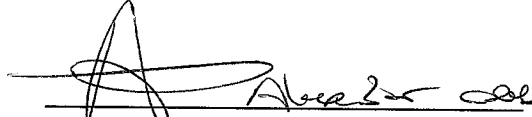


This is Exhibit "Y" to the Affidavit of  
THOMAS C. STRIKE sworn before me  
this 7th day of January, 2010.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits



DAVIES WARD PHILLIPS & VINEBERG LLP

44th Floor  
1 First Canadian Place  
Toronto Canada M5X 1B1

Tel 416 863 0900  
Fax 416 863 0871  
www.dwpv.com

December 15, 2009

Jay A. Swartz  
Dir 416 863 5520  
jswartz@dwpv.com

File No. 228162

Mr. Derek H. Burney  
Chairman of the Special Committee of the Board of Directors  
Canwest Global Communications Corp.  
31st Floor, Canwest Place  
201 Portage Avenue  
Winnipeg, Manitoba R3B 3L7

Dear Mr. Burney:

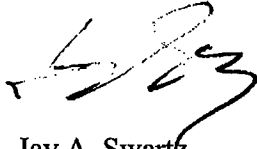
**Canwest LP**

As you are aware, we are counsel to the Ad Hoc Committee of Noteholders of Canwest LP. We have previously written to advise you that our Committee believes that they can develop a viable restructuring plan for Canwest LP which will enhance value for all stakeholders. In the interest of moving this matter forward, the Committee has, at its own expense, retained Moelis & Company to act as its financial advisor. Moelis has signed a Non-Disclosure Agreement in favour of Canwest LP and, with your co-operation, is about to commence due diligence in order to assist our Committee in developing a restructuring proposal. We believe that we can develop this proposal and present it to you and to the other stakeholders very quickly.

There are recent rumours that Canwest LP is about to enter into an agreement with its bank syndicate which is, in effect, a credit bid and that following such agreement, it will then file for protection under the *Companies' Creditors Arrangement Act*. We have not seen a draft agreement nor have we seen any draft documents relating to a filing and expect that if such documents exist, we would be provided with copies well in advance of a filing. More importantly, we believe that such an agreement coupled with an immediate filing will be detrimental to the interests of the Company and its stakeholders. A standby bid from the banks may prejudice a sale or investor solicitation process, particularly if such an agreement contains a break fee. We urge you not to proceed with any such agreement or filing in order to allow us to present you with a viable alternative which we believe will not only maximize value for all stakeholders but will be less expensive and less disruptive for Canwest LP. We would expect that the Board, in fulfilling its fiduciary responsibilities, will want to consider our proposal before taking a step which could potentially be detrimental to the stakeholders.

We and our clients would be happy to discuss this with you at your earliest convenience.

Yours very truly,

A handwritten signature in black ink, appearing to read "Jay A. Swartz". The signature is stylized and cursive.


Jay A. Swartz

JAS/sd

Enclosure

cc Gary Colter (Canwest LP)  
Edward Sellers (Osler, Hoskin & Harcourt LLP)  
Richard Grudzinski (RBC Capital Markets)

This is Exhibit "Z" to the Affidavit of  
THOMAS C. STRIKE sworn before me  
this 7th day of January, 2010.

  
Commissioner for Taking Affidavits

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8  
416.362.2111 MAIN  
416.862.6666 FACSIMILE

OSLER

Toronto

December 18, 2009

Montréal

Calgary

Ottawa

New York

Edward A. Sellers  
Direct Dial: 416.862.5959  
ESellers@osler.com  
Asst: Karin Schwarz  
Direct Dial: (416) 862-5960  
kschwarz@osler.com

Mr. Jay A. Swartz  
Davies Ward Phillips & Vineberg LLP  
1 First Canadian Place  
Suite 4400, P.O. Box 63  
Toronto Canada M5X 1B1

Dear Mr. Swartz:

**Re: Canwest Global Communications Corp ("Canwest Global"), Canwest Limited Partnership ("Canwest LP") et al**

Thank you for copying us on your letter dated December 17, 2009 addressed to Mr. Derek H. Burney as Chairman of the Special Committee of directors of Canwest Global.

We understand that the Ad Hoc Committee (the "AHC") of Noteholders (the "Noteholders") holding 9.25% Senior Subordinated Notes issued by Canwest LP has been negotiating with Moelis & Company ("Moelis") concerning the terms of their possible engagement as financial advisor to the AHC. Once the AHC has engaged Moelis, would you please provide us with a copy of the engagement letter so that we may facilitate due diligence efforts for Moelis?

Your letter references unspecified rumours speculating that Canwest LP is about to enter into an agreement with its banking syndicate and file for creditor protection. We will not comment on rumours.

As indicated in our letter to you of November 23, 2009, in the absence of a viable restructuring proposal from the AHC or the Noteholders, it would not be surprising if Canwest LP was obliged to negotiate a restructuring proposal with its senior secured lenders ("Secured Lenders") to whom it owes approximately \$950 million, on terms they would support ("Secured Support Transaction"). Canwest LP has publicly disclosed that it was pursuing discussions with its senior secured lenders in that regard.

We also indicated to you in our letter that if Canwest LP was presented with a Secured Support Transaction, Canwest LP would expect to conduct a robust sales and investor solicitation process to permit alternative outcomes and support transactions to emerge for consideration by Canwest LP, the Secured Lenders and other stakeholders. As we have previously indicated, it should not be a surprise that the Secured Lenders might require a sales and investor solicitation process be conducted under court supervision.

