

TAB D

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE

SWORN BEFORE ME

ON THIS 5TH DAY OF OCTOBER, 2009

A handwritten signature in black ink, appearing to read "S. Irving", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS
Shawn Irving

8% Note Guarantors

Canada

1. MBS Productions Inc.
2. Canwest Finance Inc./Financière Canwest Inc.
3. Western Communications Inc.
4. Yellow Card Productions Inc.
5. National Post Holdings Ltd.
6. Fox Sports World Canada Holdco Inc.
7. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
8. Canwest Television GP Inc.
9. Global Centre Inc.
10. Multisound Publishers Ltd.
11. 4501063 Canada Inc.
12. 4501071 Canada Inc.
13. The National Post Company/La Publication National Post
14. Fox Sports World Canada Partnership
15. Canwest Television Limited Partnership

Barbados

16. CanWest International Communications Inc.
17. CanWest International Management Inc.
18. CanWest Irish Holdings (Barbados) Inc.

Ireland

19. CanWest International Distribution Limited
20. CanWest Ireland Nominee Limited
21. CanWest MediaWorks Ireland Holdings

Netherlands

22. CanWest Mediaworks Turkish Holdings (Netherlands) B.V.
23. CGS Debenture Holding (Netherlands) B.V.
24. CGS International Holdings (Netherlands) B.V.
25. CGS NZ Radio Shareholding (Netherlands) B.V.
26. CGS Shareholding (Netherlands) B.V.

United States

27. CanWest MediaWorks (US) Holdings Corp.

TAB E

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE

SWORN BEFORE ME

ON THIS 5TH DAY OF OCTOBER, 2009

A handwritten signature in black ink, appearing to read "S. Irving", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

Shawn Irving

September 23, 2009

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

Attention: General Counsel

Dear Sirs:

Re: Canwest Media Inc. (the "Issuer")

Reference is made to an extension agreement dated as of April 14, 2009 (the "**Original Extension Agreement**") between the Issuer, the guarantors party to the Indenture (as hereinafter defined) as of the date hereof and listed on the signature pages hereto (the "**Guarantors**"), and the holders, or parties with discretionary authority to manage the funds of the holders, of certain of the 8% senior subordinated notes due 2012 (collectively, the "**Notes**") issued pursuant to the indenture dated as of November 18, 2004 (as amended, modified, restated or supplemented from time to time, the "**Indenture**") that are listed on the signature pages hereto (such holders, or parties with discretionary authority to manage the funds of the holders, being collectively, the "**Noteholders**"). All capitalized terms used herein but not defined shall have the meanings ascribed thereto in the Original Extension Agreement.

The Original Extension Agreement was amended by an extension letter dated April 22, 2009 (the "**Extension Agreement No. 2**"), an extension letter dated May 5, 2009 (the "**Extension Agreement No. 3**"), an extension letter dated May 19, 2009 (the "**Extension Agreement No. 4**"), an extension letter dated June 15, 2009 (the "**Extension Agreement No. 5**"), an extension letter dated June 30, 2009 (the "**Extension Agreement No. 6**"), an extension letter dated July 17, 2009 (the "**Extension Agreement No. 7**"), an extension letter dated July 31, 2009 (the "**Extension Agreement No. 8**"), an extension letter dated August 14, 2009 (the "**Extension Agreement No. 9**"), an extension letter dated August 28, 2009 (the "**Extension Agreement No. 10**") and an extension letter dated September 11, 2009 (the "**Extension Agreement No. 11**"); the Original Extension Agreement, as amended by Extension Agreement No. 2, Extension Agreement No. 3, Extension Agreement No. 4, Extension Agreement No. 5, Extension Agreement No. 6, Extension Agreement No. 7, Extension Agreement No. 8, Extension Agreement No. 9, Extension Agreement No. 10 and Extension Agreement No. 11 are collectively the "**Extension Agreement**"). Pursuant to Extension Agreement No. 11, the Noteholders agreed not to demand payment of their Notes for a period ending on September 25, 2009, notwithstanding the Issuer's Interest Payment Default.

