

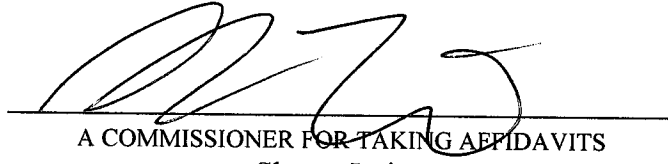
TAB G

THIS IS EXHIBIT "G" 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

EXECUTION COPY

CANWEST MEDIAWORKS INC.

as Borrower

AND

**THE PERSONS WHO ARE, AND FROM TIME TO TIME BECOME,
PARTIES TO THIS AGREEMENT AS GUARANTORS**

as Guarantors

AND

CIBC MELLON TRUST COMPANY

as Collateral Agent

**CANWEST MEDIAWORKS INC.
INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT
DATED AS OF 13 OCTOBER 2005**

**BORDEN
LADNER
GERVAIS****BORDEN LADNER GERVAIS LLP**

TABLE OF CONTENTS

Section	Description	Page
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ARTICLE 1 INTERPRETATION

1.1	Defined Terms	1
1.2	Construction	13
1.3	Certain Rules of Interpretation	14
1.4	Schedules	15
1.5	Covenants for Benefit of Secured Creditors	15

ARTICLE 2 COLLATERAL AGENT

2.1	Appointment of Collateral Agent	15
2.2	Appointment as Fondé de Pouvoir	16
2.3	Limitation of Duties	16
2.4	Employment of Agents	17
2.5	Knowledge of Events of Default	17
2.6	Restrictions on Actions by Secured Creditors	18
2.7	Acting on Instructions	19
2.8	Reliance	20
2.9	Compliance Assumptions	21
2.10	Actions by Secured Creditors	21
2.11	Resignation, Removal and Replacement of Collateral Agent	21
2.12	Resignation of Attorney	22
2.13	Transfer of Rights and Property to Successor Collateral Agent	22
2.14	Merger or Consolidation	23
2.15	Indemnification of Collateral Agent and Secured Creditors	23
2.16	Acknowledgements Regarding Collateral Agent	25
2.17	Amendments to Agreement	26
2.18	Investment of Monies	26
2.19	Collateral Agent's Remuneration and Expenses	27

ARTICLE 3 REGARDING THE SECURITY

3.1	Quebec Security	27
3.2	Further Assurances	28
3.3	Registration	29
3.4	Final Discharge	29
3.5	Partial Discharge	30
3.6	Funds Held by Collateral Agent	30
3.7	Use of Insurance	30
3.8	Sale Proceeds	32

Section	Description	Page
ARTICLE 4		
REPRESENTATIONS, WARRANTIES AND COVENANTS		
4.1	Representations and Warranties of Debtor	33
4.2	Covenants.....	33
4.3	Negative Covenants	34
4.4	Acknowledgement Regarding Powers of Attorney	34
4.5	Acknowledgement Regarding Dutch Parallel Debt.....	34
4.6	Notice to Collateral Agent of Foreign Real Property Security	34
ARTICLE 5		
RELATIVE RIGHTS AND PRIORITIES OF THE SECURED CREDITORS		
5.1	Instructions to the Collateral Agent, etc.	35
5.2	Independent Action.....	35
ARTICLE 6		
DEFAULT AND ENFORCEMENT		
6.1	Acceleration	36
6.2	Remedies.....	36
6.3	Sale	37
6.4	Application of Proceeds of Realization of Security.....	37
6.5	Duty to Inquire.....	38
6.6	Termination of Proceedings	39
6.7	Debtor Liable for Deficiency	39
6.8	Exclusion of Liability of Collateral Agent and Receiver.....	39
6.9	Notice of Sale.....	39
6.10	No Challenge	40
ARTICLE 7		
MISCELLANEOUS		
7.1	Representations and Warranties of Secured Creditors.....	40
7.2	Taxes	41
7.3	Paramountcy	43
7.4	Amendments, etc.....	43
7.5	Actions on Days Other than Business Days	43
7.6	Cooperation; Accountings	43
7.7	Termination of this Agreement.....	43
7.8	Power of Attorney.....	44
7.9	Notices	44
7.10	Counterparts and Facsimile.....	45
7.11	Invalidity, etc.	45
7.12	Governing Law	45
7.13	Jurisdiction.....	45
7.14	Judgment.....	45

Section	Description	Page
7.15	Successors and Assigns.....	46
7.16	Provisions Operative Between Secured Creditors and Collateral Agent Only.....	46
7.17	Consent to Disclosure.....	46

SCHEDULE A – FORM OF ACCELERATION NOTICE AND DIRECTION

SCHEDULE B – SECURITY DOCUMENTS

SCHEDULE C – SPECIFIC PERMITTED ENCUMBRANCES

SCHEDULE D – FORM OF CREDIT CONFIRMATION

SCHEDULE E – LOCATION OF COLLATERAL, OPERATIONS AND RECORDS

SCHEDULE F – FORM OF SUPPLEMENT TO INTERCREDITOR AND COLLATERAL
AGENCY AGREEMENT

SCHEDULE G – LIST OF FOREIGN JURISDICTION COUNSEL OPINIONS

SCHEDULE H – INACTIVE SUBSIDIARIES

INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT

THIS INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT made as of 13 October 2005 between **CANWEST MEDIAWORKS INC.**, a corporation amalgamated under the laws of the Province of Manitoba, as borrower (the "**Borrower**"), the Persons who are, and from time to time become, parties to this Agreement as guarantors (the "**Guarantors**"), **CIBC MELLON TRUST COMPANY**, a trust company existing under the laws of Canada, as agent for the Secured Creditors (the "**Collateral Agent**"), and the Persons who are, and from time to time become, parties to this Agreement as Secured Creditors.

RECITALS:

- A. The Debtors owe, and in the future may owe, Obligations to the Secured Creditors under or pursuant to one or more Financing Agreements.
- B. The parties are entering into this Agreement to set forth the terms upon which the security will from time to time be provided under or in connection with this Agreement and be held by the Collateral Agent for the benefit of the Secured Creditors as security for the Obligations, and the relative rights of the Secured Creditors in relation to such security.
- C. The Collateral Agent has consented to act as agent for the Secured Creditors on the terms and conditions set out herein.

FOR VALUE RECEIVED, and intending to be legally bound by this Agreement, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

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

- 1.1.1 "**Acceleration Notice and Direction**" means a notice and direction by a Secured Creditor (or a Representative of Secured Creditors) to the Collateral Agent substantially in the form attached as Schedule A, notifying the Collateral Agent of (a) the occurrence and continuance of an Event of Default, (b) as applicable, the acceleration of Obligations owing to it which remain unpaid or that Obligations are owing to it under a Hedging Agreement resulting from the termination of such Hedging Agreement, and (c) directing the Collateral Agent to exercise all or certain of the rights and remedies granted under all or certain of the Security Documents, subject to any limitations specified in such notice and direction.
- 1.1.2 "**Active Subsidiaries**" means all Subsidiaries of the Borrower from time to time (including the Excluded Global Group Entities) other than the Guarantors and excluding the Inactive Subsidiaries, and "**Active Subsidiary**" means any of them.

1.1.3 "Affiliate" means, with respect to a Person, an affiliate of such Person as defined in the *Business Corporations Act* (Ontario) (determined as if each such Person was a body corporate), and any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with, that first mentioned Person, and "Affiliated" shall have a corresponding meaning and, in relation to the Collateral Agent for the purposes of this Agreement only, includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company and Mellon Bank, N.A. and each of their affiliates within the meaning of the *Business Corporations Act* (Ontario).

1.1.4 "Agreement" means this agreement as amended, supplemented or restated from time to time including by the delivery of Credit Confirmations from time to time and by adoption agreements by Persons required to become Guarantors hereunder from time to time.

1.1.5 "Applicable Law" means any domestic or foreign:

- (a) statute, law (including common and civil law), code, ordinance, regulation or by law (zoning or otherwise);
- (b) judgment, order, writ, injunction, decision, ruling, decree or award;
- (c) restriction, rule, regulatory policy, practice, directive or guideline having the force of law; and
- (d) Permit;

in each case of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the Property of such Person.

1.1.6 "Attorney" means CIBC Mellon Trust Company, as *fondé de pouvoir* of the Bondholders pursuant to Article 2692 of the *Civil Code of Quebec*.

1.1.7 "Authorized Investments" means short term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada or a province of Canada or a Canadian chartered bank (which may include an Affiliate of the Attorney), provided that such obligation is rated at least R1 (middle) by DBRS or an equivalent rating by another nationally-recognized rating service.

1.1.8 "Bondholders" and "Bondholders' Instrument" have the meanings defined in the relevant Deed of Hypothec.

1.1.9 "Bonds" means any bonds, mortgage bonds, debentures or other titles of indebtedness issued by a Hypothecary Debtor and secured under any Deed of Hypothec for the purposes of Article 2692 of the *Civil Code of Quebec* and includes the Initial Bonds and "Bond" means any one of them.

- 1.1.10 "Borrower" has the meaning ascribed to such term in the preamble to this Agreement.
- 1.1.11 "Business Day" means any day of the year, other than a Saturday, Sunday or other day on which banks are required or authorized to close in Toronto, Ontario.
- 1.1.12 "Capital Lease" means any lease that is not an Operating Lease.
- 1.1.13 "Capital Stock" means, with respect to any Person from time to time, any and all shares, units, trust units, partnership, membership or other interests, participations or other equivalent rights in the Person's equity or capital from time to time, however designated and whether voting or non voting.
- 1.1.14 "Cash Management Agreement" means any arrangement or transaction (a) between a Debtor and a Representative (or its Affiliate) which is specified in a Credit Confirmation, or (b) between a Debtor and a Representative which is a Secured Creditor (or an Affiliate of a Secured Creditor) under another Financing Agreement which is specified in a Credit Confirmation (whether or not the arrangement or transaction is specified in a Credit Confirmation), in each case, which is a cash consolidation, cash management or electronic fund transfer arrangement or transaction; and for greater certainty, all such arrangements and transactions entered into or made between a Debtor and a Person referred to in clause (b) shall not cease to be a Cash Management Agreement if such Person ceases to be a Representative (or an Affiliate of such Representative or an Affiliate of a Secured Creditor) under another Financing Agreement which is specified in a Credit Confirmation.
- 1.1.15 "Cash Management Obligations" means those Obligations which arise under or in connection with any Cash Management Agreement.
- 1.1.16 "Cash Management Secured Creditor" means a Senior Secured Creditor which is a creditor under a Cash Management Agreement, in its capacity as such (and not, for greater certainty, in its capacity as a lender or creditor under a Financing Agreement which is not a Cash Management Agreement).
- 1.1.17 "Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any Applicable Law by any Governmental Authority.
- 1.1.18 "Collateral" means any Property of any Person that is subject to an Encumbrance constituted by a Security Document.
- 1.1.19 "Collateral Agent" has the meaning ascribed to such term in the preamble to this Agreement and any successor thereto pursuant to Section 2.11.
- 1.1.20 "Contract" means any agreement, contract, indenture, lease, deed of trust, licence, option, undertaking, promise or any other commitment or obligation in writing, other than a Permit.

- 1.1.21 "Control" means the right, directly or indirectly, to direct or cause the direction of the management of the affairs of a Person, whether by ownership of Capital Stock, by Contract or otherwise, and "Controls" and "Controlled" each has a corresponding meaning.
- 1.1.22 "Counsel" means a firm of lawyers selected and retained by the Collateral Agent with respect to advising the Collateral Agent as to determining and discharging its rights and obligations under this Agreement and the other Security Documents.
- 1.1.23 "Credit Confirmation" means a confirmation, in substantially the form of Schedule D, signed by (a) the Persons who are, at the date of delivery of such senior credit confirmation, Debtors, (b) the Collateral Agent, (c) the existing Secured Creditors (or their respective Representatives), if any, at the date of delivery of such confirmation and (d) the new Senior Secured Creditors (or their Representative) under the applicable credit or loan agreement or other Financing Agreement.
- 1.1.24 "DBRS" means Dominion Bond Rating Service Limited.
- 1.1.25 "Debtors" means the Borrower and the Guarantors and "Debtor" means any one of them.
- 1.1.26 "Deeds of Hypothec" means any agreements creating hypothecs to secure Bonds entered into by a Hypothecary Debtor and includes the deeds of hypothec and issue of mortgage bonds each dated 13 October 2005 entered into between each Initial Hypothecary Debtor and the Attorney to secure the payment of the relevant Bond and "Deed of Hypothec" means any one of them.
- 1.1.27 "Default" means an event or circumstances which would constitute an Event of Default under a Financing Agreement, except for satisfaction of any requirement for giving of notice, lapse of time, or both, or any other condition subsequent to such event howsoever defined, described or specified in any Financing Agreement, including any such event or circumstance described or specified in a Financing Agreement as a "default", "pending event of default", "potential event of default", "event of default", "termination event" or "additional termination event".
- 1.1.28 "Documents" has the meaning given to it in Section 2.8(1).
- 1.1.29 "Encumbrance" means:
- (a) with respect to any Property, any mortgage, deed of trust, lien, pledge, hypothec, hypothecation, encumbrance, charge, assignment, consignment, security interest, royalty interest, adverse claim or defect of title in, on or of the Property;
 - (b) the interest of a vendor or lessor under any conditional sale agreement, Capital Lease or title retention agreement relating to an asset;

- (c) any purchase option, call or similar right of a third party in respect of any Property;
 - (d) any netting arrangement, set off arrangement, defeasance arrangement or other similar arrangement arising by Contract (other than customary netting arrangements under Hedging Agreements and customary bankers' liens); and
 - (e) any other agreement, trust or arrangement having the effect of security for the payment or performance of any debt, liability or obligation.
- 1.1.30 "Environmental Laws" means all Applicable Laws or any parts thereof pertaining to Environmental Matters.
- 1.1.31 "Environmental Matters" means (a) condition or substance, heat, energy, sound, vibration, radiation or odour that may affect any component of the earth and its surrounding atmosphere or affect human health or any plant, animal or other living organism and (b) any waste, toxic substance, contaminant or dangerous good or the deposit, release or discharge of any thereof into any component of the earth and its surrounding atmosphere, including Hazardous Materials.
- 1.1.32 "Event of Default" means an event or circumstance which (a) entitles a Secured Creditor to cause, or has the effect of causing, any Obligation under a Financing Agreement to become due at or prior to any stated maturity or the termination of any Financing Agreement or, where any Obligation under a Financing Agreement is payable on demand, which has the effect of causing such Obligation to become immediately due and payable, or (b) results in any Encumbrance contained in any Security Document becoming enforceable either with or without the giving of any further notice; and includes, without limitation, any such event or circumstance described or specified in a Financing Agreement as an "event of default", "termination event" or "additional termination event".
- 1.1.33 "Excluded Global Group Entities" means, collectively (i) CGS International Holdings (Luxembourg) S.A. and (ii) any other Subsidiary of CanWest Global Communications Corp. incorporated under the laws of Luxembourg.
- 1.1.34 "Excluded Taxes" means, with respect to the Collateral Agent or any Secured Creditor or any other recipient of any payment to be made by or on account of any Obligations, (a) taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of such Secured Creditor, in which its applicable lending office is located, (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which such Secured Creditor is located and (c) in the case of a Foreign Lender (other than (i) an assignee pursuant to a request by the Borrower as permitted by any applicable Financing Agreement, (ii) an assignee pursuant to an assignment made when an Event of Default has occurred and is continuing or (iii) any other assignee to the extent that the Borrower has expressly

agreed that any withholding tax shall be an Indemnified Tax), any withholding tax that (A) is not imposed or assessed in respect of a loan or other extension of credit that was made on the premise that an exemption from such withholding tax would be available where the exemption is subsequently determined, or alleged by a taxing authority, not to be available and (B) is required by Applicable Law to be withheld or paid in respect of any amount payable hereunder or under any Financing Agreement to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 7.2(5), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from a Debtor with respect to such withholding tax pursuant to Section 7.2(1). For greater certainty, for purposes of item (c) above, a withholding tax includes any Tax that a Foreign Lender is required to pay pursuant to Part XIII of the *Income Tax Act* (Canada) or any successor provision thereto.

- 1.1.35 "**Financing Agreement**" means (a) each credit agreement or loan agreement under which a lender or other creditor has agreed to make loans or otherwise extend credit to the Borrower, in each case as specified in a Credit Confirmation, (b) each Hedging Agreement, whether or not it has been specified in or is the subject of a Credit Confirmation, (c) each Cash Management Agreement, whether or not it has been specified in or is the subject of a Credit Confirmation, and (d) each agreement or document (including guarantees by a Debtor of the obligations of the Borrower or another Debtor and their respective successors by amalgamation or otherwise) from time to time delivered pursuant to or in connection with any such agreement described in items (a), (b) or (c).
- 1.1.36 "**Foreign Lender**" means any Secured Creditor that is not organized under the laws of the jurisdiction in which the Borrower is resident for tax purposes and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Financing Agreement to be resident for income tax or withholding tax purposes in the jurisdiction in which the Borrower is resident for tax purposes by application of the laws of that jurisdiction. For purposes of this definition Canada and each province and territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each state thereof and the District of Columbia shall be deemed to constitute a single jurisdiction..
- 1.1.37 "**GAAP**" means generally accepted accounting principles which are in effect from time to time in Canada, as established by the Canadian Institute of Chartered Accountants or any successor institute.
- 1.1.38 "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional or municipal government or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi governmental or other entity, in so far as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to

government, including a Minister of the Crown, any central bank, Superintendent of Financial Institutions or other comparable authority or agency.