Confidential

# OSLER

Page 2

To the extent that the AHC has been able to develop a restructuring proposal in respect of Canwest LP, we look forward to receiving and discussing it with the AHC and its advisors as soon as possible.

We note the comments in your letter regarding the fiduciary responsibilities of the directors of Canwest Global. The directors of Canwest Global are fully conversant with their fiduciary responsibilities.

Please direct all future correspondence from your firm on this matter to our firm and not to Canwest Global, Canwest LP or their personnel directly.

We are available to discuss the matter at your convenience.

Yours truly,

OSLER, HOSKIN & HARCOURT LLP

Per:

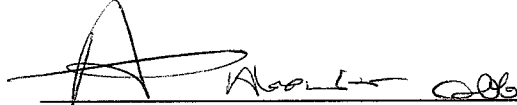


Edward A. Sellers

c: Derek H. Burney O.C.  
CRS Inc.  
Canwest Limited Partnership  
FTI Consulting Canada Inc.  
RBC Capital Markets  
Ogilvy Renault LLP

Confidential

This is Exhibit "AA" to the Affidavit of  
THOMAS C. STRIKE sworn before me  
this 7th day of January, 2010.

A handwritten signature in black ink, appearing to read "A. [unclear] [unclear]", written over a horizontal line.

Commissioner for Taking Affidavits

**Schedule "A"****CANWEST LIMITED PARTNERSHIP.  
AND CERTAIN OF ITS SUBSIDIARIES****MANAGEMENT INCENTIVE PLAN  
FOR IMPLEMENTATION****CREATION OF THE PLAN**

Canwest (Canada) Inc. on behalf of itself and as general partner on behalf of Canwest Limited Partnership and certain of its subsidiaries (collectively, the "Company") intend to commence restructuring proceedings under either one or more of the *Canada Business Corporations Act* ("CBCA") or the *Companies' Creditors Arrangement Act* ("CCAA") (in either or both case, the "Proceedings"). In order to retain key critical employees (including employees of certain of its subsidiaries) providing restructuring assistance to the Company the Company hereby establishes a management incentive plan ("Plan"). In the event of the granting of an initial order under the CCAA (the "Initial Order"), Company will thereafter present the Plan to the Court. The Plan as presented to the Court will be subject to the recommendation of the Monitor in any CCAA Proceedings and approval by the Court. The Plan has been developed to incentivize employees who are critical to the success of the restructuring to remain with the Company through the completion of the restructuring.

**ELIGIBILITY**

Participation in the Plan will be limited to those employees (each a "Participant") who are considered by the Company in consultation with the Monitor to be integral to (i) the continued operation of the Company's business during the restructuring and/or (ii) the successful completion of a plan of restructuring, reorganization, compromise or arrangement (or a divestiture of all or substantially all of the Company's assets and operations as one or more going concern entities) as approved by the requisite majorities of the Company's, classes of creditors and the Court.

**RETENTION PAYMENTS**

All Participants will be entitled to receive retention payments under the Plan ("Retention Payments") on the terms and conditions herein, and as more particularly set out on Schedule "A" hereto. The purpose of the Retention Payments is to provide a cash incentive to Participants to continue their employment with the Company through the full anticipated term of the restructuring.



Retention Payments will be paid to Participants as follows: the first payment shall be made on the last regular payroll period occurring in December 2009 and the second and final payment shall be made on the regular payroll period occurring immediately following the Emergence Date. (in each case, a "Milestone Date")

Retention Payments to each Participant will be calculated as a percentage of that Participant's base compensation.

In the event that a Participant's employment is terminated by the Company without cause or a Participant resigns by reason of constructive dismissal, the Participant will be entitled to receive the full amount of his or her remaining unpaid Retention Payment(s), if any.

In the event that a Participant is terminated for cause by the Company or resigns (other than by reason of constructive dismissal) before any Milestone Date, then the Participant will receive Retention Payment(s) in respect of any Milestone Date(s) occurring before either the (i) date of termination by the Company for cause or (ii) date on which the Participant tenders his or her resignation (other than by reason of constructive dismissal), but will forego any entitlement to receive any further Retention Payments which may be payable on any Milestone Date(s) occurring after such date. Resignation as a director or officer of the Company or any of its Affiliates which is determined by a Participant on a good faith basis, after consultation with his or her legal counsel, is reasonably necessary in the circumstances to protect the Participant from any directors' and officers' liability howsoever arising shall not constitute grounds for the Company to terminate the Participant for cause.

In the event that a Participant dies or is disabled before the occurrence of any Milestone Date, then the Participant (or his or her estate) will receive Retention Payment(s) in respect of any Milestone Date(s) occurring before the date of death or disability, and will be entitled to receive payment of the Retention Payment in respect of the next Milestone Date, if any, prorated to the date of death or disability, but will forego any entitlement to receive any further Retention Payments which may be payable on any Milestone Date(s) occurring after such date.

#### **STATUTORY REMITTANCES**

All Retention Payments will be considered earnings from a Participant's employment and subject to income tax and other statutory deductions required by law or as agreed by the Participant.

#### **MISCELLANEOUS**

Retention Payments will not be considered earnings for the purpose of determining vacation pay or for the purpose of determining any earnings-based, Company-provided

employee benefits, including any savings, pension, supplemental deferred compensation or bonus plan.