Certain members of the Noteholders' Committee, as purchasers (collectively, the "**Purchasers**"), together with, among others, the Issuer and Canwest Television Limited Partnership, as issuers (collectively, the "**Note Issuers**"), entered into a note purchase agreement on May 20, 2009, as amended by an amendment agreement no. 1 made as of June 15, 2009, an amendment agreement no. 2 made as of June 30, 2009, an amendment agreement no. 3 made as of July 17, 2009, an amendment agreement no. 4 made as of July 31, 2009, an amendment no. 5 made as of August

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14, 2009, an amendment agreement no. 6 made as of August 28, 2009, as further amended by an amendment agreement no. 7 made as of September 11, 2009 (collectively, the "**Note Purchase Agreement**"). Pursuant to the terms of the Note Purchase Agreement, the Note Issuers issued an aggregate \$105,000,000 of notes to the Purchasers for net proceeds of \$100,000,000. The notes bear interest at 12% per annum, payable monthly, and have a maturity date of November 22, 2009.

The Issuer and the Noteholders wish to amend and restate Extension Agreement No. 11 in accordance with the provisions hereof.

The Issuer has requested that the Noteholders further extend the period which they would not demand payment of their Notes, and the Noteholders have agreed not to exercise their rights and remedies available under the Indenture, notwithstanding the occurrence of the Interest Payment Default which is continuing, until the date and upon the terms and conditions set forth herein (it being understood by the Parties hereto that the terms of the Extension Agreement shall continue to be in full force and effect except as modified by the terms of this letter agreement).

1. The Original Extension Agreement is hereby amended as follows:
 - (a) The definition of "Extension Effective Date" in the Extension Agreement is hereby deleted in its entirety and replaced with the following:

“**Extension Effective Date**” means the date upon which executed copies of counterparts of this letter agreement have been delivered to Goodmans by the Issuer, the Guarantors and the Noteholders.”
 - (b) The date of "September 25, 2009" referred to in the definition of "Extension Period" and in Sections 3 of the Extension Agreement is hereby deleted and replaced with "the date by which a Definitive Agreement is required to be entered into pursuant to the Cash Collateral Agreement".
 - (c) The following definitions are hereby added to Section 2:

“**Cash Collateral Agreement**” means the use of cash collateral and consent agreement dated as of September 23rd, 2009 between CanWest, the Issuer, Canwest Television Limited Partnership, by its general partner, Canwest Television GP Inc., certain subsidiaries of the Issuer identified therein and certain Consenting Noteholders (as defined therein).

“**Definitive Agreement**” has the meaning ascribed to it in the Cash Collateral Agreement.”
2. The Issuer shall pay (i) by the end of the business day on September 30, 2009 all invoiced fees and expenses of Houlihan, Goodmans, Kirkland and Ellis LLP, Mason Hayes+Curran Solicitors and Atanaskovic Hartnell that remain outstanding.
3. The Issuer and each Guarantor hereby represents and warrants, severally and not jointly, that the representations and warranties set forth in Section 5 of the Original Extension Agreement continue to be true and correct in all respects as of the date hereof, *provided*,

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that (i) the representation in Section 5(a)(ii)(2) stating that there is no default under the agreements relating to Indebtedness under the senior secured credit facilities or the senior subordinated unsecured credit facility of Canwest Limited Partnership, and (ii) the representation in Section 5(a)(ii)(4) stating that there is no default under the 9.25% senior subordinated unsecured notes, and indenture related thereto, of Canwest Limited Partnership, in each case shall be qualified by the following:

- (a) the failure by Canwest Limited Partnership to make payment of principal and interest of approximately Cdn. \$10 million when due on May 29, 2009 resulted in an "Event of Default" under Section 8.1(a) and Section 8.1(b) the Senior Secured Credit Agreement dated as of July 10, 2007 among Canwest Limited Partnership, as borrower, the guarantors party thereto and the lenders party thereto (the "**LP Senior Credit Agreement**");
- (b) the failure by Canwest Limited Partnership to maintain the financial covenants under Section 7.1 of the LP Senior Credit Agreement as of May 31, 2009 resulted in an "Event of Default" under Section 8.1(c) of the LP Senior Credit Agreement;
- (c) the events in (a) and (b) above and related thereto resulted in "Early Termination Events" under swap agreements (the "**LP Swap Defaults**") entered into by Canwest Limited Partnership with various counterparties, which in turn resulted in an Event of Default under Section 8.1(h) of the LP Senior Credit Agreement;
- (d) the events in (a), (b) and (c) above and the LP Swap Defaults resulted in an "Event of Default" under Section 8.1(d) of the Senior Subordinated Credit Agreement (the "**Term Loan C Credit Agreement**") dated as of July 10, 2007 among Canwest Limited Partnership, as borrower, the guarantors party thereto and the lenders party thereto;
- (e) the events in (a) and the LP Swap Defaults resulted in an Event of Default under Section 6.01(4) of the Canwest Limited Partnership note indenture dated as of July 13, 2007 among Canwest Limited Partnership, as issuer, the guarantors named therein, The Bank of New York, as U.S. Trustee and BNY Trust Company of Canada, as Canadian Trustee (the "**LP Note Indenture**");
- (f) the implementation of a shareholder declaration by 4501071 Canada Inc. in respect of Canwest (Canada) Inc. on May 28, 2009 resulted in an "Event of Default" under Section 8.1(d) of the LP Senior Credit Agreement;
- (g) the failure by the Limited Partnership to make the interest payment which was due and payable on June 21, 2009 under the Term Loan C Credit Agreement resulted in an Event of Default under Section 8.1(b); and
- (h) the failure by the Limited Partnership to make the interest payment which was due and payable on August 1, 2009 under the LP Note Indenture resulted in a Default under the LP Note Indenture and will result in an Event of Default on September 1, 2009.

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4. The Issuer and the Guarantors hereby ratify and reaffirm all of their payment and performance obligations and obligations to indemnify, contingent or otherwise, under the Indenture and the Guarantees.
5. Notwithstanding any other provision of this letter agreement or the Extension Agreement pursuant to which the Noteholders have agreed to forbear from exercising rights and remedies relating to the Notes (including, without limitation, pursuant to the Guarantees), the Issuer, the Guarantors and the Noteholders acknowledge and confirm that the Noteholders shall execute and deliver to the Trustee a direction and indemnity dated September 30, 2009 in the form set out in Schedule "A" hereto (the "**Direction and Indemnity**"), pursuant to which, among other things, the Noteholders shall direct the Trustee (i) to accelerate the Notes upon completion of the Sale (as defined therein), (ii) to forbear from exercising any of the Trustee's rights and remedies against any of the Guarantors available under the Indenture (including any actions contemplated by Section 11.02 of the Indenture), and (iii) to make the payments to the Noteholders pursuant to the terms thereof and to take all other actions contemplated thereby. For greater certainty, nothing in this letter agreement or the Extension Agreement shall be construed as limiting the right of the Noteholders to execute and deliver such Direction and Indemnity, nor limit the effectiveness thereof.
6. Except as expressly modified by the terms of this letter agreement, the terms of the Extension Agreement shall continue to apply in full force and effect, unamended. This letter agreement may not be modified or amended except by a written instrument signed by the Issuer, the Guarantors and each of the members of the Noteholders' Committee at the time of the execution of such written instrument.
7. This letter agreement may be signed in counterparts, each of which, when taken together, shall be deemed an original. Execution of this letter agreement is effective if a signature is delivered by facsimile transmission or electronic (e.g., pdf) transmission.
8. This letter agreement shall be binding upon and enure to the benefit of the Parties hereto and each of their respective successors and assigns.
9. If any term or other provision of this letter agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this letter agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this letter agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this letter agreement remain as originally contemplated to the fullest extent possible.
10. THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO IN ANY

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ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT.

11. The Issuer and the Guarantors acknowledge and agree that any waiver or consent that the Noteholders may make on or after the date hereof has been made by the Noteholders in reliance upon, and in consideration for, the covenants, agreements, representations and warranties of the Issuer and the Guarantors hereunder.
12. This letter agreement amends and restates Extension Agreement No. 11 with effect as of the date first set forth above. The parties ratify and confirm that all prior actions made by them pursuant to Extension Agreement No. 11 are effective as if made under this letter agreement.

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