- 1.1.39 "Guarantors" has the meaning ascribed to such term in the preamble to this Agreement.
- 1.1.40 "Hazardous Materials" means any substance, product, waste, residue, pollutant, material, chemical, contaminant, dangerous good, constituent or other material which is or becomes listed, regulated, defined or addressed under or subject to any Environmental Law or any applicable Permit issued under any Environmental Law, including asbestos, and polychlorinated biphenyls.
- 1.1.41 "Hedging Agreement" means any arrangement or transaction (a) between a Debtor and a Senior Secured Creditor which is specified in a Credit Confirmation, (b) between a Debtor and a Senior Secured Creditor which is a Secured Creditor (or an Affiliate of a Secured Creditor) under another Financing Agreement which is specified in a Credit Confirmation (whether or not the arrangement or transaction is specified in a Credit Confirmation), or (c) in existence on the date hereof, between the Borrower and Citibank Canada and the Borrower and Bank of America, N.A., each of which is specified in a Credit Confirmation, in each case, which arrangement or transaction (i) is an interest rate swap transaction, basis swap, forward rate transaction, commodity swap, interest rate option, forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, option contract, futures contract, spot or forward contract, currency option or other contract for the sale, purchase or exchange or for future delivery of foreign currency (whether or not the subject currency is to be delivered or exchanged) or any other similar transaction (including any option with respect to any of such transactions or arrangements), (ii) is designed to protect or mitigate against or otherwise manage risks in interest rate, currency exchange or commodity price fluctuations, and (iii) has not been entered into by such Debtor for speculative purposes, and, for greater certainty, all such arrangements and transactions entered into or made between a Debtor and a Person referred to in item (b) above shall not cease to be a Hedging Agreement if such Person ceases to be a Secured Creditor (or an Affiliate of a Secured Creditor) under another Financing Agreement which is specified in a Credit Confirmation.
- 1.1.42 "Hedging Obligations" means those Obligations which arise under or in connection with any Hedging Agreement.
- 1.1.43 "Hedging Secured Creditor" means a Senior Secured Creditor which is a creditor under a Hedging Agreement, in its capacity as such (and not, for greater certainty, to the extent applicable, in its capacity as a lender or creditor under a Financing Agreement which is not a Hedging Agreement).
- 1.1.44 "Hypothecs and Pledges of Bonds" means any agreements creating pledges entered into from time to time pursuant to which Bonds are pledged to and in favour of the Collateral Agent and Secured Creditors and includes the hypothecs and pledges of

bonds dated 13 October 2005 entered into by each of the Initial Hypothecary Debtors in favour of the Collateral Agent and the Secured Parties (as defined therein) and "**Hypothec and Pledge of Bonds**" means any one of them.

- 1.1.45 "**Hypothecary Debtors**" means the Initial Hypothecary Debtors and each other Debtor which is required, from time to time, to deliver a Deed of Hypothec under a Financing Agreement and "**Hypothecary Debtor**" means any one of them.
- 1.1.46 "**Inactive Subsidiaries**" means those Subsidiaries of the Borrower listed on Schedule H and any other Subsidiary of the Borrower (specifically excluding the Guarantors and the Excluded Global Group Entities) designated as an Inactive Subsidiary in any Financing Agreement, and "**Inactive Subsidiary**" means any one of them; provided however that any such Person shall cease to be an Inactive Subsidiary if it becomes a Guarantor.
- 1.1.47 "**Indemnified Taxes**" means Taxes other than Excluded Taxes.
- 1.1.48 "**Indemnitees**" has the meaning given to it in Section 2.15(1).
- 1.1.49 "**Initial Bonds**" means the 25% mortgage demand bonds in the amount of \$3,000,000,000 each dated 13 October, 2005 issued by each Initial Hypothecary Debtor in favour of the Collateral Agent under the provisions of the relevant Deed of Hypothec.
- 1.1.50 "**Initial Hypothecary Debtors**" means the Borrower, National Post Holdings Ltd., The National Post Company, CanWest Global Broadcasting Inc., CanWest Finance Inc. and Global Television Network Quebec Limited Limited Partnership and "**Initial Hypothecary Debtor**" means any one of them.
- 1.1.51 "**Insured Debtor**" has the meaning given to it in Section 3.7(1).
- 1.1.52 "**Material Adverse Effect**" means any material adverse change in or effect on (a) the business, affairs, prospects, assets or financial condition of the Debtors taken as a whole, (b) the ability of any Debtor to observe, perform or comply with its obligations under any of the Financing Agreements or Security Documents, or (c) the rights and remedies of the Collateral Agent or any of the Secured Creditors under any of the Financing Agreements or Security Documents.
- 1.1.53 "**Mortgaged Property**" has the meaning given to it in Section 2.15(2).
- 1.1.54 "**Obligations**" means the present and future indebtedness, liabilities and other obligations of any kind whatsoever and however incurred (whether direct or indirect, absolute or contingent, matured or unmatured and whether as principal debtor, guarantor or surety, including, for greater certainty, all interest, costs, fees, Encumbrances and reimbursement and indemnity obligations) of the Debtors, and each of them, to the Secured Creditors, or any of them, under a Financing Agreement, this Agreement or any other Security Document. In relation to a Debtor, references

herein and in each Security Document to "its Obligations" or to a particular Debtor's Obligations, means the Obligations of that Debtor.

- 1.1.55 "Original Currency" has the meaning given to it in Section 7.14(1).
- 1.1.56 "Operating Lease" means a lease that would be considered to be an operating lease in accordance with GAAP.
- 1.1.57 "Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any Financing Agreement or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any Financing Agreement.
- 1.1.58 "Permits" means licences, certificates, authorizations, consents, registrations, exemptions, permits, attestations, approvals, characterization or restoration plans, depollution programmes and any other approvals required by or issued pursuant to any Applicable Law, in each case, against a Person or its Property which are made, issued or approved by a Governmental Authority.
- 1.1.59 "Permitted Encumbrances" means, in respect of a Debtor, the following:
- (a) liens for taxes, assessments or governmental charges or levies which are not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or the validity of which is being contested in good faith by appropriate proceedings and for which the Debtor has recorded the liability in accordance with GAAP and which do not have, and will not reasonably be expected to have, a Material Adverse Effect;
 - (b) inchoate or statutory liens of contractors, subcontractors, mechanics, workers, suppliers, material men, carriers and others in respect of construction, maintenance, repair or operation of assets of the Debtor, in respect of which adequate holdbacks are being maintained as required by Applicable Law and (i) which have not at such time been filed or exercised and of which none of the Secured Creditors have been given notice, or (ii) which relate to obligations not due or payable or if due, the validity of which is being contested in good faith by appropriate proceedings and for which such Debtor has recorded the liability in accordance with GAAP and which do not materially reduce the value of the affected asset or materially interfere with the use of such asset in the operation of the business of the Debtor and do not have, and will not reasonably be expected to have, a Material Adverse Effect;
 - (c) easements, rights of way, licences, servitudes, restrictions, restrictive covenants, and similar rights in real Property comprised in the assets of the Debtor or interests therein (including in respect of sewers, drains, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) which do not materially reduce the value of the affected asset or materially interfere with the use of such asset in the operation

- of the business of the Debtor and do not have, and will not reasonably be expected to have, a Material Adverse Effect;
- (d) title defects or irregularities which are of a minor nature and which do not materially reduce the value of the affected asset or materially interfere with the use of such asset in the operation of the business of the Debtor and do not have, and will not reasonably be expected to have, a Material Adverse Effect;
 - (e) the Encumbrance resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, and other similar obligations, in each case in the ordinary course of business;
 - (f) the Encumbrance created by a judgment of a court of competent jurisdiction; provided, however, that the Encumbrance is in existence for less than 20 days after its creation or the execution or other enforcement of the Encumbrance is effectively stayed or the claims so secured are being actively contested in good faith and by proper legal proceedings and do not result in the occurrence of an Event of Default;
 - (g) the reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown (or other applicable Governmental Authority) of any real Property or any interest therein which do not materially reduce the value of the affected asset or materially interfere with the use of such asset in the operation of the business of the Debtor and do not have, and will not reasonably be expected to have, a Material Adverse Effect;
 - (h) Encumbrances given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the assets of the Person which do not materially reduce the value of the affected asset or materially interfere with the use of such asset in the operation of the business of the Debtor and do not have, and will not reasonably be expected to have, a Material Adverse Effect;
 - (i) servicing agreements, development agreements, site plan agreements, and other agreements with any Governmental Authority pertaining to the use or development of any of the assets of the Debtor, provided same are complied with and do not materially reduce the value of the affected asset or materially interfere with the use of such asset in the operation of the business of the Debtor and do not have, and will not reasonably be expected to have, a Material Adverse Effect;
 - (j) the right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the

Debtor, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

- (k) Encumbrances in favour of the Collateral Agent or the Attorney created by the Security;
- (l) the Encumbrances disclosed in Schedule C but only to the extent such Encumbrances conform to their description in Schedule C, including any extension or renewal thereof, provided that the amount so secured does not exceed the original amount secured immediately prior to the extension, renewal or refinancing and the scope of security creating the Encumbrance is not extended;
- (m) Purchase Money Encumbrances up to a maximum aggregate principal amount for all Debtors not exceeding the least amount permitted in any Financing Agreement;
- (n) landlords' rights of distraint and similar rights of a landlord on tangible personal or moveable Property of the Debtor located solely on the premises leased by the landlord to the Debtor and securing only the obligations of the Debtor under the applicable lease of the premises, so long as the exercise of such rights do not result in the occurrence of an Event of Default; and
- (o) security interests securing payment and performance of the obligations under the credit agreement dated as of November 7, 2000 between CanWest Media Inc. (now CanWest MediaWorks Inc.), as borrower, CanWest Global Communications Corp., as guarantor, the Lenders (as defined therein), and The Bank of Nova Scotia, as administrative agent, as amended to date, so long as such security interests are discharged within 30 days of the date hereof.

1.1.60 "Person" or "person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a joint venture, a trust, an association, an unincorporated organization, a Governmental Authority, an executor or administrator or other legal or personal representative, or any other juridical entity.

1.1.61 "Prevailing Secured Creditors" means:

- (a) the Senior Secured Creditors (other than the Hedging Secured Creditors and the Cash Management Secured Creditors) at any time that there remains outstanding any Senior Obligations other than Hedging Obligations and Cash Management Obligations; and
- (b) the Hedging Secured Creditors and the Cash Management Secured Creditors at any time there are no Senior Obligations outstanding other than Hedging Obligations or Cash Management Obligations.

1.1.62 "Prevailing Secured Obligations" means, at any time, the Obligations owing to the Prevailing Secured Creditors, in their capacity as such, at such time.

- 1.1.63 "Property" means, with respect to any Person, any or all of its undertaking, property and assets.
- 1.1.64 "Purchase Money Encumbrance" means, in relation to any Person, Encumbrances (including Capital Leases) on or of equipment, machinery, vehicles, leasehold improvements or inventory and any proceeds thereof created or assumed prior to or at the time of acquisition of such assets by such Person for the purpose of financing the acquisition or to secure the unpaid purchase price thereof (including the principal amount of any Capital Lease or any title retention agreement) on normal trade terms up to an amount not exceeding the acquisition price of such assets payable by such Person.
- 1.1.65 "Rateably" means with respect to a Senior Secured Creditor, in accordance with the proportion that the outstanding amount of the Senior Obligations then owed to such Senior Secured Creditor is of the aggregate amount of Senior Obligations outstanding to all Senior Secured Creditors; and "on a Rateable basis" shall have a corresponding meaning.
- 1.1.66 "Representative" means any agent, administrative agent or other similar representative of lenders or creditors under a Financing Agreement.
- 1.1.67 "Required Secured Creditors" means:
- (a) prior to the delivery of an Acceleration Notice and Direction, those Prevailing Secured Creditors to whom are owed not less than 75% of the principal amount outstanding under all Financing Agreements relating to the Prevailing Secured Obligations at such time; and
 - (b) after the delivery of an Acceleration Notice and Direction (provided that such Acceleration Notice and Direction is entitled to be delivered in accordance with the provisions of this Agreement), those Prevailing Secured Creditors who have delivered (or on whose behalf there has been delivered) an Acceleration Notice and Direction to the Collateral Agent and to whom are owed not less than 75% of the principal amount outstanding under those Financing Agreements relating to the Prevailing Secured Obligations in respect of which such Acceleration Notice and Direction(s) has (or have) been delivered to the Collateral Agent.
- 1.1.68 "Second Currency" has the meaning given to it in Section 7.14(1).
- 1.1.69 "Secured Creditor" means each Person who is from time to time (a) a lender or creditor under a Financing Agreement (including, for greater certainty Citibank Canada and Bank of America, N.A., in respect of Hedging Agreements in existence on the date hereof and as specified in the relevant Credit Confirmation), or (b) a Representative, or (c) in the case of a Hedging Agreement (except Citibank Canada and Bank of America, N.A.) or a Cash Management Agreement, an Affiliate of a Person described in item (a), or its Representative, to the extent contemplated under the applicable Financing Agreement, and each successor and permitted assignee of

each of the foregoing Persons and includes each such Person and their respective Representatives; and, for greater certainty, a Person referred to in item (c) who was an Affiliate of a Person described in item (a) at the time the Hedging Agreement or Cash Management Agreement was entered into shall not cease to be a Secured Creditor if it subsequently ceases to be or have such an Affiliate. For greater certainty, the Collateral Agent is not a Secured Creditor.

- 1.1.70** "Security Documents" means, collectively, this Agreement and all other agreements, documents or instruments pursuant to which a Debtor has from time to time guaranteed payment of the Obligations or any portion thereof or granted any Encumbrance in favour of the Collateral Agent (or to any Secured Creditor or its Representative) to secure (or intending to secure) payment or performance of the Obligations or any portion thereof, including the documents listed on Schedule B from time to time and all notices, registrations, filings and recordings thereof or in relation thereto, and "Security Document" means any one of them.
- 1.1.71** "Senior Obligations" means those Obligations which arise under or in connection with any Financing Agreement which is designated in an applicable Credit Confirmation as a "Senior Financing Agreement" for the purposes of this Agreement, together with the Hedging Obligations and the Cash Management Obligations.
- 1.1.72** "Senior Secured Creditor" means a Secured Creditor that is owed Senior Obligations, in its capacity as such, and includes, as applicable, a Hedging Secured Creditor and a Cash Management Secured Creditor, and includes their respective Representatives.
- 1.1.73** "Subsidiary" means, with respect to a Person, a subsidiary of such Person as defined in the *Business Corporations Act* (Ontario) (determined as if each such Person was a body corporate), and any other Person in which the Person or any Subsidiary of the Person has the right, directly or indirectly, through one or more intermediaries, to make or Control management decisions.
- 1.1.74** "Tag-Along Notice" has the meaning defined in Section 2.6(1).
- 1.1.75** "Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, and "Tax" shall have a corresponding meaning.
- 1.1.76** "Transferred Property" has the meaning given to it in Section 3.5(a).

1.2 Construction

This Agreement has been negotiated by each party with the benefit of legal representation and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement.

1.3 Certain Rules of Interpretation

In this Agreement:

- (a) the division into sections and other subdivisions thereof and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (b) unless specified otherwise or the context otherwise requires:
 - (i) references to any Section or Schedule are references to the Section of, or Schedule to, this Agreement;
 - (ii) "including" or "includes" means "including (or includes) but not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;
 - (iii) references to contracts, agreements or instruments, unless otherwise specified, are deemed to include all present and future amendments, supplements, restatements or replacements to or of such contracts, agreements or instruments, provided that such amendments, supplements, restatements or replacements to or of such contracts, agreements or instruments have been, if applicable, approved or consented to and otherwise made in accordance with the provisions of this Agreement;
 - (iv) references to any legislation, statutory instrument or regulation or a section or other provision thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation, section or other provision as amended, restated or re enacted from time to time;
 - (v) references to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
 - (vi) references to a party to this Agreement includes that party's successors and permitted assigns;
 - (vii) except as otherwise specifically provided, all references to monetary amounts are stated in Canadian Dollars;
 - (viii) all references to specific times are references to Toronto time; and
 - (ix) words in the singular include the plural and vice versa and words in one gender include all genders.

1.4 Schedules

The following are the Schedules attached to this Agreement which are incorporated by reference and deemed to be part of this Agreement:

Schedule A	-	Form of Acceleration Notice and Direction
Schedule B	-	Security Documents
Schedule C	-	Specific Permitted Encumbrances
Schedule D	-	Form of Credit Confirmation
Schedule E	-	Location of Collateral, Operations and Records
Schedule F	-	Form of Supplement to Intercreditor and Collateral Agency Agreement
Schedule G		List of Foreign Jurisdiction Counsel Opinions
Schedule H		Inactive Subsidiaries

1.5 Covenants for Benefit of Secured Creditors

All rights and benefits stated to accrue to the Collateral Agent hereunder shall accrue to the Collateral Agent for and on behalf and for the benefit of itself and the Secured Creditors and each of them in accordance with the terms of this Agreement.