The terms of the Plan shall be kept strictly confidential by the Participants and the Company, and may only be disclosed by a Participant to members of the Participant's immediate family and his or her professional counsel and financial advisors.

Any Monitor appointed by the Court shall have full access to the information set out in this Plan.

In the instance of the Company commencing restructuring proceeding in accordance with the CCAA, it shall be required to file this Plan with the Court for approval (or the Monitor shall attach this Plan to a Monitor's Report) and to make all such disclosure as may be required by Order of the Court and the CCAA; provided, for greater certainty, that the Company and/or the Monitor shall file a version of this Plan that does not include Schedule "A" in the public record and the Company and/or the Monitor shall file this Plan including Schedule "A" in a separate record and request and make best efforts to obtain a sealing order with respect to Schedule "A".

The Plan shall be administered by the board of directors of Canwest Board, unless and to the extent that the Canwest Board determines to delegate the administration of this Plan, in whole or in part, to any committee of the Canwest Board or to any affiliate. The Canwest Board shall have the full power and authority to take all actions, and to make all determinations, required or provided for under this Plan, and all such other actions and determinations not inconsistent with the specific terms and provisions of this Plan deemed by the Canwest Board to be necessary or appropriate to the administration of this Plan. The interpretation and construction by the Canwest Board of any provision of this Plan shall be final, binding and conclusive.

The Canwest Board may at any time and from time to time amend or terminate this Plan with no advance notice, provided that no such amendment or termination may adversely affect any earned and vested rights or interests of any Participant or Designated Participant, without the consent of that Participant or Designated Participant, or otherwise in the case of Proceedings in accordance with the CCAA, on approval of the Court.

In furtherance of the Plan, the Company may make individual arrangements with a Participant, provided that such arrangements are not materially inconsistent with the Plan, do not increase the cost of the Plan in respect of any Participant nor the manner or frequency of payments in respect of any Participant, as initially approved by the Canwest Board and in such case, the provisions of the individual arrangements shall govern to the extent of any inconsistency.

This Plan was approved by the Canwest Board on ●, 2009 and shall continue to be in effect until all amounts payable under the Plan have been paid.

Nothing in this Plan shall confer upon any Participant any right to continue in the employ or service of the Company or any of its Affiliates, or shall interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to remove, terminate or discharge, as applicable, any Participant at any time for any reason whatsoever.

This Plan is in addition to any other agreement between a Participant and the Company. Nothing in this Plan shall eliminate, substitute for or replace any obligation the Company has to a Participant in any other employment agreement, incentive compensation plan, option or restricted share unit plan, or the like that may be in effect between the Participant and the Company.

#### **DEFINITIONS**

**Affiliate** has the meaning ascribed to it in the CBCA

**Board** means the board of directors of Canwest Global Communications Corp.

**Company** means Canwest (Canada) Inc on its own behalf and as general partner for and on behalf of Canwest Limited Partnership and certain of its subsidiaries .

**Court** means the Ontario Superior Court of Justice Commercial List.

**Emergence Date** means the date the Company emerges from the Proceedings by way of a plan of arrangement, compromise, restructuring or reorganization, which plan may involve a divestiture of all or substantially all of the Company's assets and operations as one or more going concern entities, all as approved by the requisite majorities of the Company's shareholders or classes of creditors, as the case may be, and the Court.

**Monitor** means the monitor appointed by the Court in any CCAA Proceedings. .

**SCHEDULE "A"**

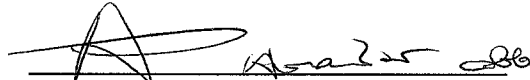
CONFIDENTIAL

CONFIDENTIAL

Confidential Information Redacted



This is Exhibit "BB" to the Affidavit of  
THOMAS C. STRIKE sworn before me  
this 7th day of January, 2010.

  
\_\_\_\_\_  
Commissioner for Taking Affidavits

January 7, 2010

Gordon Fisher  


Dear Gordon:

**RE: Amendment to Employment Agreement and Special Arrangements**

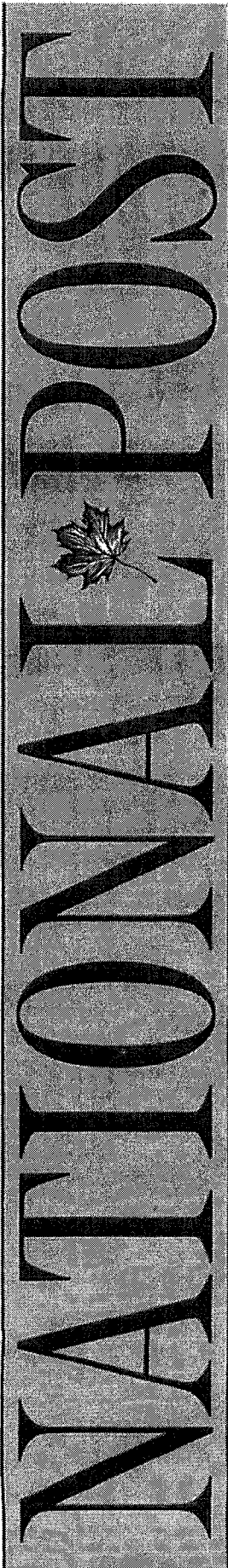
This is to confirm the discussions held with you respecting the amended terms of your employment with National Post Inc. ("NP" or the "Company") and certain special arrangements relating thereto. As you know, it is contemplated that the Company's parent, Canwest Publishing Inc. ("CPI"), be restructured through a sale and investor solicitation process which could result in the sale of all or substantially all of the assets of CPI (including NP) or CPI being reorganized or recapitalized. Effective January 1, 2010 your employment agreement with the Company, dated October 30, 2009 ("**Employment Agreement**"), is amended as follows:

