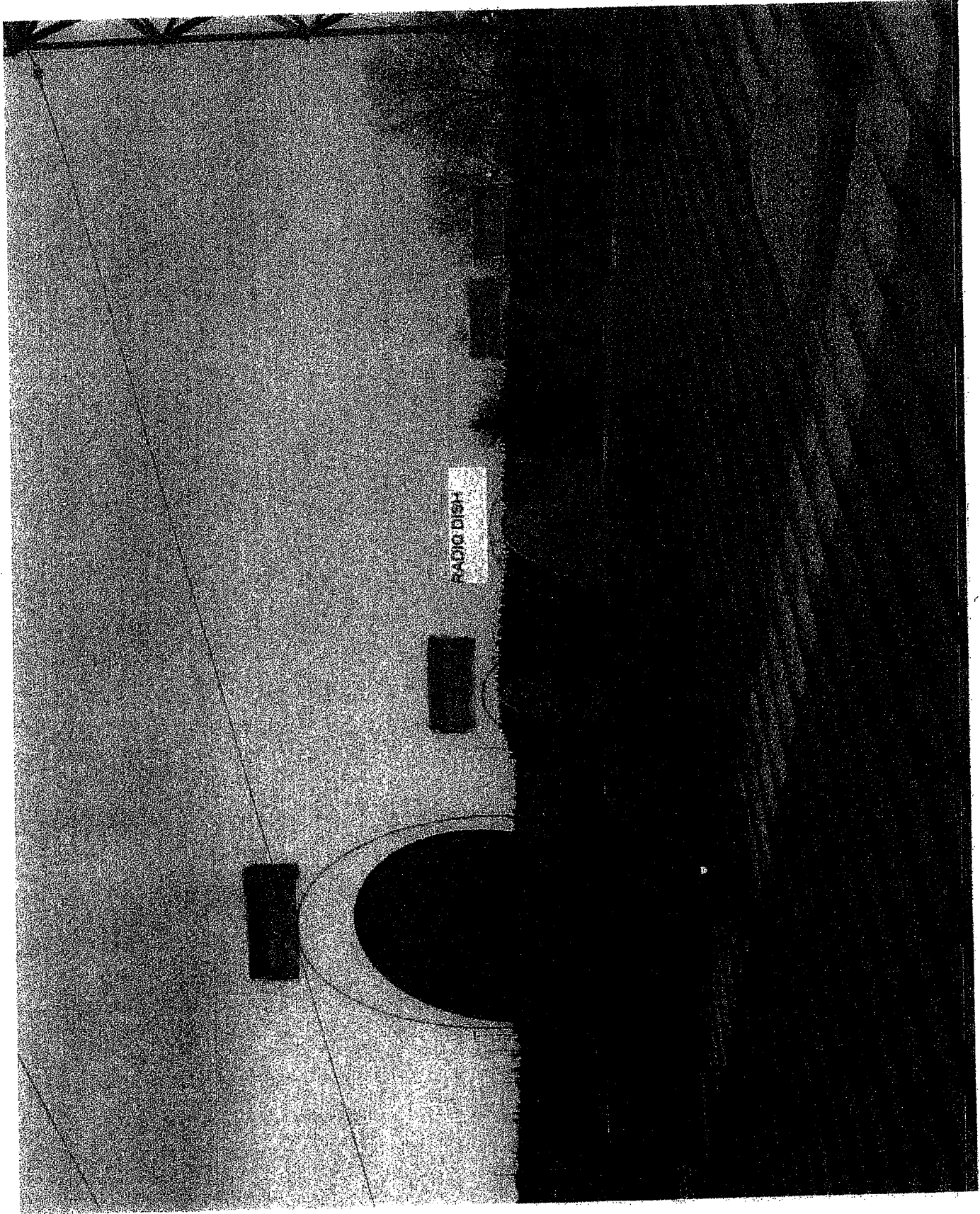
II. Machinery, Equipment and Chattels

- 1) The Purchased Assets shall include the following:
 - (a) the items highlighted in yellow (or not otherwise highlighted in pink) in the attached Schedules "B" and "C", including the Radio UHF antennae, radio antenna, old radio antenna, and radio STL (each of which is highlighted in yellow in Schedule "B") and the Radio Dish highlighted in yellow in Schedule "C", shall remain and will comprise part of the Purchased Assets;
 - (b) the building security system including, without limitation, security concerns, doors, monitoring controls and associated video recording hardware and associated appurtenances therefo.

SCHEDULE "B"



SCHEDULE "C"



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

APPLICANTS

Ontario

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF JOHN E. MAGUIRE
(Sworn November 27, 2009)

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

Lyndon A.J. Barnes (LSUC#: 13350D)
Tel: (416) 862-6679

Jeremy E. Dacks (LSUC#: 41851R)
Tel: (416) 862-4923

Shawn T. Irving (LSUC#: 50035U)
Tel: (416) 862-4733
Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

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

APPLICANTS

Ontario

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MOTION RECORD OF THE APPLICANTS
(Red Deer Property Sale – Returnable December 8, 2009)

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Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

Lyndon A.J. Barnes (LSUC#: 13350D)
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Lawyers for the Applicants

F. 1114233