ARTICLE 2 COLLATERAL AGENT

2.1 Appointment of Collateral Agent

The Secured Creditors hereby appoint CIBC Mellon Trust Company to act as their Collateral Agent as specified in this Agreement and, except as may be specifically provided to the contrary in this Agreement, each Secured Creditor irrevocably authorizes and directs CIBC Mellon Trust Company, as the agent of such Secured Creditor, to execute the Security Documents, to take such action on its behalf under or in connection with the Security Documents and to exercise such powers under the Security Documents as are granted or delegated to the Collateral Agent by the terms of the Security Documents and such other powers as are reasonably incidental thereto which it may be necessary for the Collateral Agent to exercise in order that the provisions of the Security Documents are carried out, and the Collateral Agent agrees to act in such capacity. All Collateral held from time to time by the Collateral Agent pursuant to the Security Documents shall be subject to the terms and conditions of this Agreement. Each Secured Creditor acknowledges and agrees that the Collateral Agent has the right, on its behalf, to hold the Collateral and any of the Security Documents or any other security granted by any Person with respect to the Obligations owed to such Secured Creditor. Each Secured Creditor under a Financing Agreement which is not specified in or the subject of a Credit Confirmation, by its acceptance of the benefit of any Security Document, shall be deemed to have accepted and be bound by the provisions of this Agreement applicable to Secured Creditors as and regarding the terms upon which the Obligations owing to it are secured by the Security Documents and the rights and remedies relating thereto, and authorizes and directs the Collateral

Agent to act accordingly. Notwithstanding any other provision hereof, any Collateral granted to a Secured Creditor or any Representative by a Security Document shall be held by such Secured Creditor or such Representative for the benefit of all Secured Creditors in accordance with, and subject to the terms of, this Agreement.

2.2 Appointment as Fondé de Pouvoir

Each Secured Creditor, or its Representative duly authorized on its behalf, hereby appoints the Attorney as its *fondé de pouvoir* to take, receive and hold on behalf of, and for the benefit of, each of the Bondholders, all rights and hypothecs created hereby as continuing security for the payment of the Bonds from time to time issued and outstanding under the Deeds of Hypothec, and to exercise any and all powers and rights and to perform any and all duties conferred upon it under the Deeds of Hypothec or by Bondholders' Instrument. Each party hereto agrees that, notwithstanding Section 32 of *An Act Respecting Special Powers of Legal Persons* (Quebec), the Attorney shall also be entitled to act as Bondholder and to acquire and/or be the pledgee of any Bond or other titles of indebtedness to be issued under any such Deed of Hypothec.

2.3 Limitation of Duties

The Collateral Agent shall not have any duties or responsibilities except those expressly set forth in the Security Documents. The Collateral Agent shall have no liability or responsibility under any agreement or instrument referred to in this Agreement to which the Collateral Agent is not a party. None of the Collateral Agent or any of its officers, directors, employees, attorneys or agents shall be liable for any action taken or omitted to be taken under or in connection with the Security Documents, unless such act or omission constitutes its gross negligence or wilful misconduct. The duties of the Collateral Agent shall be mechanical and administrative in nature; the Collateral Agent shall not have by reason of the Security Documents a fiduciary relationship with any Secured Creditor and nothing in the Security Documents, express or implied, is intended to or shall be construed as to impose upon the Collateral Agent any obligation except as expressly set forth in such Security Document. None of the Secured Creditors shall have any duties or responsibilities to any other Secured Creditor or to the Collateral Agent except as expressly set forth in this Agreement, or as otherwise specifically agreed to by them. The Collateral Agent shall not be responsible for any recitals, statements, representations or warranties in this Agreement or any other Security Document or which may be contained in any other document received by the Collateral Agent or the Secured Creditors from or on behalf of a Debtor (except as expressly made by the Collateral Agent) or for the authorization, execution or delivery by the Debtors of, or effectiveness, genuineness, validity, enforceability, registration or perfection of, any Security Document, and the Collateral Agent shall not be required to make any inquiry concerning the performance or observance by any Debtor of any provision of any Security Document or any Financing Agreement. For greater certainty, the Security Documents, the corresponding Encumbrances and any Collateral at any time held by the Collateral Agent shall be held by the Collateral Agent, not for its own benefit, but as agent for

the benefit of the Secured Creditors in accordance with and subject to the terms hereof.

2.4 Employment of Agents

In the conduct of its duties under the Security Documents (otherwise than in relation to its right to make any declaration, determination or decision), instead of acting personally, the Collateral Agent may, subject to obtaining the prior specific written direction of the Required Secured Creditors and, prior to an Event of Default or unless the Collateral Agent is unable to hold, enforce or have the full benefit of the rights and remedies granted to it under the Security Documents in any applicable jurisdiction, the consent of the Borrower, employ and pay, at the expense of the Borrower, one or more agents or, if applicable, receivers to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Collateral Agent (including the receipt and payment of money) and, to the extent permitted and effective under Applicable Law, to hold any Encumbrance, and any such agent or receiver engaged in any profession or business shall be entitled to be paid all usual professional and other charges for such business transacted and acts done by it.

2.5 Knowledge of Events of Default

- (1) The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of an Event of Default unless the Collateral Agent has received an Acceleration Notice and Direction, a Tag-Along Notice or other written notice from a Secured Creditor specifying the Event of Default, provided, however, that a Secured Creditor shall not be obligated to give notice to the Collateral Agent of the occurrence of an Event of Default, and the failure to give such notice to the Collateral Agent shall not constitute a waiver thereof.
- (2) If the Collateral Agent has received an Acceleration Notice and Direction, a Tag-Along Notice or other written notice pursuant to Section 2.5(1), it shall provide a copy thereof to each other Secured Creditor (or their respective Representatives) and, if each Prevailing Secured Creditor which has delivered an Acceleration Notice and Direction agrees, to the Borrower for itself and on behalf of each Guarantor.
- (3) Each Acceleration Notice and Direction and each Tag-Along Notice delivered to the Collateral Agent shall, subject to the terms and conditions of this Agreement, be effective as such a notice for all purposes of this Agreement and all the Security Documents.
- (4) The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of a Default unless the Collateral Agent has received written notification thereof from a Secured Creditor specifying the Default, provided, however, that a Secured Creditor shall not be obligated to give notice to the Collateral Agent of the occurrence of a Default, and the failure to give such notice to the Collateral Agent shall not constitute a waiver thereof. If the Collateral Agent has received written notice of the occurrence of a Default, it shall provide a copy thereof to each other

Secured Creditor (or their respective Representative) and, if each Prevailing Secured Creditor which has delivered an Acceleration Notice and Direction agrees, to the Borrower for itself and on behalf of each Guarantor.

2.6 Restrictions on Actions by Secured Creditors

- (1) An Acceleration Notice and Direction may only be delivered by or on behalf of a Prevailing Secured Creditor. Following the delivery to the Collateral Agent by a Prevailing Secured Creditor of an Acceleration Notice and Direction, each other Secured Creditor shall, to the extent applicable, be entitled to deliver to the Collateral Agent a notice to the effect that (a) an Event of Default has occurred and is continuing under its Financing Agreement, (b) as applicable, that the Obligations owing to it have been accelerated and remain unpaid or that Obligations are now owing to it under a Hedging Agreement resulting from the termination of such Hedging Agreement, and (c) requesting payment of proceeds of realization in accordance with the provisions of this Agreement (each, a "Tag-Along Notice").
- (2) Each Secured Creditor agrees that, so long as any Obligations are outstanding to any Secured Creditor, the provisions of this Agreement shall exclusively govern the exercise of all rights and remedies under the Security Documents and that it will not, except as expressly permitted under this Agreement:
 - (a) take any action, judicial or otherwise, or exercise any other right or remedy under any Security Document;
 - (b) sell or grant any participation or other interest in any Obligations to any Debtor or any Affiliate or associate of any Debtor, or
 - (c) directly or indirectly accept or take or have the benefit of any security for any of the Obligations, except the Security Documents;

provided, however, that the foregoing shall not prevent any Secured Creditor from (i) imposing a late charge or a default rate of interest in accordance with the terms of its Financing Agreement, (ii) receiving any amount from a Debtor through set-off or the combination of accounts or similar activities in the ordinary course of business prior to the occurrence of a Default or Event of Default but not in furtherance of a permanent reduction of the indebtedness or liability of such Debtor to the Secured Creditor or, subject to Section 2.6(3), following the occurrence of a Default or Event of Default, (iii) raising any defences in any action in which it has been made a party defendant or has been joined as a third party, except that the Collateral Agent may, but shall not be obligated to, direct and control any defence directly relating to the Collateral or any Security Document, subject to the provisions of this Agreement, (iv) file proofs of claim or otherwise take steps to preserve its rights against any Debtor or in relation to the Collateral, (v) demanding repayment of the Obligations under any guarantee forming part of the Security Documents if the corresponding Obligations have otherwise been accelerated or (vi) commencing or enforcing an action under a guarantee which forms part of the Security Documents, if required

under Applicable Law to permit or facilitate the Collateral Agent carrying out any action authorized in accordance with Section 2.7(1) and then only in accordance or in a manner consistent with the instructions of the Required Secured Creditors as required by such Section.

- (3) All amounts received by a Secured Creditor following the occurrence of a Default or Event of Default, including, without limitation, through set-off or the combination of accounts or similar activities, shall be remitted to the Collateral Agent and distributed in accordance with the terms of this Agreement and each Secured Creditor will do all such things (including purchasing a portion of the Obligations of another Secured Creditor) as may be reasonably required to give full effect to this Section 2.6(3) and as shall be necessary to cause such amounts to be Rateably shared among the Secured Creditors in accordance with the provisions and intent of this Agreement.
- (4) To the extent that any Secured Creditor receives any amount which it is not entitled to receive hereunder, or receives any amount at a time when it is not entitled to receive such amount hereunder, including any cash collateral or any proceeds of realization in excess of the portion thereof to which such Secured Party is entitled pursuant to the provisions of this Agreement, such Secured Party shall be deemed to have received such amount in trust, shall be deemed to have kept such amount separate and apart from its own property and shall forthwith pay such amount received by it to the Collateral Agent. The Collateral Agent shall deal with any such amount in accordance with the provisions of this Agreement. To the extent that any Secured Creditor is required to pay amounts received by it over to the Collateral Agent in accordance with the terms hereof, the Obligations owing to such Secured Creditor relating to such payment shall be deemed to be reinstated and in full force and effect.

2.7 Acting on Instructions

- (1) The Collateral Agent may at any time request written instructions from the Required Secured Creditors with respect to any actions or approvals which, by the terms of this Agreement or any other Security Document, the Collateral Agent is permitted or required to take or to grant, and the Collateral Agent shall be absolutely entitled to refrain from taking any such action or to withhold any such approval and shall not be under any liability whatsoever as a result thereof until it shall have received written instructions from the Required Secured Creditors as set forth above. No Secured Creditor shall have any right of action against the Collateral Agent as a result of the Collateral Agent acting or refraining from acting under the Security Documents in accordance with instructions from the Required Secured Creditors given in accordance with this Section 2.7(1). Without limiting the foregoing, no Secured Creditor shall have any right of action or recourse against the Collateral Agent for the misconduct or negligence of any agent, receiver or other Person employed, at the direction or instructions of the Required Secured Creditors, to transact or concur in transacting any business or for doing or concurring in doing any acts otherwise required to be done by the Collateral Agent, as specified in Sections 2.4 and 2.16(2).

- 20 -

- (2) Any amendment or waiver to this Agreement which changes or relates to the rights and/or the obligations of the Collateral Agent shall require the consent of the Collateral Agent.
- (3) Notwithstanding Section 2.7(1), the Collateral Agent shall be entitled, but shall not be obligated, to take such action as it deems necessary where anticipated events have occurred which, in the good faith judgment of the Collateral Agent, require that immediate action be taken in order to preserve or protect the whole or any part of the Collateral or any rights and remedies under any Security Document.
- (4) For the avoidance of doubt, (a) each Hedging Agreement and Cash Management Agreement shall be a Financing Agreement for all purposes of this Agreement, whether or not it has been specified in or is the subject of a Credit Confirmation, and (b) each Affiliate of a Secured Creditor under a Financing Agreement specified in a Credit Confirmation which has entered into a Hedging Agreement or a Cash Management Agreement with the Borrower shall be a Secured Creditor for all purposes of this Agreement, and shall not cease to be a Secured Creditor if it subsequently ceases to be or have such an Affiliate.
- (5) Following receipt of instructions from the Prevailing Secured Creditors or the Required Secured Creditors, as applicable, the Collateral Agent shall be entitled to request an indemnity (including an indemnity relating to environmental matters) satisfactory to it against all costs, expenses and liabilities that it may incur and funding or security for such indemnity as it may, in its sole discretion, deem appropriate, in relation to such instructions if, in good faith, it determines same to be necessary, and the Collateral Agent shall be under no obligation to prosecute or proceed with such instructions unless and until it has received same.

2.8 Reliance

- (1) The Collateral Agent shall be protected in acting and relying reasonably upon any written notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt or other paper or document (collectively referred to as "Documents") furnished to it and signed by any Person required to or entitled to execute and deliver to the Collateral Agent any such Documents in connection with this Agreement and the Security Documents, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it in good faith believes to be genuine.
- (2) The Collateral Agent may retain legal Counsel and advisors, including in Canadian or applicable foreign jurisdictions, as may be reasonably required for the purpose of discharging its duties or determining its rights under this Agreement and the Security Documents, and may rely and act upon the advice of such Counsel or advisor. The Borrower, in accordance with Section 2.19, shall pay or reimburse the Collateral Agent for any reasonable fees, expenses and disbursements of such Counsel or advisors.

2.9 Compliance Assumptions

The Collateral Agent shall (in the absence of actual knowledge, based on Documents held or received by the Collateral Agent, to the contrary) be entitled to assume that any instructions or certificates received by it from any Secured Creditor under or pursuant to this Agreement are (a) given in accordance with the provisions of this Agreement, and (b) given, in the case of a Representative, in accordance with the provisions of the Financing Agreement by which such Representative is bound, and, subject to the terms of this Agreement, the Collateral Agent shall not be liable to any other Person for any action taken or omitted under or in connection with this Agreement in accordance with any such instructions or certificates unless caused by its gross negligence or wilful misconduct. The Collateral Agent shall also be entitled to assume without inquiry (in the absence of actual knowledge, based on Documents held or received by the Collateral Agent, to the contrary) that each party to this Agreement is duly performing and observing all of its obligations contained in this Agreement, the other Security Documents and in the Financing Agreements.

2.10 Actions by Secured Creditors

Any approval (including any approval of or authorization for any amendment to this Agreement or any other Security Document or any demand, waiver, enforcement action or other action or non-action under, in connection with or with respect to this Agreement or any other Security Document), instruction or other expression of more than one of the Secured Creditors under this Agreement or any other Security Document may be obtained by an instrument in writing signed in one or more counterparts by the requisite Secured Creditors (or their respective Representatives, as applicable). Any instruction or instrument by a Secured Creditor which is represented by a Representative under the applicable Financing Agreement may be given or signed by the Representative in its capacity as Representative, and any such instruction or instrument in writing given or signed by the Representative in such capacity shall be binding upon the Secured Creditor(s) represented by the Representative.

2.11 Resignation, Removal and Replacement of Collateral Agent

- (1) The Collateral Agent may resign at any time upon giving not less than 60 days written notice to the Secured Creditors and the Borrower, or may be removed at any time, with or without cause, by the Required Secured Creditors by written notice given to the Borrower, the Collateral Agent and all other Secured Creditors (or their respective Representatives, as applicable). In any event, the resignation or removal of a Collateral Agent shall not be effective until a successor Collateral Agent has been appointed; provided that, subject to the next sentence below, if in carrying out its duties under this Agreement or the other Security Documents, the Collateral Agent would, in its reasonable opinion, materially violate or breach any Applicable Law of any jurisdiction outside of Canada which violation or breach could, in the reasonable opinion of the Collateral Agent, impose any liability on the Collateral Agent, such resignation shall be effective 60 days after written notice is provided to the Secured Creditors and the Borrower whether or not a successor Collateral Agent has been

appointed. Notwithstanding the foregoing, in such circumstances, during such 60 day period, the Collateral Agent shall use commercially reasonable efforts to facilitate the employment of an agent, receiver or other delegate or assignee in such applicable foreign jurisdiction in accordance with Section 2.16(2).

- (2) In the case of the resignation or removal of the Collateral Agent, the Required Secured Creditors shall appoint a successor Collateral Agent which shall (a) be a bank or trust company and shall have or be owned by a company having a combined capital and surplus of at least \$750,000,000, subject to supervision or examination by the Office of the Superintendent of Financial Institutions, (b) maintain adequate insurance, in accordance with customary industry standards, covering loss, theft or destruction of any Collateral that is in its custody, and (c) be authorized under the laws of the jurisdiction of its incorporation or organization to assume the functions of the Collateral Agent.
- (3) If no successor Collateral Agent has been appointed:
- (a) prior to the resignation of the Collateral Agent becoming effective and upon giving not less than ten days written notice to each Secured Creditor (or their respective Representatives, as applicable) and the Borrower, the Collateral Agent may, at the Borrower's expense, appoint a successor Collateral Agent which shall meet the criteria specified in Section 2.11(2); or
 - (b) on or after the day which is 90 days after the resignation of the Collateral Agent is, by its terms, to become effective a replacement Collateral Agent has not been appointed pursuant to Section 2.11(3)(a) or (b), the Collateral Agent may, at the Borrower's expense, apply to any court of competent jurisdiction for the appointment of a successor Collateral Agent; or
 - (c) after a vacancy in the office of the Collateral Agent shall have occurred by reason of the inability of the Collateral Agent to act, or its bankruptcy or insolvency, the Collateral Agent or any Secured Creditor may, at the Borrower's expense, apply to any court of competent jurisdiction for the appointment of a successor Collateral Agent.

2.12 Resignation of Attorney

The Collateral Agent shall give to the Secured Creditors and the Borrower any notice of resignation provided by the Attorney under a Deed of Hypothec. The Collateral Agent shall not resign or be removed as Attorney under any Deed of Hypothec unless it has also resigned or been removed as Collateral Agent hereunder.