1. **Termination Event**

For the purposes of this letter agreement, a "**Termination Event**" means that following the occurrence during 2010 of:

- (a) a sale or divestiture of all or substantially all of the operating assets or businesses or holdings of CPI by way of one or more transactions, including but not limited to by way of merger or amalgamation, or
- (b) a reorganization or recapitalization of CPI under the *Companies' Creditors Arrangement Act* ("**CCAA**") or otherwise,  
your employment with NP is terminated and you are not offered a senior executive position by the purchaser of all or substantially all of the operating assets or businesses or holdings of CPI (including NP), or with the restructured or recapitalized CPI, on commercially reasonable terms and conditions.

For the purposes of this letter agreement, a senior executive position is a position equivalent to or higher than the position of Publisher.



**2. Termination Payment**

Upon the occurrence of a Termination Event and subject to the terms of this letter agreement, NP shall provide to you a lump sum payment equivalent to [REDACTED] less all required statutory deductions and withholdings, within fourteen (14) days of your last day worked ("Termination Payment").

Notwithstanding the foregoing, the Company may terminate your employment at any time for cause, as that term is defined at common law, in which case you shall not be entitled to the Termination Payment or any other payment, notice or other compensation in connection with the termination of your employment, except for payment of any earned outstanding wages to the date of termination.

**3. All-Inclusive**

You acknowledge and agree that in the event of a Termination Event, the Termination Payment described herein is inclusive of any and all entitlements you may have to notice of termination, pay in lieu of notice, termination pay and/or severance pay, whether pursuant to your Employment Agreement, statute, contract, tort, common law or otherwise, including but not limited to all claims and entitlements under the *Ontario Employment Standards Act, 2000*, but you shall be entitled to receive [REDACTED]

As stated in the Employment Agreement, the Company reiterates that it does not offer any supplemental pension arrangements or retirement compensation arrangements. However, nothing in this agreement limits any existing rights you may have against CPI in respect of [REDACTED]

For greater clarity, but without limiting the foregoing, in the event of a Termination Event, the Termination Payment described herein supersedes and replaces any and all rights to termination and severance pay you may have under any contract, including your Employment Agreement except for [REDACTED]

**4. Continuation of Terms**

Except as modified herein, all terms and conditions of your Employment Agreement remain in full force and effect and your Employment Agreement, as hereby amended, represents all terms and conditions of your employment with NP.



5. **Entire Agreement**

This letter agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written negotiations and understandings. For greater certainty, this supplements your existing employment arrangements including your Employment Agreement, your rights to [REDACTED] which except as provided herein, remain unaffected. You acknowledge that the execution of this letter agreement has not been induced by, nor do you rely upon or regard as material, any representations or writings not specifically included or incorporated herein. This letter agreement may be amended only in writing signed by the Company and you.

6. **Independent Legal Advice**

You acknowledge that you have obtained or had the opportunity to obtain independent legal advice in connection with this letter agreement before signing below.

Please sign below to indicate your agreement to the foregoing terms. If you have any questions, you may contact the undersigned.

NATIONAL POST INC.

●

By my signature below, I confirm that I have read, understand and agree with the foregoing terms, that I have been afforded a reasonable opportunity to consult with independent legal counsel with respect to the foregoing terms before affixing my signature below, and that I sign this agreement freely and voluntarily and without any pressure, duress or undue influence. I acknowledge that there has been good and sufficient consideration for this amendment to my Employment Agreement with the Company. I have not relied upon any representations, inducements or statements, oral or written, which are not contained in this letter.

JAN. 07/2010  
Date

Gordon Fisher  
Gordon Fisher

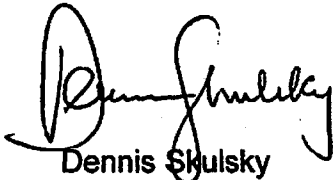
**Acknowledgement and Agreement by Fisher; Undertaking and Guarantee by CPI**

By signing the above letter agreement with NP, you acknowledge that you are not entitled to higher rights than any other beneficiary under [REDACTED] and, having regard to CPI's current financial circumstances, CPI may be unable to make any payments under [REDACTED]. In this connection, you agree that if CPI does not make all or any payments which may become due and payable to you under [REDACTED] no purchaser of CPI shall be obliged to make any such payments (unless expressly agreed otherwise). However, nothing in this agreement limits any existing rights you may have against CPI in respect of your [REDACTED].

In connection with the above, if any purchaser of CPI's assets or the restructured or recapitalized CPI is evaluating making an offer of employment to you or to continue your employment with NP, CPI undertakes to use reasonable commercial efforts to ensure that the board of directors is provided with full information about your existing employment arrangements, including

Finally, CPI hereby irrevocably and unconditionally guarantees the punctual payment of the Termination Payment to you when it becomes due under this letter agreement if it is not paid by NP. It is contemplated that CPI and certain of its affiliates will apply for protection from its creditors under the CCAA. CPI's guarantee of the payment of the Termination Payment when it becomes due under this letter agreement shall be secured by the same charge under the initial order issued in the CCAA proceedings (the "Initial Order") as secures the CPI MIP. If the Monitor determines and either the Administrative Agent in consultation with the Steering Committee (as each of those capitalized terms is defined in the Initial Order) agrees or the CCAA court by order confirms that a Termination Payment is owing hereunder and NP has defaulted in its obligation to pay it, the Termination Payment shall be paid to you by CPI.

Sincerely,



Dennis Skulsky  
President and CEO, Canwest Publishing

**CANWEST LIMITED**  
**PARTNERSHIP /CANWEST**  
**SOCIÉTÉ EN COMMANDITÉ**

---

●



**DRAFT**

[CANWEST LETTERHEAD]

[DATE]

Dennis Skulsky  
[REDACTED]

Dear Dennis:

**RE: Amendment to Employment Agreement and Special Arrangements**

This is to confirm the discussions held with you respecting the amended terms of your employment with Canwest Publishing Inc. ("CPI" or the "Company") and certain special arrangements relating thereto. As you know, it is contemplated that the Company be restructured through a sale and investor solicitation process which could result in the sale of all or substantially all of the assets of CPI or the Company being reorganized or recapitalized.

Effective January 1, 2010 your employment agreement with the Company, dated May 9, 2006 and as amended from time to time thereafter ("**Employment Agreement**"), is further amended as follows:

**1. Termination Event**

For the purposes of this letter agreement, a "**Termination Event**" means that following the occurrence during 2010 of:

- (a) a sale or divestiture of all or substantially all of the operating assets or businesses or holdings of CPI by way of one or more transactions, including but not limited to by way of merger or amalgamation, or
- (b) a reorganization or recapitalization of CPI under the *Companies' Creditors Arrangement Act* ("CCAA") or otherwise,

you are not offered a senior executive position by the purchaser of all or substantially all of the operating assets or businesses or holdings of CPI, or with the restructured or recapitalized Company, on commercially reasonable terms and conditions.

For the purposes of this letter agreement, a senior executive position is a position equivalent to or higher than the position of Chief Operating Officer. If any purchaser of CPI's assets or the restructured or recapitalized company is evaluating making an offer of employment to you or to continue your employment with CPI, CPI will use reasonable commercial efforts to ensure that the board of directors is provided with full information about your existing

employment arrangements, including [REDACTED]

[REDACTED] as well as your length of service with CPI and related or predecessor entities.

## 2. Termination Payment

Upon the occurrence of a Termination Event and subject to the terms of this letter agreement, CPI shall pay to you a lump sum payment equivalent to [REDACTED], less all required statutory deductions and withholdings, within fourteen (14) days of your last day worked ("**Termination Payment**").

It is contemplated that CPI and certain of its affiliates will apply for protection from its creditors under the CCAA. Any obligation of CPI to pay the Termination Payment shall be secured by the same charge under the initial order issued in the CCAA proceedings (the "**Initial Order**") as secures the management incentive plan established by the Company ("**CPI MIP**"). If the Monitor determines and either the Administrative Agent in consultation with the Steering Committee (as each of those capitalized terms is defined in the Initial Order) agrees or the CCAA court by order confirms that a Termination Payment is owing hereunder, the Termination Payment shall be paid to you.

Notwithstanding the foregoing, the Company may terminate your employment at any time for cause, as that term is defined at common law, in which case you shall not be entitled to the Termination Payment or any other payment, notice or other compensation in connection with the termination of your employment, except for payment of any earned outstanding wages to the date of termination.

## 3. All-Inclusive

You acknowledge and agree that in the event of a Termination Event the Termination Payment described herein is inclusive of any and all entitlements you may have to notice of termination, pay in lieu of notice, termination pay and/or severance pay, whether pursuant to statute, contract, tort, common law or otherwise, including but not limited to all claims and entitlements under the Ontario *Employment Standards Act, 2000*, but you shall be entitled to receive [REDACTED]

You acknowledge that you are not entitled to higher rights than any other beneficiary under [REDACTED] and, having regard to CPI's current financial circumstances, CPI may be unable to make any payments [REDACTED]. You agree that if CPI does not make all or any payments which may become due and payable to you under [REDACTED], no purchaser of the Company shall be obliged to make any such payments (unless expressly agreed otherwise). However, nothing in this agreement limits (i) any existing rights you may have against CPI in respect of [REDACTED] and any benefits accrued under [REDACTED] will continue to be an obligation of CPI; and (ii) any existing rights you may have against CPI in respect of those components of the Termination Package as defined in your Employment Agreement in

paragraphs 3(b) [REDACTED] (c) [REDACTED] (e) [REDACTED] and (f) [REDACTED] thereof.

For greater clarity, but without limiting the foregoing, in the event of a Termination Event the Termination Payment described herein supersedes and replaces any and all rights to termination and severance pay you may have under any contract, including the Termination Package described in the May 6, 2009 amendment to your Employment Agreement except for the rights [REDACTED]

**4. Continuation of Terms**

Except as modified herein, all terms and conditions of your Employment Agreement remain in full force and effect and your Employment Agreement, as hereby amended, represents all terms and conditions of your employment with CPI.