2.13 Transfer of Rights and Property to Successor Collateral Agent

Any successor Collateral Agent appointed under this Agreement shall execute, acknowledge and deliver to its predecessor Collateral Agent, each Secured Creditor and the Borrower (for itself and on behalf of each Guarantor), a written instrument of acceptance respecting such appointment, and thereupon such successor Collateral

Agent, without any further act, deed or conveyance, shall become fully vested with all monies, estates, properties, rights, powers, duties and obligations of such predecessor Collateral Agent, with like effect as if originally named as Collateral Agent, but the Collateral Agent ceasing to act shall nevertheless, at the request of the Borrower, or the successor Collateral Agent, or the Required Secured Creditors, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may be reasonably required to more fully and effectively vest and confirm in such successor Collateral Agent, upon full payment of the predecessor Collateral Agent's fees and expenses, all the right, title and interest of the predecessor Collateral Agent in and to any Property held by it under this Agreement or the other Security Documents, and shall pay over, assign and deliver to the successor Collateral Agent any money or other Property subject to the terms of this Agreement or the other Security Documents. Should any deed, conveyance, consent or instrument in writing from any Debtor be required by such successor Collateral Agent to more fully and effectively vest in and confirm to such successor Collateral Agent any such estates, rights, powers and duties, any and all such deeds, conveyances, consents and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by such Debtor.

2.14 Merger or Consolidation

Any Person with which the Collateral Agent may be amalgamated or consolidated or any Person resulting from any such amalgamation or consolidation, or any Person to which the Collateral Agent may sell or transfer all or substantially all of its corporate trust business, provided such Person shall be a Person authorized by law to perform all the duties imposed upon the Collateral Agent by this Agreement and meets the other criteria for a successor Collateral Agent specified in Section 2.11(2), shall be the successor to such Collateral Agent without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding. In such circumstances, the Collateral Agent shall take all necessary actions to perfect and maintain the Encumbrances in the Collateral.

2.15 Indemnification of Collateral Agent and Secured Creditors

- (1) In addition to and without limiting any other protection of the Collateral Agent and Secured Creditors in this Agreement, including under Sections 2.15 and 7.2(1), or otherwise by law, each of the Debtors agree jointly and severally to indemnify the Collateral Agent and each of the Secured Creditors and their respective Affiliates, agents, receivers, successors, assigns, officers, directors and employees (collectively, the "Indemnitees") (in respect of each of whom it is agreed that the Collateral Agent and each of the Secured Creditors are acting as agent for the purpose of agreeing to the availability of such indemnity) from and against any claim, liability, obligation, loss, damage or expense (including reasonable legal fees and expenses) which any of them may sustain or incur as a consequence of (a) any representation or warranty made herein by a Debtor which was incorrect at the time it was made or deemed to have been made, (b) a Default by a Debtor in the payment of any sum due from it under or in connection with a Financing Document, including, but not limited to, all sums

(whether in respect of principal, interest or any other amount) paid or payable to lenders of funds borrowed by the Secured Creditors, or any of them, in order to fund the amount of any such unpaid amount to the extent the Collateral Agent, the Secured Creditors, or any of them, are not otherwise reimbursed, (c) any Default or Event of Default by a Debtor hereunder or under any Financing Agreement, (d) the consummation of any of the transactions by any Debtor contemplated by any of the Financing Agreements, (e) any lack of enforceability of the Security Documents, (f) any lack of perfection or priority of any of the Encumbrances intended to result from the Security Documents (subject only to Permitted Encumbrances), (g) the application of laws other than the laws of Canada, or any province or territory thereof, to the Security Documents, any related Encumbrances, the Secured Creditors or the Collateral Agent and (h) generally, the Collateral Agent and the Secured Creditors having entered into this Agreement and the other Financing Agreements, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee. A certificate of a Secured Creditor or the Collateral Agent as to the amount of any such loss or expense shall be *prima facie* evidence as to the amount thereof, in the absence of manifest error, provided that the Secured Creditor or Collateral Agent determines the amount owing to it in good faith using any reasonable method and provides a detailed description of its calculation of the amount owing to it.

- (2) Each of the Debtors shall indemnify and hold harmless the Indemnitees from and against any and all liabilities (including strict liability), actions, demands, fines, awards, sanctions, penalties, damages, obligations, losses, costs and expenses (including consultants' fees, investigation and laboratory fees, reasonable legal fees, expenses and remedial costs), suits, costs of any settlement or judgement and claims of any and every nature and kind whatsoever which may now or in the future (whether before or after the release and discharge of any Security Documents in favour of the Collateral Agent or any Secured Creditor) be paid, incurred or suffered by or served against any Indemnitee (whether direct or indirect and whether based on any Applicable Law or at equitable cause or on contract or otherwise) by any Person for, with respect to, in connection with or as a direct or indirect result of the presence on, above, in or under, or the migration, escape, seepage, leakage, spillage, discharge, emission or release from any of the property subject to, the Encumbrance of any of the Security Documents (including real property) (the "Mortgaged Property") of any Hazardous Materials above, on, in, under or originating from the Mortgaged Property, regardless of whether or not caused by the sole negligence or control of any Debtor or any Indemnitee, except (a) prior to any Indemnitee taking control of the Mortgaged Property, to the extent caused by the gross negligence or wilful misconduct of any Indemnitee, and (b) after any Indemnitee takes control of the Mortgaged Property, to the extent caused by any Indemnitee. Without limiting the generality of the foregoing, the obligation of the Debtors to indemnify, defend and save harmless the Indemnitees in accordance herewith shall apply in respect of liabilities, actions, demands, fines, awards, sanctions, penalties, damages, obligations, losses, costs and expenses, suits, costs of any settlement or judgement and claims suffered by, imposed upon, incurred

in any way connected with or arising from, directly or indirectly, any Environmental Laws. This indemnity includes the obligation to perform or cause to be performed any corrective, remedial or clean-up work that may be required under the Financing Agreements or under any Applicable Law.

- (3) For greater certainty and notwithstanding any provision of any Financing Agreement or Security Document, the indemnities set forth in this Section 2.15, together with all other protections afforded to the Collateral Agent in this Agreement, shall extend, without limitation, to all matters undertaken under or in connection with any Security Document.
- (4) The agreements in this Section 2.15 shall survive the termination of this Agreement and repayment of the Obligations.

2.16 Acknowledgements Regarding Collateral Agent

- (1) Each Secured Creditor and Debtor hereby acknowledges and agrees that:
 - (a) the Collateral Agent is not licensed or otherwise qualified to carry on business outside of Canada;
 - (b) the Collateral Agent has, in entering into this Agreement and the Security Documents not governed by the laws of Canada (or any province or territory thereof), relied solely on the legal opinions of counsel in Ireland, Delaware, Barbados, Netherlands and New Zealand which are listed on Schedule G for purposes of assessing applicable legal matters, as set forth in such opinions, relating to its role and duties under this Agreement and the Security Documents in such jurisdictions;
 - (c) the Collateral Agent shall not be liable for any errors or omissions contained in the opinions referred to in Section 2.16(1)(b);
 - (d) subject to Section 2.16(2), it will not pursue any action or seek any recourse against the Collateral Agent if the Collateral Agent is unable to discharge its duties (including enforcement of the Security Documents) or continue to function as Collateral Agent hereunder by reason of the Collateral Agent not being licensed or otherwise qualified to carry on business in any jurisdiction outside of Canada; and
 - (e) it will not pursue any action or seek any recourse against the Collateral Agent for any acts or omissions of the Collateral Agent in, or relating to, any jurisdiction outside of Canada, to the extent any such act or omission does not otherwise breach the obligations of the Collateral Agent (having regard to Section 7.3, as applicable) under this Agreement or does not result from the gross negligence or wilful misconduct of the Collateral Agent.
- (2) If the Collateral Agent is unable to discharge its duties (including enforcement of the Security Documents or any Encumbrance) or continue to function as Collateral Agent

hereunder by reason of the Collateral Agent not being licensed or otherwise qualified to carry on business in any jurisdiction outside of Canada, upon obtaining the specific written direction of the Required Secured Creditors, the Collateral Agent shall, at the expense of the Borrower, take such action as is reasonably required to employ or facilitate the employment of one or more agents or, if applicable, receivers, or otherwise delegate or assign (to the extent permitted and effective under Applicable Law) any Security Documents or Encumbrances to any other Person designated by the Required Secured Creditors, so that such agent, receiver or other Person can transact any business and do or concur in doing any acts required to be done by the Collateral Agent (including the receipt and payment of money).

2.17 Amendments to Agreement

The Collateral Agent shall be permitted, and each Secured Creditor hereby authorizes and directs the Collateral Agent, to enter into modified forms of this Agreement from time to time solely as may be required to permit this Agreement to be in a form that may be recorded, filed, entered or registered under all applicable statutes providing for the registration of the Encumbrances created hereunder or under any other Security Document in any applicable jurisdiction, and the Collateral Agent is hereby authorized and directed to sign any such modified forms of Agreement and any related documents thereto, provided that the Collateral Agent shall provide copies thereof to each Secured Creditor (or their respective Representatives).

2.18 Investment of Monies

- (1) Any monies received by the Collateral Agent pursuant to this Agreement or any other Security Document, whether arising from the realization of Collateral or otherwise, shall, pending the application or withdrawal thereof under any provisions of this Agreement, be invested in Authorized Investments, subject to the written direction of the Required Secured Creditors. Such direction shall be provided to the Collateral Agent not later than 9:00 a.m. on the day, which shall be a Business Day, that such investment is to be made, but if received after 9:00 a.m. shall be deemed to have been given prior to 9:00 a.m. on the next Business Day. In the event that the Collateral Agent does not receive such a direction, until such direction is received, the Collateral Agent may, but need not, hold such monies in its deposit department or the deposit department of one of its Affiliates; but, in such case, the Collateral Agent and its Affiliates shall not be liable to account for any profit to any other parties to this Agreement other than for any profit on such monies which has accrued at a rate, if any, established from time to time by the Collateral Agent or such Affiliate. The Collateral Agent shall not be held liable for any losses incurred in the investment of any funds in Authorized Investments, if such investments have been made in compliance with the provisions hereof.
- (2) Unless the Collateral Agent has received notice that an Event of Default has occurred and is continuing, all interest or other income received by the Collateral Agent in respect of such deposits and investments shall belong to and be paid over to the Borrower.

2.19 Collateral Agent's Remuneration and Expenses

The Borrower and, to the extent the Borrower does not, the Guarantors, shall pay to the Collateral Agent from time to time remuneration for its services hereunder, as agreed upon, and shall pay or reimburse the Collateral Agent, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Collateral Agent, or amounts borrowed on the security of the Collateral, in the exercise of its rights and remedies (including the realization and enforcement of security) or performance of its duties hereunder and under the other Security Documents (including the reasonable fees and disbursements of its Counsel and all other advisers, agents and assistants not regularly in its employ), both before and after any Default until all duties of the Collateral Agent have been finally and fully performed, and whether or not funded by the Secured Creditors. All such amounts shall (a) if funded by a Secured Creditor, bear interest from time to time at the rate of interest per annum equal to the highest rate of interest applicable to any other Obligations owed to such Secured Creditor and denominated in the same currency, from the date incurred, made or borrowed until paid in full, and (b) if funded by the Collateral Agent, bear interest from time to time at a rate per annum equal to the then current rate of interest charged by the Collateral Agent to its corporate clients, from 30 days after the issuance of the invoice from the Collateral Agent to the Borrower until paid in full.

ARTICLE 3 REGARDING THE SECURITY

3.1 Quebec Security

- (1) For the purpose of providing security under the laws of Quebec, each Hypothecary Debtor has entered into or will enter into a Deed of Hypothec in favour of the Attorney, and each Hypothecary Debtor has issued or will issue a Bond under a Deed of Hypothec and has pledged or will pledge such Bond in favour of the Collateral Agent and the Secured Creditors pursuant to a Hypothec and Pledge of Bonds.
- (2) CIBC Mellon Trust Company has accepted its appointment as the *fondé de pouvoir* (i.e., the person holding the power of attorney) of the Bondholders. Each Secured Creditor, and each Representative on behalf of the Secured Creditors it represents, by executing a Credit Confirmation, confirms (a) the appointment of CIBC Mellon Trust Company as *fondé de pouvoir* for the Bondholders for all purposes of Article 2692 of the *Civil Code of Québec*, and (b) the appointment of the Collateral Agent as its mandatary under any Hypothec and Pledge of Bonds to hold any Bonds pledged thereunder in its name, for the benefit of the Secured Creditors.
- (3) Each party hereto agrees that, notwithstanding Section 32 of *An Act Respecting Special Powers of Legal Persons* (Québec), the Collateral Agent shall be entitled to act as Bondholder and to acquire and/or be the pledgee of any Bond or other title of indebtedness issued or to be issued under any Deed of Hypothec.

- (4) The Secured Creditors agree that they will issue Bondholder's Instruments only in accordance with the provisions hereof. Without limiting the generality of the foregoing, the Collateral Agent shall ensure that the proceeds of realization obtained by the Attorney are remitted to the Collateral Agent to be applied in accordance with the provisions hereof.

3.2 Further Assurances

Each Debtor acknowledges to and covenants with the Collateral Agent that:

- (a) it shall from time to time execute and deliver all such agreements, documents and other instruments, and do all such things and give all such assurances as, in the opinion of Counsel or the Required Secured Creditors, acting reasonably, are necessary or of advantage for validly creating, perfecting or preserving the Encumbrances granted or intended to be granted pursuant to this Agreement and the other Security Documents upon the Collateral, whether now owned or hereafter acquired by such Debtor, subject to Permitted Encumbrances;
- (b) it shall from time to time, after the occurrence of an Event of Default, execute and deliver all such agreements, documents and other instruments, and do all such things and give all such further assurances as the Collateral Agent may reasonably require for facilitating the enforcement of such Encumbrances and the realization of the Collateral and for exercising all of the powers, authorities and discretions conferred upon the Collateral Agent under this Agreement and under each other Security Document and for transferring to any purchaser of any such property, whether sold by the Collateral Agent pursuant to this Agreement or pursuant to any other Security Document or by judicial proceedings, title to the assets so sold, and it shall give all such notices and directions which the Collateral Agent may consider expedient; and
- (c) it shall, on the reasonable request from the Collateral Agent from time to time, deliver to the Collateral Agent such additional security documents and amend or supplement the Security Documents:
 - (i) to reflect any Change in Law; or
 - (ii) to facilitate the registration of appropriate forms of security documents against all Property subject to, or intended to be subject to, the Encumbrances granted or intended to be granted by the Security Documents; or
 - (iii) to facilitate the registration of the Security Documents in all applicable jurisdictions; or
 - (iv) if such Debtor amalgamates with or enters into a reorganization with any Person;

in each case in order to confer upon the Collateral Agent such Encumbrances with such priority as are intended to be granted by the Security Documents.

3.3 Registration

Each Debtor covenants and agrees with the Collateral Agent that to the extent possible prior to, and otherwise immediately after, the execution of any Security Document, it shall register, file or record, or cause to be registered, filed or recorded, each such Security Document in all registry offices in all registration divisions where such registration, filing or recording is necessary or of advantage in relation to the creation, perfection, preservation, enforcement or priority of the Encumbrances granted or created thereby as determined by Counsel or the Required Secured Creditors. Each Debtor shall cause, at the Borrower's expense, all Security Documents to be registered, filed, recorded and renewed in all offices in all jurisdictions where such registration, filing or recording is necessary or desirable for the creation, enforceability, perfection, priority, preservation and maintenance of the Security Documents or as the Required Secured Creditors, their Representatives, or Collateral Agent may from time to time reasonably require. The Debtors agree, jointly and severally, that they shall pay, or indemnify the Collateral Agent and the Secured Creditors against, any and all stamp duties, registration, filing and recordation fees and similar taxes or charges which may be payable or determined to be payable by the Collateral Agent or the Secured Creditors in connection with the execution, delivery, performance, registration or enforcement of any Security Document or any action taken under or transaction contemplated by any Security Document.

3.4 Final Discharge

Upon receipt by the Collateral Agent of a certificate from each Secured Creditor (or their respective Representatives) that:

- (a) all Obligations owing to it (and, as applicable, the Secured Creditors it represents) have been paid and satisfied in full in cash and that its commitments (or, as applicable, the Commitment of the Secured Creditors it represents) under the Financing Agreement to which it is a party have terminated; and
- (b) all other amounts owing to it (and, as applicable, the Secured Creditors it represents) under this Agreement and the other Security Documents have been paid and satisfied in full in cash;

the Collateral Agent shall, at the request and at the expense of the Borrower, execute and deliver to the Borrower (on behalf of each Debtor, to the extent applicable) such deeds or other instruments as shall be reasonably required to evidence the satisfaction and discharge of the Encumbrances granted by the Security Documents and to release or reconvey to each Debtor all Collateral released and discharged from such Encumbrances except those relating to the indemnification of the Collateral Agent or the Secured Creditors or which otherwise survive the termination of this Agreement.

3.5 Partial Discharge

In the case of:

- (a) a disposition of specifically identified Collateral (the "Transferred Property") which is permitted by the terms of each of the Financing Agreements of each of the Prevailing Secured Creditors and upon receipt by the Collateral Agent of an authorization and direction from each such Prevailing Secured Creditor or their Representatives; or
- (b) a disposition of Transferred Property other than a disposition referred to in Section 3.5(a) and upon receipt by the Collateral Agent of:
 - (i) a written request from a Debtor giving notice that the Transferred Property is to be sold by such Debtor and requesting that the Transferred Property be released from the Encumbrances granted by the Security Documents;
 - (ii) the written approval of the Prevailing Secured Creditors or their Representatives to the release, with or without conditions, of the Transferred Property from the Encumbrances granted by the Security Documents (other than pursuant to the exercise by the Collateral Agent of its remedies hereunder or under any other Security Documents following delivery of an Acceleration Notice and Direction); and
 - (iii) if applicable, satisfactory evidence that all conditions set out in any written approval of the Prevailing Secured Creditors have been met;

the Collateral Agent shall, at the expense of the Borrower, execute and deliver to such Debtor or Debtors such deeds or other instruments as shall be reasonably required to release or reconvey to such Debtor or Debtors all of the Transferred Property released and discharged from the Encumbrances granted by the Security Documents.