**5. Entire Agreement**


This letter agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written negotiations and understandings. For greater certainty, this supplements your existing employment arrangements including your Employment Agreement, your rights to [REDACTED], which except as provided herein, remain unaffected. You acknowledge that the execution of this letter agreement has not been induced by, nor do you rely upon or regard as material, any representations or writings not specifically included or incorporated herein. This letter agreement may be amended only in writing signed by the Company and you.

**6. Independent Legal Advice**

You acknowledge that you have obtained or had the opportunity to obtain independent legal advice in connection with this letter agreement before signing below.

Please sign below to indicate your agreement to the foregoing terms. If you have any questions, you may contact the undersigned.

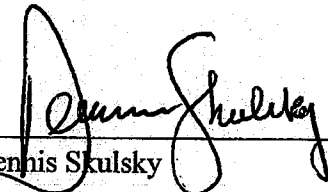
\_\_\_\_\_  
Leonard Asper  
President

  
\_\_\_\_\_  
John Maguire  
Vice President

By my signature below, I confirm that I have read, understand and agree with the foregoing terms, that I have been afforded a reasonable opportunity to consult with independent legal counsel with respect to the foregoing terms before affixing my signature below, and that I sign this agreement freely and voluntarily and without any pressure, duress or undue influence. I acknowledge that there has been good and sufficient consideration for this amendment to my Employment Agreement with the Company. I have not relied upon any representations, inducements or statements, oral or written, which are not contained in this letter.

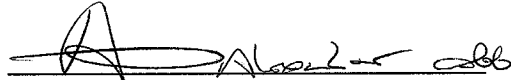
---

Date

  
Dennis Skulsky

---

This is Exhibit "CC" to the Affidavit of  
THOMAS C. STRIKE sworn before me  
this 7th day of January, 2010.

  
Commissioner for Taking Affidavits



## NATIONAL POST INC. (FORMERLY 4513401 CANADA INC.)

### MANAGEMENT INCENTIVE PLAN

#### CREATION OF THE PLAN

National Post Inc. (formerly 4513401 Canada Inc.) (the “**Company**”) is a wholly-owned subsidiary of Canwest Publications Inc. / Publications Canwest Inc. (“**CPI**”), which is in turn a wholly-owned subsidiary of Canwest Limited Partnership / Canwest Societe en Commandite (“**LP**”). LP and one or more of its subsidiaries (the “**LP Entities**”) intend to commence restructuring proceedings under the *Companies’ Creditors Arrangement Act* (“**CCAA**”) and possibly the *Canada Business Corporations Act* (“**CBCA**”) (in either case or both cases, the “**Proceedings**”). In order to retain key employees that would be providing assistance to the Company as it takes part in the larger financial restructuring of the LP Entities, or in the instance where the Company may not be included in the Proceedings but may be affected by such Proceedings, the Company hereby establishes a management incentive plan (“**Plan**”) for their benefit. The Plan has been developed to incentivize those key employees to remain with the Company through the completion of the restructuring of the LP and its subsidiaries (which may or may not include the Company).

In the event of the granting of an initial order under the CCAA (the “**Initial Order**”) of which the Company is an applicant, Company will thereafter present the Plan to the Court. The Plan as presented to the Court will be subject to the recommendations of the Monitor in any CCAA Proceedings and approval by the Court. For greater certainty, the Plan shall be effective upon approval by the Company’s Board notwithstanding that the Company may not be included as an applicant in Proceedings involving the LP Entities.

#### ELIGIBILITY

Participation in the Plan will be limited to those individuals named in Schedule “A” (each a “**Participant**”).

#### RETENTION PAYMENTS

Participants will be entitled to receive retention payments under the Plan (“**Retention Payments**”) on the terms and conditions herein, and as more particularly set out on Schedule “A” hereto. The purpose of the Retention Payments is to provide a cash incentive to Participants to continue their employment with the Company through the full anticipated term of the restructuring.

Retention Payments will be paid to Participants as follows: the first payment shall be made on the last regular payroll period occurring in December 2009 and the second and final payment shall be made on the regular payment period occurring immediately following the Emergence Date (in each case, a “**Milestone Date**”).

Retention Payments to each Participant will be calculated as a percentage of that Participant’s base compensation.

In the event that the Participant's employment is terminated by the Company without cause or a Participant resigns by reason of constructive dismissal, the Participant will be entitled to receive the full amount of his or her remaining unpaid Retention Payment(s), if any.

In the event that a Participant is terminated for cause by the Company or resigns (other than by reason of constructive dismissal) before any Milestone Date, then the Participant will receive Retention Payment(s) in respect of any Milestone Date(s) occurring before either the (i) date or termination by the Company for cause or (ii) date on which the Participant tenders his or her resignation (other than by reason of constructive dismissal), but will forego any entitlement to receive any further Retention Payment(s) which may be payable on any Milestone Date(s) occurring after such date. Resignation as a director or officer of the Company or any of its Affiliates which is determined by a Participant on a good faith basis, after consultation with his or her legal counsel, is reasonably necessary in the circumstances to protect Participant from any directors' and officers' liability howsoever arising shall not constitute grounds for the Company to terminate a Participant for cause.