3.6 Funds Held by Collateral Agent

All cash that may at any time be deposited with or held by the Collateral Agent in accordance with the provisions of this Agreement shall be held by the Collateral Agent (or an Affiliate thereof) in the Province of Ontario and the securities representing Authorized Investments shall be held by the Collateral Agent (or an Affiliate thereof) in the Province of Ontario.

3.7 Use of Insurance

- (1) Unless otherwise specified in this Section 3.7, all proceeds of all-risk property insurance, commercial general liability insurance, business interruption insurance, automobile liability insurance and crime insurance policies and similar insurance policies, howsoever named or designated, maintained by or on behalf of each Debtor or Active Subsidiary (in each case, an "Insured Debtor") shall be paid to the

Collateral Agent to be applied by it Rateably on account of the Obligations. To the extent that any Deed of Hypothec provides for the application of insurance proceeds, the Collateral Agent shall direct the Attorney to deal with insurance proceeds in accordance with this Section 3.7.

- (2) Any third party insured claim, judgment, settlement or money compromise and any insured expenses associated with its defence or investigation associated with the operations of an Insured Debtor under commercial general liability insurance shall be paid first to any Person entitled to payment of such unpaid insured claim, judgment, settlement or money compromise and entitled to payment of such unpaid insured expenses and thereafter to the affected Insured Debtor. Proceeds of insurance covering loss of or damage to property in an amount up to Cdn. \$20,000,000 in aggregate over the term of this Agreement may be paid by the insurer directly to the affected Insured Debtor, provided that (a) if an Event of Default has occurred and is continuing or would result from such payment, then the payment shall be made to the Collateral Agent to be applied by it on account of the Obligations on a Rateable basis, and (b) if a Default (which is not also an Event of Default) has occurred and is continuing or would result from such payment, then such proceeds shall be held as set forth in Section 3.7(5) below and returned to the affected Insured Debtor if the Default is cured, but if an Event of Default subsequently occurs and is continuing, then such proceeds shall be applied Rateably on account of the Obligations. Subject to the rights of any holder of a Permitted Encumbrance that has priority over the Encumbrance of the Security Documents, proceeds paid to an Insured Debtor shall be used to substantially repair or replace the property in respect of which the insurance proceeds are payable (or to reimburse the Insured Debtor for payment it made for such purpose) within 12 months of the payment of such proceeds such that the property is returned to as good or better condition than it was in before the event occurred that caused the insurance proceeds to be paid. Any such proceeds in excess of \$20,000,000 in aggregate over the term of this Agreement which are not so utilized within any such 12 month period shall be paid by the applicable Insured Debtor to the Collateral Agent, and applied to reduce the principal amount of the Obligations on a Rateable basis.
- (3) Subject to the rights of any holder of a Permitted Encumbrance that has priority over the Encumbrance of the Security Documents, proceeds of insurance covering loss of or damage to property in an amount of Cdn. \$20,000,000 or more in aggregate over the term of this Agreement shall be paid to the Collateral Agent and shall be disbursed by the Collateral Agent to the affected Insured Debtor on conditions appropriate to a construction credit, to fund the repair or replacement of the property in respect of which the insurance proceeds are payable, provided that:
- (a) no Default or Event of Default has occurred and is continuing; and
 - (b) the Required Secured Creditors are satisfied, acting reasonably, that the proceeds of such insurance together with other resources available to such Insured Debtor (the use of which would not contravene this Agreement, any Financing Agreement, any other Security Document or any agreement to

- 32 -

which the applicable Insured Debtor is a party or is bound) are sufficient to substantially repair or replace the property in respect of which the insurance proceeds are payable within 12 months of the payment of such proceeds such that the property is returned to as good or better condition than it was in before the event occurred that caused the insurance proceeds to be paid, and such proceeds are used to substantially repair or replace the property in respect of which the insurance proceeds are payable within 12 months of the payment of such proceeds such that the property is returned to as good or better condition than it was in before the event occurred that caused the insurance proceeds to be paid.

If either of (a) or (b) above are not satisfied, such insurance proceeds shall be applied to reduce the principal amount of the Obligations on a Rateable basis.

- (4) The proceeds of business interruption insurance may be used to carry on the business of the applicable Insured Debtor as long as the Required Secured Creditors are satisfied, acting reasonably, that adequate provision has been made for payment of the Obligations, provided that (a) if an Event of Default has occurred and is continuing or would result from such payment, then the payment shall be made to the Collateral Agent to be applied by it on account of the Obligations on a Rateable basis, and (b) if a Default (which is not also an Event of Default) has occurred and is continuing or would result from such payment, then such proceeds shall be held as set forth in Section 3.7(5) below and returned to the affected Insured Debtor if the Default is cured, but if an Event of Default subsequently occurs and is continuing, then such proceeds shall be applied Rateably on account of the Obligations.
- (5) All insurance proceeds held by the Collateral Agent shall, unless and until the same are applied to payment of the Obligations as provided herein or released to the affected Insured Debtor, as the case may be, be held as Collateral pursuant to the Security Documents. The Collateral Agent shall place all such funds in an Authorized Investment as directed by the Required Secured Creditors with the interest thereon to accrue to the benefit of such Insured Debtor.

3.8 Sale Proceeds

- (1) Except as contemplated in Section 3.8(2), all proceeds of any sale or other disposition of any Property which are received prior to the occurrence of an Event of Default shall be applied in repayment of the Prevailing Secured Obligations to the extent required by and otherwise in accordance with the applicable Financing Agreements.
- (2) To the extent that two or more Financing Agreements relating to Prevailing Secured Obligations contain conflicting provisions which require that proceeds of a sale or other disposition of any Property be applied in repayment of Obligations under such Financing Agreements, such proceeds of sale or disposition received prior to the occurrence of an Event of Default shall be paid to the Collateral Agent and applied Rateably in payment of the Obligations under the Financing Agreements which contain the conflicting provisions.

- (3) Proceeds of sale or disposition received following the occurrence of an Event of Default shall be dealt with in accordance with Section 6.4.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties of Debtor

Each Debtor represents, warrants and covenants with the Collateral Agent and the Secured Creditors that:

- (a) it has the corporate power and authority to enter into, and perform its obligations under, this Agreement and each other Security Document to which it is a party;
- (b) it has good title to all personal or moveable Property and good and marketable title to all real or immoveable Property or leasehold interests therein owned or leased by it, free and clear from any Encumbrance, other than any Permitted Encumbrances, and no Person has any agreement with it or right to acquire an interest in any such Property;
- (c) from and after the date on which the relevant Security Document is delivered, such Security Document will constitute in favour of the Collateral Agent legal, valid and enforceable first ranking security upon all of its present and future Property (as owner or lessee), subject only to Permitted Encumbrances, the availability of equitable remedies, and the effect of bankruptcy, insolvency and similar laws affecting the rights of creditors generally and recognizing that certain Property, such as Permits and intellectual property, may not be susceptible to the creation of a security interest; and
- (d) Schedule E fully and fairly describes, as of the date of this Agreement, the locations of its head office (and chief executive office, if different) and the jurisdictions in which its freehold (or fee as the case may be) and leasehold real property and other Property (other than accounts receivable) is located.

4.2 Covenants

So long as any Obligations remain outstanding and all Financing Agreement have not been terminated, the Borrower and each of the Guarantors jointly and severally covenant with the Collateral Agent that it will:

- (a) do, observe and perform all of its obligations and all matters and things necessary or expedient and which may be legally done, observed and performed for the purposes of creating and maintaining the Encumbrances intended to result from the Security Documents as valid, effective and perfected first priority Encumbrances (subject only to Permitted Encumbrances) at all times;

- (b) notify the Collateral Agent and each Secured Creditor or its Representative in writing before the occurrence of any change of its head office or registered office or any principal place of business or if it acquires or owns any Property (other than accounts receivable) located in any jurisdiction other than the jurisdictions set out in Schedule E; and
- (c) cause any Person that becomes or is required to become a guarantor or an obligor under or in connection with any Financing Agreement to become bound by this Agreement by executing and delivering a supplement in the form of Schedule F.

4.3 Negative Covenants

So long as any Obligations remain outstanding, the Borrower and each of the Guarantors jointly and severally covenant with the Collateral Agent that none of them will:

- (a) create, incur or assume or suffer to exist or cause or permit any Encumbrance upon or in respect of any of its assets, except for Permitted Encumbrances; or
- (b) change its name or amalgamate with another corporation under a different name without giving prior written notice to the Collateral Agent of the new name and the date upon which such change of name or amalgamation is to take effect, and, subsequently providing the Collateral Agent with a notarial or certified copy of the articles of amendment or articles of amalgamation effecting the change of name.

4.4 Acknowledgement Regarding Powers of Attorney

If a party to this Agreement is represented by an attorney in connection with the execution and delivery of this Agreement and the relevant power of attorney is governed by the laws of a jurisdiction other than the laws of the Province of Ontario, each other party to this Agreement acknowledges and accepts that such other laws shall govern the existence and the extent of such attorney's authority.

4.5 Acknowledgement Regarding Dutch Parallel Debt

Each Secured Creditor hereby confirms, for the benefit of the Debtors, that it acknowledges and accepts the "parallel debt" provisions in the Security Documents governed by Dutch law.

4.6 Notice to Collateral Agent of Foreign Real Property Security

The Required Secured Creditors shall provide the Collateral Agent with prior written notice of their intention to require any Debtor to grant any Security Document which creates an Encumbrance on real property in a jurisdiction outside of Canada.

ARTICLE 5
RELATIVE RIGHTS AND PRIORITIES OF THE SECURED CREDITORS

5.1 Instructions to the Collateral Agent, etc.

- (1) Notwithstanding the rights of all Secured Creditors to benefit from the security created by the Security Documents, all decisions concerning the Security Documents and the enforcement thereof shall be made by:
 - (a) the Senior Secured Creditors (other than Hedging Secured Creditors and Cash Management Secured Creditors) or the Required Secured Creditors, as applicable, in accordance with the terms of this Agreement, at any time there are any Senior Obligations (other than Hedging Obligations and Cash Management Obligations) outstanding; and
 - (b) all the Hedging Secured Creditors and Cash Management Secured Creditors or the Required Secured Creditors, as applicable, in accordance with the terms of this Agreement, at any time there no Senior Obligations other than Hedging Obligations or Cash Management Obligations outstanding.
- (2) Notwithstanding any other provision hereof, no Hedging Secured Creditor or Cash Management Secured Creditor shall have any right to influence the Security Documents or the enforcement thereof as a result of holding Hedging Obligations or Cash Management Obligations as long as any Senior Obligations which are not Hedging Obligations or Cash Management Obligations remain outstanding.
- (3) Notwithstanding Section 5.1(2), the Obligations arising under Hedging Agreements and Cash Management Agreements shall continue to be secured by the Security Documents notwithstanding (a) the repayment in full of all Senior Obligations other than Hedging Obligations or Cash Management Obligations, (b) that a Hedging Secured Creditor or Cash Management Secured Creditor ceases to be, or ceases to have an Affiliate which is, a Senior Secured Creditor under a Financing Agreement which is not a Hedging Agreement or a Cash Management Agreement; or (c) any other event or circumstance, other than the payment in full of the Obligations in cash and the termination of each Hedging Agreement and Cash Management Agreement.
- (4) After the repayment in full of all Senior Obligations which are not Hedging Obligations or Cash Management Obligations, decisions concerning the Security Documents shall be made by the Hedging Secured Creditors and the Cash Management Secured Creditors in accordance with the terms of this Agreement.

5.2 Independent Action

Notwithstanding the rights of all Secured Creditors to benefit from the security created by the Security Documents, no Secured Creditor shall take any action to enforce any rights under any Security Document or against any Debtor other than as specifically permitted by this Agreement.

ARTICLE 6
DEFAULT AND ENFORCEMENT

6.1 Acceleration

Upon the occurrence and during the continuance of an Event of Default and following the receipt by the Collateral Agent of an Acceleration Notice and Direction issued by a Prevailing Secured Creditor, the Borrower and each Guarantor shall forthwith pay to the Collateral Agent for the benefit of the applicable Secured Creditors the principal, and unpaid interest accrued on and all other amounts due, under the Financing Agreements, and any moneys so received by the Collateral Agent shall be applied as provided in Section 6.4.

6.2 Remedies

- (1) Upon the occurrence and during the continuance of an Event of Default and the Collateral Agent having received from those Secured Creditors who have delivered an Acceleration Notice and Direction an indemnity satisfactory to it against all costs, expenses and liabilities that the Collateral Agent may incur and such funding or security for such indemnity as it may, in its sole discretion, deem appropriate, the Collateral Agent shall take such action and commence such proceedings as it is specifically directed or authorized to take by the Required Secured Creditors or as it deems expedient to protect and enforce its rights and the rights of the Secured Creditors under this Agreement and the other Security Documents and the Collateral Agent shall be entitled to exercise any remedy provided for in any of the Security Documents or to exercise and enforce any other rights and remedies provided by law or in equity; provided that (a) no single remedy herein conferred upon or reserved to the Collateral Agent by any Security Document is intended to be exclusive of any other remedy or remedies conferred by any Security Document, and each and every such remedy shall be cumulative; and (b) no delay or omission by the Collateral Agent in exercising any right or power hereunder or under any Security Document shall impair any such right or power or shall be construed to be a waiver of any Default or Event of Default or any acquiescence therein and every power and remedy given by this Agreement or any other Security Document to the Collateral Agent and the Secured Creditors, respectively, may, in accordance with the provisions of this Agreement, be exercised from time to time and as often as may be deemed expedient.
- (2) Subject to the prior written approval of the Required Secured Creditors, the Collateral Agent may:
- (a) grant extensions of time;
 - (b) take and perfect or abstain from taking and perfecting any Encumbrances;
 - (c) give up securities;
 - (d) accept compositions or compromises;

- 37 -

- (e) grant releases and discharges; and
- (f) release any part of the Collateral or otherwise deal with the Collateral as the Collateral Agent sees fit.

Any such occurrence shall not prejudice the liability of any Debtor or any other Person to the Collateral Agent or the rights of the Collateral Agent hereunder or under any other Security Document, whether or not such occurrence was approved by the Required Secured Creditors.

- (3) The Collateral Agent shall not be liable or responsible for any failure to seize, collect, realize or obtain payment with respect to the Collateral and, unless it has received a satisfactory indemnity and funding or security therefor, shall not be bound to institute proceedings or to take steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Collateral Agent, any Debtor or any other Person in respect of the Collateral.
- (4) Each Debtor shall cooperate with the Collateral Agent and shall facilitate by all legal means the actions of the Collateral Agent hereunder and shall not interfere with the Collateral Agent in carrying out the powers hereby granted to it. Each Debtor hereby irrevocably waives any right it may have now or in the future under any Applicable Law to make application to a court for the removal, replacement or discharge of the Collateral Agent except for cause.
- (5) In the exercise of any remedy herein contained, the Collateral Agent shall in no event be required to marshal the Encumbrances granted by the Security Documents or otherwise in favour of any other secured creditor of a Debtor, and each Debtor waives any right that it may have to require the Collateral Agent to so marshal security. Each Debtor further renounces all benefits of discussion and division.

6.3 Sale

The Collateral Agent or the Secured Creditors may become purchasers at any public or private sale of the Collateral, whether made under a power of sale provided for in this Agreement or pursuant to judicial proceedings.

6.4 Application of Proceeds of Realization of Security

- (1) Except as otherwise provided in this Agreement, by law, by order of a court or by the unanimous written consent of the Secured Creditors, the proceeds arising from the enforcement of any remedy provided for herein, including the carrying on of the business of the Debtors and the sale or other realization of the whole or any part of the Collateral, whether under any sale by the Collateral Agent or by judicial process or otherwise, shall be held by the Collateral Agent and, together with any other proceeds then or thereafter in the hands of the Collateral Agent available for the purpose, shall be applied by the Collateral Agent as follows:

- 38 -

- (a) firstly, to pay all amounts due to the Collateral Agent hereunder, including all costs and expenses, including legal fees and disbursements, in connection with any enforcement of the Encumbrances granted hereunder or under any other Security Document or any realization of the Collateral;
 - (b) secondly, to pay all Encumbrances on the Collateral ranking (or capable of ranking) in priority to the Encumbrances granted by the Security Documents or to keep in good standing any such prior Encumbrance, and to pay any and all sums required to preserve the Collateral or any Encumbrance granted by the Security Documents, if, in each case, the Collateral Agent has received a written direction to do so from the Required Secured Creditors;
 - (c) thirdly, to post cash collateral as security, Rateably, for any Obligations owed to the Senior Secured Creditors for which cash collateral is required to be posted under any applicable Financing Agreement, such cash collateral being used to pay such Obligations upon maturity thereof or being returned to the Collateral Agent and applied in accordance with this Section 6.4(1) should such Obligations expire without requirement of payment;
 - (d) fourthly, to pay Rateably all remaining Obligations which are owed to the Senior Secured Creditors; and
 - (e) fifthly, the surplus, if any, of such money shall be paid to such Debtors as may be entitled thereto under Applicable Law.
- (2) Whenever proceeds are to be applied by the Collateral Agent pursuant to the provisions of Section 6.4(1), monies shall be applied by the Collateral Agent at such times, and from time to time, as directed in writing by the Required Secured Creditors.
- (3) For purposes of Section 6.4(1), the Collateral Agent may rely, in the absence of manifest error, on a certificate of a Secured Creditor setting forth in detail the aggregate amount owing to it by a Debtor from time to time pursuant to the particular Financing Agreement.

6.5 Duty to Inquire

No Person dealing with the Collateral Agent, its agents or any receiver or receiver and manager appointed pursuant to this Agreement or a Security Document shall be concerned to inquire whether the powers which the Collateral Agent, its agents or any receiver or receiver and manager appointed pursuant to this Agreement or a Security Document is purporting to exercise have become enforceable, or whether any obligations, liabilities or indebtedness remain due with respect to the Security Documents, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or any other dealing by the Collateral Agent with the Collateral or any part thereof or to see to the application of any money paid to the Collateral Agent; and, in the absence of fraud on the part of such Person, such dealings shall be deemed to be

within the powers conferred on the Collateral Agent and to be valid and effective accordingly.

6.6 Termination of Proceedings

In case any proceedings taken by the Collateral Agent on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the Borrower, each Guarantor, the Collateral Agent and the Secured Creditors shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Collateral Agent shall continue as though no such proceeding had been taken.

6.7 Debtor Liable for Deficiency

Each Debtor shall, to the extent permitted by law (and notwithstanding any provision to the contrary in any Security Document), remain liable to the Collateral Agent and Secured Creditors for any deficiency after the proceeds of any sale, lease or disposition of the Collateral are received by the Collateral Agent and Secured Creditors.

6.8 Exclusion of Liability of Collateral Agent and Receiver

The Collateral Agent shall not, nor shall any receiver appointed by it, be liable for any failure, except by gross negligence or wilful misconduct, to exercise its rights, powers or remedies arising hereunder or otherwise, including any failure to take possession of, collect, enforce, realize, sell, lease or otherwise dispose of, preserve or protect the Collateral, to carry on all or any part of the business of a Debtor relating to the Collateral or to take any steps or proceedings for any such purposes. Neither the Collateral Agent nor any receiver appointed by it shall have any obligation to take any steps or proceedings to preserve rights against other parties to or in respect of the Collateral, including instruments, chattel paper or securities, whether or not in the possession of the Collateral Agent or the receiver, and neither the Collateral Agent nor any receiver appointed by it shall be liable for failure to do so, except by reason of its gross negligence or wilful misconduct. Subject to the foregoing, the Collateral Agent shall use reasonable care in the custody and preservation of the Collateral in its possession.

6.9 Notice of Sale

Unless required by law, neither the Collateral Agent nor any receiver appointed by it shall be required to give any Debtor any notice of intention to enforce security or notice of any sale, lease or other disposition of the Collateral, the date, time and place of any public sale of the Collateral or the date after which any private disposition of the Collateral is to be made.

6.10 No Challenge

Each Debtor and each Secured Creditor agrees (a) not to challenge the validity, perfection, priority or enforceability of any of the Obligations or any Financing Agreement or Security Document, and (b) that it shall not take any action whereby the priorities or relative priorities of the Secured Creditors to repayment of the Obligations are challenged, impaired or defeated.

**ARTICLE 7
MISCELLANEOUS**

7.1 Representations and Warranties of Secured Creditors

- (1) Each Secured Creditor which has executed a Credit Confirmation represents and warrants to each other Secured Creditor and the Collateral Agent that:
- (a) It is (i) a corporation duly organized, existing and in good standing under the laws of the jurisdiction of its incorporation, (ii) a chartered bank duly organized and existing under the laws of Canada, or (iii) a financial institution duly organized, existing and in good standing under the laws of the jurisdiction of its formation which has been licensed to carry on business in Canada under Schedule III of the *Bank Act* (Canada).
 - (b) It has all requisite power (corporate or otherwise) to own its property and conduct its business as now conducted and as presently contemplated.
 - (c) The execution, delivery and performance by such Secured Creditor of this Agreement has been authorized by all necessary proceedings (corporate or otherwise) and does not and will not contravene any provision of law, its charter or by-laws or any amendment thereof, or of any indenture, agreement, instrument or undertaking binding upon such Secured Creditor or its assets.
 - (d) The execution, delivery and performance by such Secured Creditor of this Agreement will result in a valid and legally binding obligation of such Secured Creditor enforceable against it in accordance with its terms.
 - (e) The Representative of such Secured Creditor (if applicable) has all requisite power and authority to act as representative of such Secured Creditor for all purposes hereof.
- (2) The Collateral Agent hereby represents and warrants to the Secured Creditors that:
- (a) The Collateral Agent is a trust company duly organized, validly existing, and in good standing under the laws of Canada.
 - (b) The Collateral Agent (i) has full power, authority and legal right to execute, deliver, and, subject to Section 2.16(1), perform this Agreement and (ii) has

taken all necessary action to authorize the execution, delivery, and, subject to Section 2.16(1), performance by it of this Agreement.

- (c) Subject to Section 2.16(1), the Collateral Agent has full power, authority and legal right to execute, deliver, and perform the Security Documents (excluding this Agreement) to which it is a party and has taken all necessary action to authorize the execution, delivery, and performance by it of the Security Documents (excluding this Agreement) to which it is a party.
- (d) This Agreement has been duly executed and delivered by the Collateral Agent.

7.2 Taxes

- (1) If any Debtor, the Collateral Agent or any Secured Creditor is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any Obligations, then (i) the sum payable shall be increased by that Debtor when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Collateral Agent or such Secured Creditor, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments been required, (ii) the Debtor shall make any such deductions required to be made by it under Applicable Law and (iii) the Debtor shall timely pay the full amount required to be deducted or paid to the relevant Governmental Authority in accordance with Applicable Law.
- (2) Without limiting the provisions of Section 7.2(1) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.
- (3) The Borrower shall indemnify the Collateral Agent and each Secured Creditor, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Collateral Agent or any such Secured Creditor and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Collateral Agent or a Secured Creditor, or by the Collateral Agent on its own behalf or on behalf of such a Secured Creditor, shall be conclusive absent manifest error.
- (4) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Debtor to a Governmental Authority, the Debtor shall deliver to the Collateral Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment.

- (5) Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any Financing Agreement shall, at the request of the Borrower, deliver to the Borrower (with a copy to the Collateral Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Collateral Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, (a) any Secured Creditor, if requested by the Borrower or the Collateral Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Collateral Agent as will enable the Borrower or the Collateral Agent to determine whether or not such Secured Creditor is subject to withholding or information reporting requirements, and (b) any such Secured Creditor that ceases to be, or to be deemed to be, resident in Canada for purposes of Part XIII of the *Income Tax Act* (Canada) or any successor provision thereto shall within five days thereof notify the Borrower and the Collateral Agent in writing.
- (6) For greater certainty, and without limiting the foregoing, the Collateral Agent shall not be responsible, and assumes no liability, for the payment of any Indemnified Taxes (including Other Taxes) arising from holding or acting on any Security Documents.
- (7) Without limiting Section 2.8(2), the Collateral Agent may retain legal Counsel and advisors, including in Canadian or applicable foreign jurisdictions, as may be reasonably required for the purpose of determining its rights and obligations under this Agreement and the Security Documents relating to the payment of Taxes arising therefrom, and may rely and act upon the advice of such Counsel or advisor. The Borrower, in accordance with Section 2.19, shall pay or reimburse the Collateral Agent for any reasonable fees, expenses and disbursements of such Counsel or advisors.
- (8) If the Collateral Agent or any Secured Creditor determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which a Debtor has paid additional amounts pursuant to this Section or that, because of the payment of such Taxes or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the Borrower or Debtor, as applicable, an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or Debtor under this Section with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Collateral Agent or such Secured Creditor, as the case may be, and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund). The Borrower or Debtor, as applicable, upon the request of the Collateral Agent or such Secured Creditor, agrees to repay the amount paid over to the Borrower or Debtor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Collateral Agent or such Secured Creditor if the Collateral Agent or such Secured Creditor is

required to repay such refund or reduction to such Governmental Authority. This Section shall not be construed to require the Collateral Agent or any Secured Creditor to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

(9) The provisions of this Section 7.2 shall survive the termination of this Agreement.

7.3 Paramountcy

In the event of any conflict or inconsistency between this Agreement and any Financing Agreement, the provisions of this Agreement shall govern and prevail to the extent required to resolve the conflict or inconsistency.

7.4 Amendments, etc.

No amendment, supplement or waiver of any provision of this Agreement, nor any consent hereunder, shall in any event be effective unless it is in writing, makes express reference to the provision affected thereby and is signed by the Collateral Agent, each Secured Creditor or its Representative and, if the proposed amendment, supplement or waiver affects the obligations of a Debtor hereunder, such Debtor.

7.5 Actions on Days Other than Business Days

Except as otherwise specifically provided herein or in any Financing Agreement, where any payment is required to be made or any other action is required to be taken on a particular day and such day is not a Business Day and, as a result, such payment cannot be made or action cannot be taken on such day, then such payment shall be made or such action shall be taken on the first Business Day after such day.

7.6 Cooperation; Accountings

Each Secured Creditor shall, upon the reasonable request of another Secured Creditor or the Collateral Agent, from time to time execute and deliver or cause to be executed and delivered such further instruments, and do and cause to be done such further acts as may be necessary or proper to carry out more effectively the provisions of this Agreement. Each Secured Creditor agrees to provide to each other and to the Collateral Agent upon reasonable request a statement of all Obligations owing to such Secured Creditor and of all payments received in respect of such Obligations.

7.7 Termination of this Agreement

Upon the full repayment in cash of all Obligations owing to a Secured Creditor, and, in the case of a Secured Creditor that has provided a revolving loan or credit, after the termination of such Secured Creditor's rateable share of the commitment to provide such loan or credit, such Secured Creditor shall cease to be a party to this Agreement without any further formality; and upon the full repayment in cash of all Obligations owing to all Secured Creditors, and, in the case of Secured Creditors that have

provided a revolving loan or credit, after the termination of all such Secured Creditors' commitments to provide such loans or credit, this Agreement shall be terminated; provided however, that if all or any part of any payments to such Secured Creditor are invalidated or set aside or required to be repaid to any Person in any bankruptcy or insolvency proceeding or otherwise, then this Agreement shall continue in full force and effect to the extent of the Obligations so invalidated, set aside or repaid.

7.8 Power of Attorney

Effective upon the occurrence and during the continuance of an Event of Default, each Debtor hereby irrevocably appoints the Collateral Agent as its attorney, with full power of substitution, in the name and on its behalf, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as such Debtor has herein agreed to execute, deliver or do or as may be required by the Collateral Agent or any receiver to give effect to this Agreement or in the exercise of any rights, powers or remedies hereby conferred on the Collateral Agent, and generally to use the name of such Debtor in the exercise of all or any of the rights, powers or remedies hereby conferred on the Collateral Agent. This appointment, coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of such Debtor or for any other reason.

7.9 Notices

Any notice or communication to be given under this Agreement may be effectively given by delivering (whether by courier or personal delivery) the same at the addresses set out on the signature pages of this Agreement or in any supplement hereto or, in the case of the Secured Creditors, the signature pages of the applicable Credit Confirmation or by sending the same by facsimile or prepaid registered mail, by personal delivery or by courier to the parties at such addresses, provided that, a notice or communication to a Secured Creditor represented by a Representative shall be validly given if given to the Representative in accordance with this Section 7.9 and a notice or communication to Guarantor shall be validly given if given to the Borrower in accordance with this Section 7.9. The address for notice of a Hedging Secured Creditor or a Cash Management Secured Creditor which is, or is an Affiliate of, a Secured Creditor under another Financing Agreement shall be (unless otherwise provided in a Credit Confirmation) the same as such Secured Creditor under the other Financing Agreement. Any notice so mailed shall be deemed to have been received on the fifth Business Day next following the mailing of such notice, provided that normal postal service is not interrupted for any reason during such time. Any facsimile notice shall be deemed to have been received on transmission (and receipt of confirmation of transmission) if sent during normal business hours on a Business Day and, if not, on the next Business Day following transmission. Any notice sent by personal delivery or by courier shall be deemed to be received upon delivery, if delivered during normal business hours on a Business Day and, if not, on the next Business Day following delivery. Any party may from time to time notify the other parties, in accordance with the provisions of this Section, of any change of its address

which after such notification, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

7.10 Counterparts and Facsimile

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any party to this Agreement by facsimile transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

7.11 Invalidity, etc.

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.

7.12 Governing Law

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

7.13 Jurisdiction

Each Debtor agrees, and the Collateral Agent agrees for itself and on behalf of each Secured Creditor, that any legal action or proceeding with respect to this Agreement may be brought by the Collateral Agent in the courts of the Province of Ontario and each party to this Agreement irrevocably attorns to the non-exclusive jurisdiction of such courts. Nothing in this Section 7.13 shall affect the right of the Collateral Agent to take any legal action, bring proceedings or enforce any judgment obtained against any Debtor in any jurisdiction in which any Collateral may be situate or in any other jurisdiction, or to enforce any rights hereunder against any Collateral in any such jurisdiction.

7.14 Judgment

- (1) If, for the purposes of obtaining judgment in any court, it is necessary to convert all or any part of the Obligations or any other amount due to the Collateral Agent or any Secured Creditor under this Agreement in any currency (the "**Original Currency**") into another currency (the "**Second Currency**"), the parties to this Agreement, to the fullest extent that they may effectively do so, agree that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Collateral Agent or the appropriate Secured Creditor, as the case may be, could purchase the Original Currency with the Second Currency on the Business Day preceding that on which final judgement is rendered.

- (2) The obligations of any Debtor in respect of any sum due in the Original Currency from it to the Collateral Agent or any Secured Creditor shall, notwithstanding any judgement in any Second Currency, be discharged only to the extent that on the Business Day following receipt by the Collateral Agent of any sum adjudged to be so due in such Second Currency, the Collateral Agent or the appropriate Secured Creditor, as the case may be, may, in accordance with its normal banking procedures, purchase the Original Currency with such Second Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Collateral Agent or a Secured Creditor in the Original Currency, each Debtor agrees, as a separate obligation and notwithstanding any such judgement, to indemnify the Collateral Agent or Secured Creditor, as the case may be, against such loss, and if the amount of the Original Currency so purchased exceeds the sum originally due to the Collateral Agent or such Secured Creditor in the Original Currency, the Collateral Agent agrees to remit such excess to the applicable Debtor.
- (3) The provisions of this Section 7.14 shall survive termination of this Agreement.

7.15 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties to this Agreement and their respective successors and permitted assigns, and with respect to any Representative that is a party to this Agreement, the Secured Creditors from time to time for which it is the Representative.

7.16 Provisions Operative Between Secured Creditors and Collateral Agent Only

The provisions of Article 2, Section 4.6, Article 5 and Section 6.4 relating to the rights and obligations of the Secured Creditors and the Collateral Agent *inter se* shall be operative between the Secured Creditors and the Collateral Agent only, and no Debtors shall have any rights under or be entitled to rely for any purpose upon any such provision.

7.17 Consent to Disclosure

The Debtors consent to the disclosure between and among the Secured Creditors and Collateral Agent of information and documents relating to the Debtors and the Collateral.

[EXECUTION PAGES FOLLOW]

SCHEDULE A
FORM OF ACCELERATION NOTICE AND DIRECTION

TO: CIBC MELLON TRUST COMPANY
[Address]

Reference is made to the Intercreditor and Collateral Agency Agreement made as of October 13 2005 (the "Intercreditor and Collateral Agency Agreement") between CanWest MediaWorks Inc., as borrower, the Persons who are, and from time to time become, parties thereto as Guarantors, CIBC Mellon Trust Company, as Collateral Agent, and the Persons who are, and from time to time become, parties thereto as Secured Creditors.

Reference is also made to *[insert description of credit or loan agreement, hedging arrangement or cash management agreement]* (the "Financing Agreement").

Pursuant to Section 2.6 of the Intercreditor and Collateral Agency Agreement, the undersigned, *[insert description of person giving the notice, for instance, being the sole Senior Secured Creditor/being all of the Senior Secured Creditors/being the Representative on behalf of the Senior Secured Creditors/being a Hedging Secured Creditor, being a Cash Management Secured Creditor, etc.]* under the Financing Agreement, hereby give(s) you notice that *[an]* Event[s] of Default *[has/have]* occurred under the Financing Agreement, namely that *[Insert description of Event(s) of Default]*.

As a consequence of such Event[s] of Default, the undersigned *[insert description of manner by which Obligations have become due and payable, for instance "declared all Obligations under the Financing Agreement to be immediately due and payable"/"terminated its Financing Agreement with the effect that the amount of \$ is now immediately due and payable", etc.]*

[As at the date hereof, there are no Senior Obligations outstanding other than Obligations owed to Hedging Secured Creditors and/or Cash Management Secured Creditors.] [To be included where a Hedging Secured Creditor or Cash Management Secured Creditor sends notice.]

As a consequence of the occurrence of the foregoing Event[s] of Default, the undersigned hereby directs you to exercise the following remedies under the following Security Documents:

[Insert description of applicable Security Documents and remedies to be exercised.]

The undersigned hereby certifies to you that on the date hereof the principal amount[, and interest and other amounts,] outstanding under the Financing Agreement is \$[●].

Capitalized terms used but not otherwise defined herein have the respective meanings assigned to them in the Intercreditor and Collateral Agency Agreement.

DATED this [●] day of [●], 20[●].