In the event that a Participant dies or is disabled before the occurrence of any Milestone Date, then the Participant (or his or her estate) will receive Retention Payment(s) in respect of any Milestone Date(s) occurring before the date of death or disability, and will be entitled to receive payment of the Retention Payment in respect of the next Milestone Date, if any, prorated to the date of death or disability, but will forego any entitlement to receive any further Retention Payments which may be payable on any Milestone Date(s) occurring after such date.

#### **STATUTORY REMITTANCES**

All Retention Payments will be considered earnings from a Participant's employment and subject to income tax and other statutory deductions required by law or as agreed by the Participant.

#### **MISCELLANEOUS**

Retention Payments will not be considered earnings for the purpose of determining vacation pay or for the purpose of determining any earnings-based, Company-provided employee benefits, including any savings, pension, supplemental deferred compensation or bonus plan.

The terms of the Plan shall be kept strictly confidential by the Participants and the Company, and may only be disclosed by a Participant to members of the Participant's immediate family and his or her professional counsel and financial advisors.

Any Monitor appointed by the Court shall have full access to the information set out in the Plan.

In the instance of the Company commencing Proceedings in accordance with the CCAA, it shall be required to file this Plan with the Court for approval (or the Monitor shall attach this Plan to a Monitor's Report) and make all such disclosure as may be required by order of the Court and the CCAA; provided, for greater certainty, that the Company and/or the Monitor shall file a version of this Plan that does not include Schedule "A" in the public record and the Company and/or the Monitor shall file this Plan including Schedule "A" in a separate record and request and use its best efforts to obtain a sealing order with respect to Schedule "A".

The Plan shall be administered by the board of directors of the Company (the “**Board**”), unless and to the extent that the Board determines to delegate the administration of this Plan, in whole or in part, to any committee of the Board. The Board shall have the full power and authority to take all actions, and to make all determinations, required or provided for under this Plan, and all such other actions and determinations not inconsistent with the specific terms and provisions of this Plan deemed by the Board to be necessary or appropriate to the administration of this Plan. The interpretation and construction by the Board of any provision of this Plan shall be final, binding and conclusive.

The Board may at any time terminate this Plan with no advance notice, provided that no such termination may adversely affect any earned and vested rights or interests of any Participant, without the consent of that Participant, or otherwise in the case of Proceedings in accordance with the CCAA on approval of the Court.

In furtherance of the Plan, the Company may make individual arrangements with a Participant, provided that such arrangements are not materially inconsistent with the Plan, do not increase the cost of the Plan in respect of any Participant nor the manner or frequency of payments in respect of any Participant, as initially approved by the Board and in such case, the provisions of the individual arrangements shall govern to the extent of any inconsistency.

This Plan was approved by the Board on December 9, 2009 and shall continue to be in effect until all amounts payable under the Plan have been paid.

Nothing in this Plan shall confer upon any Participant any right to continue in the employ or service of the Company or any of its Affiliates, or shall interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to remove, terminate or discharge, as applicable, any Participant at any time for any reason whatsoever.

This Plan is in addition to any other agreement between the Participant and the Company. Nothing in this Plan shall eliminate, substitute for or replace any obligation the Company has to a Participant in any other employment agreement, incentive compensation plan, option or restricted share unit plan, or the like that may be in effect between the Participant and the Company.

## **DEFINITIONS**

**Affiliate** has the meaning ascribed to in the CBCA.

**Board** means the board of directors of the Company.

**Company** means National Post Inc. (formerly 4513401 Canada Inc.).

**Court** means the Ontario Superior Court of Justice (Commercial List).

**Emergence Date** means the date on which the LP Entities (including the Company if it is an applicant in those Proceedings) emerges from the Proceedings by way of a plan of arrangement, compromise, restructuring or reorganization, which plan may involve a divestiture of all or substantially all of the Company’s assets and operations as one or more going concern entities,

all as approved by the requisite majorities of the LP Entities' classes of creditors and, if applicable, shareholders, and the Court.

**LP** means Canwest Limited Partnership / Canwest Societe en Commandite.

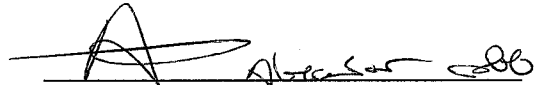
**LP Entities** means LP and its subsidiaries.

**Monitor** means the monitor appointed by the Court in any CCAA Proceedings.

**SCHEDULE "A"  
PARTICIPANTS**

**Confidential Information Redacted**

This is Exhibit "DD" to the Affidavit of  
THOMAS C. STRIKE sworn before me  
this 7th day of January, 2010.

  
Commissioner for Taking Affidavits

**STRICTLY PRIVATE AND CONFIDENTIAL**

October 1, 2009

Canwest Limited Partnership and Canwest Publishing Inc.  
1450 Don Mills Road  
Toronto, ON  
M3B 2X7

Attention: Mr. Dennis Skulsky,  
President and Chief Executive Officer, Canwest Publishing Inc.

Dear Sirs and Mesdames:

This letter sets out the terms and conditions on which Canwest Publishing Inc. and Canwest Limited Partnership (collectively, the "Company") have engaged RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, as their financial advisor to develop, evaluate and, if deemed appropriate by the Company, to assist the Company in implementing recapitalization or restructuring transaction alternatives with respect to the Company and its subsidiaries or any other entity that may be formed by, or invested in by, the Company to consummate any recapitalization or restructuring transaction, all as more particularly described in section 1 of this letter.