[NAME OF SECURED CREDITOR]

By: _____
Name:
Title:

And: _____
Name:
Title:

SCHEDULE B
SECURITY DOCUMENTS

1. DOCUMENTS RELATING TO CANWEST MEDIAWORKS INC.

- Omnibus General Security Agreement made as of 13 October 2005 (the "**Omnibus General Security Agreement**") by the Debtors (other than CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited, CanWest Ireland Sales Limited, CGS Debenture Holding (Netherlands) B.V., CGS International Holdings (Netherlands) B.V., CGS Shareholding (Netherlands) B.V., CGS NZ Radio Shareholding (Netherlands) B.V. and CGS NZ TV Shareholding (Netherlands) B.V.) in favour of the Collateral Agent
- Omnibus Assignment of Insurance made as of 13 October 2005 (the "**Omnibus Assignment of Insurance**") by the Debtors (other than CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited, CanWest Ireland Sales Limited, CGS Debenture Holding (Netherlands) B.V., CGS International Holdings (Netherlands) B.V., CGS Shareholding (Netherlands) B.V., CGS NZ Radio Shareholding (Netherlands) B.V. and CGS NZ TV Shareholding (Netherlands) B.V.) in favour of the Collateral Agent
- Omnibus Securities Pledge Agreement dated as of 13 October 2005 (the "**Omnibus Securities Pledge Agreement**") made by the Borrower, CanWest Global Communications Corp., CanWest International Communications Inc., CanWest MediaWorks Ireland Holdings, Fox Sports World Canada Holdco Inc., Lonestar Holdco Inc., RetroVista Holdco Inc., Xtreme Sports Holdco Inc., National Post Holdings Ltd. and GTNQ Holdings Inc. in favour of the Collateral Agent together with all related share certificates, powers of attorney, unit certificates, transfer forms, consents and consents and waivers
- Securities Pledge Agreement dated as of 13 October 2005 between the Borrower and CanWest Ireland Nominee Limited in favour of the Collateral Agent in respect of the pledge of the shares of CanWest MediaWorks Ireland Holdings together with all related share certificates, powers of attorney and transfer forms
- Note Pledge Agreement made as of 13 October 2005 by the Borrower in favour of the Collateral Agent together with all related notes, powers of attorney and transfer forms
- Omnibus Intellectual Property Security Agreement dated as of 13 October 2005 ("**Omnibus Intellectual Property Security Agreement**") made by the Borrower, CanWest Global Communications Corp., and The National Post Company in favour of the Collateral Agent
- Omnibus Confirmation of Intellectual Property Security in Trade-Marks dated as of 13 October 2005 ("**Omnibus Confirmation of Intellectual Property Security**") made by the Borrower, CanWest Global Communications Corp., and The National Post Company in favour of the Collateral Agent

- 2 -

- \$3,000,000,000 Demand Debenture made as of 13 October 2005 by the Borrower in favour of the Collateral Agent
 - Deed of Hypothec and Issue of Mortgage Bonds dated as of 13 October 2005 between the Borrower and CIBC Mellon Trust Company, as Fondé de Pouvoir, executed before Notary
 - 25% Mortgage Demand Bond No. 1 in the amount of \$3,000,000,000 dated as of 13 October 2005 issued by the Borrower to the Collateral Agent under the Deed of Hypothec and Issue of Mortgage Bonds
 - Hypothec and Pledge of Bonds dated as 13 October 2005 among the Borrower, the Collateral Agent and the Secured Parties (named therein) in respect of the 25% Mortgage Demand Bond in the amount of \$3,000,000,000.
 - Movable Hypothec and Pledge dated as of 13 October 2005 among the Borrower, the Collateral Agent, and the Secured Creditors (defined therein) with respect to a portion of the Borrower's interest in Global Television Network Quebec Limited Partnership together with all powers of attorney, unit certificates, transfer forms, consents and consents and waivers
 - Assignment of Material Agreements dated as of 13 October 2005 by the Borrower in favour of the Collateral Agent
 - ULC Share Charge (Ireland) made as of 13 October 2005 by the Borrower and CanWest Ireland Nominee Limited in favour of the Collateral Agent in respect of the pledge of the shares of CanWest MediaWorks Ireland Holdings together with related share certificates, powers of attorney, stock transfer forms, shareholder letters of authority, director/secretary letters of authority and resignation letters
 - Composite Share Charge (Ireland) made as of 13 October 2005 by the Borrower in respect of pledge of shares of CanWest Ireland Nominee Limited, CanWest International Distribution Limited and CanWest Ireland Sales Limited in favour of the Collateral Agent together with related share certificates, powers of attorney, stock transfer forms, shareholder letters of authority, director/secretary letters of authority and resignation letters
2. **DOCUMENTS RELATING TO CANWEST GLOBAL COMMUNICATIONS CORP.**
- Omnibus Guarantee (Ontario) made as of 13 October 2005 (the "Omnibus Guarantee (Ontario)") by the Guarantors (other than CanWest Global Broadcasting Inc., CanWest Finance Inc., Global Television Network Quebec Limited Partnership, CanWest International Distribution Limited, CanWest Mediaworks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited) in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and the other Secured Parties (as defined therein)

- Omnibus General Security Agreement
- Omnibus Assignment of Insurance
- Omnibus Securities Pledge Agreement, together with all related share certificates, powers of attorney and transfer forms
- Omnibus Intellectual Property Security Agreement
- Omnibus Confirmation of Intellectual Property Security

3. **DOCUMENTS RELATING TO NATIONAL POST HOLDINGS LTD.**

- Omnibus Guarantee (Ontario)
- Omnibus General Security Agreement
- Omnibus Assignment of Insurance
- Omnibus Securities Pledge Agreement together with all related powers of attorney, unit certificates, transfer forms, consents and consents and waivers

4. **DOCUMENTS RELATING TO GTNQ HOLDINGS INC.**

- Omnibus Guarantee (Ontario)
- Omnibus General Security Agreement
- Omnibus Assignment of Insurance
- Omnibus Securities Pledge Agreement together with all related powers of attorney, unit certificates, transfer forms, consents and consents and waivers
- Movable Hypothec and Pledge dated as of 13 October 2005 among GTNQ Holdings Inc., the Collateral Agent, and the Secured Creditors (defined therein) with respect to the unit certificate representing GTNQ Holdings Inc.'s interest in Global Television Network Quebec Limited Partnership together with all powers of attorney, unit certificates and transfer forms

5. **DOCUMENTS RELATING TO MULTISOUND PUBLISHERS LTD.**

- Omnibus Guarantee (Ontario)
- Omnibus General Security Agreement
- Omnibus Assignment of Insurance

6. **DOCUMENTS RELATING TO WESTERN COMMUNICATIONS INC.**

- 4 -

- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
7. **DOCUMENTS RELATING TO ONTV HOLDINGS INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
8. **DOCUMENTS RELATING TO BCTV HOLDINGS INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
9. **DOCUMENTS RELATING TO CHEK HOLDINGS INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
10. **DOCUMENTS RELATING TO CHBC HOLDINGS INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
11. **DOCUMENTS RELATING TO 3629368 CANADA INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
12. **DOCUMENTS RELATING TO WIC TELEVISION PRODUCTION SUB INC.**

- 5 -

- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
13. **DOCUMENTS RELATING TO 3919056 CANADA LTD.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
14. **DOCUMENTS RELATING TO FOX SPORTS WORLD CANADA HOLDCO INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
 - Omnibus Securities Pledge Agreement together with all related powers of attorney, unit certificates, transfer forms, consents and consents and waivers
15. **DOCUMENTS RELATING TO LONESTAR HOLDCO INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
 - Omnibus Securities Pledge Agreement together with all related powers of attorney, unit certificates, transfer forms, consents and consents and waivers
16. **DOCUMENTS RELATING TO RETROVISTA HOLDCO INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
 - Omnibus Securities Pledge Agreement together with all related powers of attorney, unit certificates, transfer forms, consents and consents and waivers

17. **DOCUMENTS RELATING TO XTREME SPORTS HOLDCO INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
 - Omnibus Securities Pledge Agreement together with all related powers of attorney, unit certificates, transfer forms, consents and consents and waivers
18. **DOCUMENTS RELATING TO MBS PRODUCTIONS INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
19. **DOCUMENTS RELATING TO GLOBAL CENTRE INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
20. **DOCUMENTS RELATING TO YELLOW CARD PRODUCTIONS INC.**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
21. **DOCUMENTS RELATING TO FOX SPORTS WORLD CANADA PARTNERSHIP**
- Omnibus Guarantee (Ontario)
 - Omnibus General Security Agreement
 - Omnibus Assignment of Insurance
22. **DOCUMENTS RELATING TO LONESTAR PARTNERSHIP**
- Omnibus Guarantee (Ontario)

- Omnibus General Security Agreement

- Omnibus Assignment of Insurance

23. DOCUMENTS RELATING TO DEJA VIEW PARTNERSHIP

- Omnibus Guarantee (Ontario)

- Omnibus General Security Agreement

- Omnibus Assignment of Insurance

24. DOCUMENTS RELATING TO XTREME SPORTS PARTNERSHIP

- Omnibus Guarantee (Ontario)

- Omnibus General Security Agreement

- Omnibus Assignment of Insurance

25. DOCUMENTS RELATING TO THE NATIONAL POST COMPANY

- Omnibus Guarantee (Ontario)

- Omnibus General Security Agreement

- Omnibus Assignment of Insurance

- Omnibus Intellectual Property Security Agreement

- Omnibus Confirmation of Intellectual Property Security

- Deed of Hypothec dated as of 13 October 2005 between the Borrower and National Post Holdings Ltd., as partners of The National Post Company in favour of CIBC Mellon Trust Company, as Fondé de Pouvoir, executed before Notary

26. DOCUMENTS RELATING TO CANWEST GLOBAL BROADCASTING INC.

- Omnibus Guarantee (Quebec) made as of 13 October 2005, by CanWest Global Broadcasting Inc., CanWest Finance Inc., and Global Television Network Quebec Limited Partnership in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and the other Secured Parties (as defined therein)

- Omnibus General Security Agreement

- Omnibus Assignment of Insurance

- Deed of Hypothec and Issue of Mortgage Bonds dated 13 October 2005 between CanWest Global Broadcasting Inc. and CIBC Mellon Trust Company, as Fondé de Pouvoir executed before Notary
- 25% Demand Mortgage Bond No.1 in the principal amount of \$3,000,000,000 dated as of 13 October 2005 made by CanWest Global Broadcasting Inc. in favour of the Collateral Agent under the Deed of Hypothec and Issue of Mortgage Bonds
- Hypothec and Pledge of Bonds dated as of 13 October 2005 between CanWest Global Broadcasting Inc. and Collateral Agent in respect of 25% Demand Mortgage Bond in the amount of \$3,000,000,000

27. **DOCUMENTS RELATING TO CANWEST FINANCE INC.**

- Omnibus Guarantee (Quebec) made as of 13 October 2005, by CanWest Global Broadcasting Inc., CanWest Finance Inc., and Global Television Network Quebec Limited Partnership in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and the other Secured Parties (as defined therein)
- Omnibus General Security Agreement
- Omnibus Assignment of Insurance
- Deed of Hypothec and Issue of Mortgage Bonds dated 13 October 2005 between CanWest Finance Inc. and CIBC Mellon Trust Company, as Fondé de Pouvoir executed before Notary
- 25% Demand Mortgage Bond No.1 in the principal amount of \$3,000,000,000 dated as of 13 October 2005 made by CanWest Finance Inc. in favour of the Collateral Agent under the Deed of Hypothec and Issue of Mortgage Bonds
- Hypothec and Pledge of Bonds dated as of 13 October 2005 between CanWest Finance Inc. and Collateral Agent in respect of 25% Demand Mortgage Bond in the amount of \$3,000,000,000

28. **DOCUMENTS RELATING TO GLOBAL TELEVISION NETWORK QUEBEC LIMITED PARTNERSHIP**

- Omnibus Guarantee (Quebec) made as of 13 October 2005, by CanWest Global Broadcasting Inc., CanWest Finance Inc., and Global Television Network Quebec Limited Partnership in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and the other Secured Parties (as defined therein)
- Omnibus General Security Agreement
- Omnibus Assignment of Insurance

- 9 -

- Deed of Hypothec and Issue of Mortgage Bonds dated 13 October 2005 between Global Television Network Quebec Limited Partnership, represented by the Borrower, in its capacity as general partner, and CIBC Mellon Trust Company, as Fondé de Pouvoir, executed before Notary
- 25% Demand Mortgage Bond No. 1 in the principal amount of \$3,000,000,000 dated as of 13 October 2005 made by Global Television Network Quebec Limited Partnership, represented by the Borrower, in its capacity as general partner, in favour of the Collateral Agent under the Deed of Hypothec and Issue of Mortgage Bonds
- Hypothec and Pledge of Bonds dated as of 13 October 2005 made by Global Television Network Quebec Limited Partnership, represented by the Borrower, in its capacity as general partner, in respect of 25% Demand Mortgage Bond in the amount of \$3,000,000,000.

29. DOCUMENTS RELATING TO CANWEST INTERNATIONAL COMMUNICATIONS INC.

- Omnibus Guarantee (Ontario)
- Omnibus General Security Agreement
- Omnibus Assignment of Insurance
- Omnibus Securities Pledge Agreement together with all related share certificates, powers of attorney and transfer forms
- Statements of charge dated as of 13 October 2005 with respect to each security document made by CanWest International Communications Inc. in favour of the Collateral Agent

30. DOCUMENTS RELATING TO CANWEST IRISH HOLDINGS (BARBADOS) INC.

- Omnibus Guarantee (Ontario)
- Omnibus General Security Agreement
- Omnibus Assignment of Insurance
- Statements of charge dated as of 13 October 2005 with respect to each security document made by CanWest Irish Holdings (Barbados) Inc. in favour of the Collateral Agent

31. DOCUMENTS RELATING TO CANWEST INTERNATIONAL MANAGEMENT INC.

- Omnibus Guarantee (Ontario)
- Omnibus General Security Agreement

- 10 -

- Omnibus Assignment of Insurance
- Statements of charge dated as of 13 October 2005 with respect to each security document made by CanWest International Management Inc. in favour of the Collateral Agent

32. DOCUMENTS RELATING TO CANWEST IRELAND NOMINEE LIMITED

- Composite Guarantee (Ireland) made as of 13 October 2005, by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and other other Secured Parties (as defined therein)
- Composite Debenture (Ireland) made as of 13 October 2005 by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of the Collateral Agent
- Securities Pledge Agreement dated as of 13 October 2005 between the Borrower and CanWest Ireland Nominee Limited in respect of the pledge of the shares of CanWest MediaWorks Ireland Holdings in favour of the Collateral Agent together with all related share certificates, powers of attorney, transfer forms and consents
- ULC Share Charge (Ireland) made as of 13 October 2005 by the Borrower and CanWest Ireland Nominee Limited in respect of the pledge of the shares of CanWest MediaWorks Ireland Holdings in favour of the Collateral Agent together with related share certificates, powers of attorney, stock transfer forms, shareholder letters of authority, director/secretary letters of authority and resignation letter

33. DOCUMENTS RELATING TO CANWEST MEDIAWORKS IRELAND HOLDINGS

- Composite Guarantee (Ireland) made as of 13 October 2005, by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and other other Secured Parties (as defined therein)
- Composite Debenture (Ireland) made as of 13 October 2005 by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of the Collateral Agent
- Omnibus Securities Pledge Agreement together with all related share certificates, powers of attorney and transfer forms
- Share Charge Agreement (Ireland) made as of 13 October 2005 by CanWest MediaWorks Ireland Holdings in favour of the Collateral Agent in respect of the pledge of the shares in CanWest MediaWorks (NZ) Limited together with all related share

certificates, stock transfer forms, shareholder letters of authority, directory/secretary letters of authority and resignation letters

- Specific Security Deed (New Zealand) made as of 13 October 2005 by CanWest MediaWorks Ireland Holdings in favour of the Collateral Agent in respect of the shares of CanWest MediaWorks (NZ) Limited together with all related share certificates, share transfer forms, FIN cancellation forms and substantial security holder notices

34. DOCUMENTS RELATING TO CANWEST INTERNATIONAL DISTRIBUTION LIMITED

- Composite Guarantee (Ireland) made as of 13 October 2005, by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and other other Secured Parties (as defined therein)
- Composite Debenture (Ireland) made as of 13 October 2005 by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of the Collateral Agent

35. DOCUMENTS RELATING TO CANWEST IRELAND SALES LIMITED

- Composite Guarantee (Ireland) made as of 13 October 2005, by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of The Bank of Nova Scotia, as administrative agent, for and on behalf of the benefit of itself and other other Secured Parties (as defined therein)
- Composite Debenture (Ireland) made as of 13 October 2005 by CanWest International Distribution Limited, CanWest MediaWorks Ireland Holdings, CanWest Ireland Nominee Limited and CanWest Ireland Sales Limited in favour of the Collateral Agent

36. DOCUMENTS RELATING TO CGS DEBENTURE HOLDING (NETHERLANDS) B.V.

- Omnibus Guarantee (Ontario)
- Note Pledge Agreement made as of 13 October 2005 by CGS Debenture Holding (Netherlands) B.V. in favour of the Collateral Agent in respect to the pledge of the original subordinated participating debentures in The Ten Group Pty Limited, together with all related notes, powers of attorney and transfer forms
- Deed of Moveable Assets, Receivables and Intellectual Property (Netherlands) made as of 13 October 2005 by CGS Debenture Holding (Netherlands) B.V. in favour of the Collateral Agent

37. DOCUMENTS RELATING TO CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.

- Omnibus Guarantee (Ontario)
- Deed of Moveable Assets, Receivables and Intellectual Property (Netherlands) made as of 13 October 2005 by CGS International Holdings (Netherlands) B.V. in favour of the Collateral Agent
- Deed of Pledge of Shares (Netherlands) made as of 13 October 2005 by CGS International Holdings (Netherlands) B.V. in favour of the Collateral Agent respecting the pledge of the shares of CGS Shareholding (Netherlands) B.V., CGS Debenture Holding (Netherlands) B.V., CGS NZ Radio Shareholding (Netherlands) B.V., and CGS NZ TV Shareholding (Netherlands) B.V.

38. DOCUMENTS RELATING TO CGS SHAREHOLDING (NETHERLANDS) B.V.

- Omnibus Guarantee (Ontario)
- Securities Pledge Agreement (Ontario) dated as of 13 October 2005 made by CGS Shareholding (Netherlands) B.V. in favour of the Collateral Agent respecting the pledge of the shares of The Ten Group Pty Limited, together with all related share certificates, powers of attorney and transfer forms
- Note Pledge Agreement made as of 13 October 2005 by CGS Shareholding (Netherlands) B.V. in favour of the Collateral Agent respecting the pledge of the Convertible Debentures of The Ten Group Pty Limited, together with all related notes, powers of attorney and transfer forms
- Deed of Moveable Assets, Receivables and Intellectual Property (Netherlands) made as of 13 October 2005 by CGS Shareholding (Netherlands) B.V. in favour of the Collateral Agent

39. DOCUMENTS RELATING TO CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.

- Omnibus Guarantee (Ontario)
- Deed of Moveable Assets, Receivables and Intellectual Property (Netherlands) made as of 13 October 2005 by CGS NZ Radio Shareholding (Netherlands) B.V. in favour of the Collateral Agent

40. DOCUMENTS RELATING TO CGS NZ TV SHAREHOLDING (NETHERLANDS) B.V.

- Omnibus Guarantee (Ontario)

- 13 -

- Deed of Moveable Assets, Receivables and Intellectual Property (Netherlands) made as of 13 October 2005 by CGS NZ TV Shareholding (Netherlands) B.V. in favour of the Collateral Agent

SCHEDULE C
SPECIFIC PERMITTED ENCUMBRANCES

Nil.

SCHEDULE D
FORM OF CREDIT CONFIRMATION

Date: [●]

Credit Confirmation Number [●]

This Credit Confirmation is made as of the [●] day of [●], 20[●] between _____
[insert names of all existing Secured Creditors] (collectively, the "Existing Secured Creditors"), [_____, [insert names of all new Secured Creditors] (collectively, the "New Senior Secured Creditors")], OR [_____, [insert name of agent (or similar) under the New Facility Agreement (as defined below)], (the "New Senior Representative")], the Debtors and CIBC Mellon Trust Company, as Collateral Agent.

RECITALS:

- A. The Debtors have entered into or become bound by an intercreditor and collateral agency agreement made as of 13 October 2005 with CIBC Mellon Trust Company, as Collateral Agent, and such Persons as may from time to time be or become parties to such agreement as Secured Creditors (the "Intercreditor and Collateral Agency Agreement").
- B. The [insert description of applicable Borrower and other Debtors] has/have entered [or will enter] into [from time to time] a [insert description of new loan/credit agreement or other Financing Agreement] with, *inter alia*, [the New Senior Secured Creditor(s) and/or the New Senior Representative] dated as of [●] (as amended, supplemented or restated from time to time, the "New Financing Agreement").
- C. Capitalized terms used but not otherwise defined herein have the meanings defined in the Intercreditor and Collateral Agency Agreement.
- D. By virtue of the Intercreditor and Collateral Agency Agreement, each Person who is from time to time a lender or creditor under a Financing Agreement specified in a Credit Confirmation, and their respective Representatives, becomes a Secured Creditor under the Intercreditor and Collateral Agency Agreement.

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which are acknowledged by each party hereto, and intending to be legally bound hereby:

1. Each Existing Secured Creditor, each Debtor and [each/the New Senior Secured Creditor(s) OR the New Senior Representative] confirms the accuracy of the Recitals set forth above.
2. Each of the Collateral Agent, the Existing Secured Creditors, the Debtors and [the New Senior Secured Creditor(s) OR the New Senior Representative] confirms and agrees, for the purposes of the Intercreditor and Collateral Agency Agreement and all Security Documents, that the New Financing Agreement and each other Financing Agreement delivered pursuant to or in connection with the New Financing Agreement is (a) a

- 2 -

Financing Agreement under which Senior Obligations are and will be owing from time to time, and (b) hereby designated as a "Senior Financing Agreement".

3. [Each/The New Senior Secured Creditor(s) OR The New Senior Representative] acknowledges that it has received a copy of, and has reviewed, the Intercreditor and Collateral Agency Agreement, the Financing Agreement(s) and the Security Documents in existence immediately prior to the execution of this Credit Confirmation.
4. [Each/The New Senior Secured Creditor(s) OR The New Senior Representative] hereby confirms the appointment of CIBC Mellon Trust Company to act as the Collateral Agent on the terms and conditions specified in the Intercreditor and Collateral Agency Agreement and the relevant Security Documents and as the Attorney in accordance with the Intercreditor and Collateral Agency Agreement and the relevant Security Documents.
5. Effective from and after the date this Credit Confirmation is executed and delivered by the parties hereto, [each/the New Senior Secured Creditor(s)] is, and shall be deemed for all purposes to be, a Senior Secured Creditor under the Intercreditor and Collateral Agency Agreement and the Security Documents with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities and obligations, as if [each] such New Senior Secured Creditor was, effective as of the date of this Credit Confirmation, an original signatory to the Intercreditor and Collateral Agency Agreement as a Senior Secured Creditor.

[OR]

Effective from and after the date this Credit Confirmation is executed and delivered by the parties hereto, [the New Senior Representative is, and shall be deemed for all purposes to be, a Representative and Senior Secured Creditor under the Intercreditor and Collateral Agency Agreement and the Security Documents as if the New Senior Representative was, effective as of the date of this Credit Confirmation, an original signatory to the Intercreditor and Collateral Agency Agreement as a Representative, and each Person who is from time to time a lender or creditor under the New Financing Agreement is, and shall be deemed for all purposes to be, a Senior Secured Creditor under the Intercreditor and Collateral Agency Agreement and the Security Documents, in each case with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities and obligations as if such lenders and creditors were, effective as of the date of this Credit Confirmation and the date they became lenders or creditors under the New Financing Agreement, original Senior Secured Creditors under the Intercreditor and Collateral Agency Agreement.]

6. Each Debtor severally acknowledges, confirms and agrees that effective from and after the date of this Credit Confirmation:
 - (a) [Each/The New Senior Secured Creditor(s) OR The New Senior Representative] constitutes a Senior Secured Creditor under the Intercreditor and Collateral Agency Agreement and all Security Documents, and any Encumbrance granted by a Debtor in favour of the Collateral Agent and/or the Secured Creditors will

- 3 -

also benefit each [New Senior Secured Creditors OR the New Senior Representative and each Senior Secured Creditor represented by the New Senior Representative];

- (b) the Obligations include all present and future indebtedness, liabilities and other obligations of any kind whatsoever and however incurred (whether direct or indirect, absolute or contingent, matured or unmatured or whether as principal debtor, guarantor or surety, including, for greater certainty, all costs, fees and reimbursement and indemnity obligations) of such Debtor under the New Financing Agreement, each other Financing Agreement delivered pursuant to or in connection with the New Financing Agreement, the Intercreditor and Collateral Agency Agreement and the other Security Documents; and
 - (c) the Encumbrances disclosed in Appendix A to this Credit Confirmation, if any, shall constitute Permitted Encumbrances for the purposes of the Intercreditor and Collateral Agency Agreement.
7. [The New Senior Representative represents and warrants to the Collateral Agent and each other Secured Creditor that (a) this Credit Confirmation has been duly authorized, executed and delivered by the New Senior Representative on behalf of itself and each of the lenders and other creditors under the New Financing Agreement in accordance with the terms thereof and constitutes a legal, valid and binding obligation of the New Senior Representative, on behalf of each such lender and other creditor, enforceable against it in accordance with its terms.]
 8. This Credit Confirmation may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Credit Confirmation. Delivery of an executed signature page to this Credit Confirmation by any Person by facsimile transmission shall be as effective as delivery of a manually executed copy of this Credit Confirmation by such Person.
 9. This Credit Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
 10. This Credit Confirmation and the Intercreditor and Collateral Agency Agreement shall enure to the benefit of and be binding upon the Collateral Agent, each Debtor, each Existing Secured Creditor, [each/the New Senior Secured Creditor(s) OR the New Senior Representative and each Senior Secured Creditor represented by the New Senior Representative] and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties to this Credit Confirmation have caused this Credit Confirmation to be executed and delivered by their duly authorized officer(s) as of the date specified on the first page hereof:

COLLATERAL AGENT

CIBC MELLON TRUST COMPANY, as
Collateral Agent and Attorney

By: _____
Name:
Title:

And: _____
Name:
Title:

NEW SENIOR SECURED CREDITOR/NEW SENIOR REPRESENTATIVE

ADDRESS

[Address to be inserted]

[NEW SENIOR SECURED CREDITOR or
NEW SENIOR REPRESENTATIVE], as New
Senior Secured Creditor OR New Senior
Representative

By: _____
Name:
Title:

And: _____
Name:
Title:

ADDRESS

[Address to be inserted]

[ADDITIONAL NEW SENIOR SECURED
CREDITOR], as New Senior Secured Creditor

By: _____
Name:
Title:

And: _____
Name:
Title:

EXISTING SECURED CREDITORS

[Insert as appropriate]

DEBTORS

[Insert as appropriate]

SCHEDULE E
LOCATION OF COLLATERAL, OPERATIONS AND RECORDS

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other Property located
CanWest Global Communications Corp.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	30th Floor 201 Portage Avenue Winnipeg, MB	N/A
CanWest Media Works Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	7850 Enterprise Street Burnaby, BC 780 Kings Road Victoria, BC 342 Leon Avenue Kelowna, BC 310 Leon Avenue Kelowna, BC 222-23rd Street NE Calgary, AB 218 Robin Crescent Saskatoon, SK 230 Robin Crescent Saskatoon, SK 370 Hoffer Drive Regina, SK 1401-28 Street North Lethbridge, AB	5th & 6th Floors 300 Carlton Street Winnipeg, MB 31st - 33rd Floors 201 Portage Avenue Winnipeg, MB 250 Yonge Street (17th and 27th Floors) Toronto, ON 302-417 Hall Street Nelson, BC House of Parliament (165 Sparks Street) Ottawa, ON 501-150 Wellington Street (Floors 1, 3 & 5) Ottawa, ON	N/A

- 2 -

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other Property located
		2840 Bremner Avenue Red Deer, AB	135 Taylor Road Niagara-on-the-Lake, ON	
	5325 Allard Way NW Edmonton, AB	210 Lakeshore Road East Oakville, ON	634 Queen Street Fredericton, NB	
	36 St. Anne's Road Winnipeg, MB	150 Edmonton Avenue Moncton, NB	A500 One Brunswick Square Saint John, NB	
	589 St. Mary's Road Winnipeg, MB	14 Akerley Blvd. Dartmouth, NS	255 George Street Sydney, NS	
	603 St. Mary's Road Winnipeg, MB	205-2411 Highway 6 Vernon, BC		
	81 Barber Greene Road Toronto, Ontario	Lots 9 & 10, Block 37, Plan 65 NWT Yellowknife		
	163 Jackson Street West Hamilton, ON			

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other property located
			<p>2100 -- One Lombard Place Winnipeg, MB</p> <p>1700 -- One Lombard Place Winnipeg, MB</p> <p>4600 -- 5th Street NE Calgary, AB</p> <p>450 Lake Avenue North Hamilton, ON</p> <p>75.56 to 75.59 Mile Victoria, BC</p> <p>3017 Third Avenue Port Alberni, BC</p> <p>1701 Peninsula Street Ucluelet, BC</p> <p>1040 Cedar Street Campbell River, BC</p> <p>407-D Fifth Street Courtenay, BC</p> <p>469 Whistler Street</p>	

- 4 -

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other Property located
			Duncan, BC	
CanWest Global Broadcasting Inc./Radiodiffusion CanWest Global Inc.	1411 Peel Street Suite 600 Montreal, QC	N/A	3-141 Memorial Avenue Parksville, BC N/A	N/A
CanWest Finance Inc./Financiere CanWest Inc.	800 Place Victoria Montreal, QC	N/A	N/A	N/A
Global Centre Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
Multisound Publishers Ltd.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
CanWest International Communications Inc.	Jalabash House 12 Highgate Park St. Michael, Barbados	N/A	N/A	N/A
CanWest International Management Inc.	Jalabash House 12 Highgate Park St. Michael, Barbados	N/A	N/A	N/A
CGS International Holdings (Netherlands) B.V.	Herengracht 483 Amsterdam	N/A	N/A	N/A
CGS NZ Radio Shareholding (Netherlands) B.V.	Herengracht 483 Amsterdam	N/A	N/A	N/A
CGS NZ TV Shareholding	Herengracht 483 Amsterdam	N/A	N/A	N/A

-5-

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other Property located
(Netherlands) B. V.				
CGS Shareholding (Netherlands) B. V.	Herengracht 483 Amsterdam	N/A	N/A	N/A
CGS Deventure Holding (Netherlands) B. V.	Herengracht 483 Amsterdam	N/A	N/A	N/A
CanWest Irish Holdings (Barbados) Inc.	Jalabash House 12 Highgate Park St. Michael, Barbados	N/A	N/A	N/A
CanWest Ireland Nominee Limited	25/28 North Wall Quay Dublin 1, Ireland	N/A	N/A	N/A
CanWest MediaWorks Ireland Holdings	25/28 North Wall Quay Dublin 1, Ireland	N/A	N/A	N/A
CanWest Ireland Sales Limited	25/28 North Wall Quay Dublin 1, Ireland	N/A	N/A	N/A
Western Communications Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
ONtv Holdings Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
BCTV Holdings Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
CHEK Holdings Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A

- 6 -

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other Property located
CHBC Holdings Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
3919056 Canada Ltd.	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
3629368 Canada Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
WIC Television Production Sub Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A	N/A
CanWest International Distribution Limited	25/28 North Wall Quay Dublin 1, Ireland	N/A	N/A	N/A
Fox Sports World Canada Holdco Inc.	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
Lonestar Holdco Inc.	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
RetroVista Holdco Inc.	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
Xtreme Sports Holdco Inc.	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
Fox Sports World Canada Partnership	201 Portage Avenue 31st Floor	N/A	N/A	N/A

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other Property located
	Winnipeg, MB			
Lonestar Partnership	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
Dejaview Partnership	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
Xtreme Sports Partnership	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	N/A	N/A
National Post Holdings Ltd.	201 Portage Avenue 31st Floor Winnipeg, MB	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	N/A
The National Post Company/La Publication National Post	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	900-1130 Pender Street West Vancouver, BC 425-808-4th Avenue SW Calgary, AB	N/A
Global Television Network Quebec, Limited Partnership/Reseau de Television Global Quebec, Societe en commandite	1600 de Maisonmeuve Est Montreal, QC	N/A	9th Floor 1600 de Maisonmeuve Blvd. E. Montreal, QC 1050 rue des Parlementaires Quebec City, QC	N/A

Entity	Head office (and chief executive office, if different)	Freehold real property	Leasehold property	Jurisdiction in which other Property located
GTNQ Holdings Inc.	31st Floor 201 Portage Avenue Winnipeg, MB	N/A	1000 ave Myrand Sainte-Foy, QC	N/A
MBS Productions Inc.	201 Portage Avenue 31st Floor Winnipeg, MB	N/A	3330 King Street West Sherbrooke, QC	N/A
Yellow Card Productions Inc.	1450 Don Mills Road Toronto, ON	N/A	N/A	N/A

SCHEDULE F
FORM OF SUPPLEMENT TO INTERCREDITOR AND COLLATERAL AGENCY
AGREEMENT

THIS AGREEMENT supplements the intercreditor and collateral agency agreement made as of 13 October 2005 with CIBC Mellon Trust Company, as Collateral Agent, and such Persons as may from time to time be or become parties to such agreement as Debtors or Secured Creditors (the "Intercreditor and Collateral Agency Agreement").

RECITALS:

- A. All terms used in this Agreement that are defined in the Intercreditor and Collateral Agency Agreement will have the meanings defined in the Credit Agreement.
- B. The Intercreditor and Collateral Agency Agreement contemplates that further Subsidiaries of the Borrower shall become parties to the Intercreditor and Collateral Agency Agreement in certain circumstances.
- C. [●] (the "New Subsidiary") is required by the Intercreditor and Collateral Agency Agreement to become a party thereto.

THEREFORE, for value received, and intending to be legally bound by this Agreement, the parties agree as follows:

1. The New Subsidiary hereby acknowledges and agrees to the terms of the Intercreditor and Collateral Agency Agreement and agrees to be bound by all obligations of a Debtor under the Intercreditor and Collateral Agency Agreement as if it had been an original signatory thereto. The New Subsidiary represents and warrants to the Collateral Agent and the Secured Creditors that each of the representations and warranties in Section 4.1 is true and correct in relation to it.
2. The Collateral Agent, on behalf of the Secured Creditors, acknowledges that the New Subsidiary shall be a Debtor under the Intercreditor and Collateral Agency Agreement as of the date of this Agreement.

IN WITNESS OF WHICH, the undersigned have executed this Agreement as of [●].

***CIBC MELLON TRUST COMPANY, as
Collateral Agent and Attorney***

By: _____

Name:

Title:

And: _____

Name:

Title:

Address:

[NAME OF NEW SUBSIDIARY]

Attention: [●]
Facsimile: [●]

By: _____
Name:
Title:

And: _____
Name:
Title:

SCHEDULE G
LIST OF FOREIGN JURISDICTION COUNSEL OPINIONS

1. Ireland - Opinion A & L Goodbody Solicitors dated October 13, 2005
2. Barbados - Opinion of Chancery Chambers dated October 13, 2005
3. Netherlands - Opinion of NautaDutilh N.V. dated October 13, 2005
4. New Zealand - Opinion of Russell McVeath dated October 13, 2005

SCHEDULE H
INACTIVE SUBSIDIARIES

CanWest (U.S.) Inc.
Southam Digital Inc.
Southam Numèrque Inc.
Applebox Productions Sub Inc.