**I. Services**

RBC's services in connection with its engagement hereunder will be provided by Messrs Peter Buzzi and Richard Grudzinski, as long as they are employed full time in RBC's Global Investment Banking department, and such other personnel acting under their direction as they determine to be appropriate. To the extent that Messrs. Buzzi or Grudzinski are no longer so employed, RBC shall assign other individuals with appropriate backgrounds and expertise to lead the RBC team. RBC's services will include providing financial analysis and advice on structuring and implementing certain recapitalization and restructuring transaction alternatives.

Without limiting the foregoing, such assistance may include:

- (a) reviewing the financial position of the Company;
- (b) soliciting potential purchasers for all or a portion of the Company;
- (c) assisting the Company in considering any recapitalization or restructuring transaction alternatives available to the Company and evaluating their feasibility and impact on the Company and its securityholders;

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- (d) assisting the Company in developing, evaluating and, if deemed advisable by the Company, advising and assisting the Company in structuring and implementing any recapitalization, reorganization or restructuring (a "**Transaction**") of the Company's or any of its subsidiaries' existing indebtedness, including without limitation, revolving or term bank loans and other senior secured credit facilities (each a "**First Lien Claim**" and collectively "**First Lien Claims**"), senior subordinated notes and other unsecured notes, term bank loans, indentures and facilities, and any other liabilities, obligations, arrangements or other indebtedness, liabilities or obligations (collectively, "**Existing Debt**"), without limitation through purchase or repurchase, exchange or financing or refinancing, by way of exchange of all or part of any of the Existing Debt for cash or alternative debt or equity securities of the Company or its subsidiaries, as the case may be, conversion, cancellation, forgiveness, retirement, and/or material modification or amendment to the terms, conditions or covenants, extension of the maturity or other rescheduling, financing, refinancing, renegotiation or amendment thereof (excluding any forbearance, waiver or similar agreement for a period not exceeding six months), including pursuant to a repurchase or an exchange transaction or a solicitation of consents, waivers, acceptances or authorizations, or under a proposal, reorganization or arrangement pursuant to proceedings under applicable corporate, restructuring, arrangement, reorganization or similar laws of any jurisdiction now or hereafter in effect ("**Restructuring Proceedings**"), or through a sale of all or a portion of the outstanding shares or partnership interests of the Company or any of the Company's subsidiaries, or a sale of all or a portion of the assets and/or businesses of the Company, or through an equity or debt investment in the Company, any of the Company's subsidiaries or any entity that owns, including any entity that may be formed or invested in to own, directly or indirectly all or a substantial portion of the assets or business currently conducted by the Company and its subsidiaries (a "**Successor**"). Any Transaction which results in the distribution of a minimum of [REDACTED] in cash proceeds to holders of First Lien Claims from an investment ("**New Investment**") by any party or parties ("**Investors**") in equity or debt subordinate to the First Lien Claims of the Company, any of the Company's subsidiaries or a Successor, shall be referred to herein as a "**Sale/Restructuring**". Any Transaction in which holders of First Lien Claims exchange all or a portion of their claims for equity in the Company or a Successor and which is not a Sale/Restructuring, including without limitation pursuant to enforcement of any security or exercise of any remedies with or without court process (an "**Enforcement**"), shall be referred to herein as a "**Credit Bid**";
- (e) providing to the court in any court supervised Restructuring Proceedings evidence in support of any Sale/Restructuring, including any Credit Bid, provided that RBC shall not be under any obligation to provide a fairness opinion or a formal valuation opinion pursuant to the terms of this agreement; and/or
- (f) assisting the Company in developing, evaluating and, if deemed advisable by the Company, implementing a transaction other than a Sale/Restructuring or Credit



Bid, including but not limited to the sale of one or more individual assets or subsidiaries of the Company, an acquisition of assets by the Company or any of its subsidiaries (other than, for greater certainty, the acquisition of the business operated by the National Post Company from the National Post Company or its partners), any merger, amalgamation, combination or other similar transaction involving the Company, any of its subsidiaries or a Successor and a third party, or a refinancing of any or all of the First Lien Claims (an "**Other Alternative Transaction**").

RBC will report directly in writing and in person on the progress of its services to the Company and as may be reasonably directed from time to time by the Company, to The Bank of Nova Scotia, in its capacity as Administrative Agent (the "**Administrative Agent**"), on behalf of the lenders (the "**Lenders**"), from time to time, pursuant to the Credit Agreement dated as of July 10, 2007, as amended and as may be further amended, supplemented restated or otherwise modified from time to time (the "**Senior Credit Agreement**") and the steering committee of lenders formed by the Administrative Agent (the "**Committee**").

## **2. Information**

The Company will assemble and make available or cause to be made available to RBC on a timely basis, all such information (financial or otherwise), data, documents, opinions, appraisals, valuations or other information and materials of whatsoever nature or kind respecting the Company and its subsidiaries or affiliates as RBC may reasonably require or consider appropriate in carrying out its services hereunder. The Company also agrees to provide RBC with timely access, as RBC may reasonably require or consider appropriate in performing its services hereunder, to the directors, officers, employees and legal advisors to the Company and, with the prior written consent of the Company, not to be unreasonably withheld, the independent auditors, consultants and financial and other professional advisors of the Company and its subsidiaries.

RBC shall be entitled to rely upon such information and all other information that is filed by the Company and its subsidiaries or affiliates with applicable securities regulatory or other similar authorities pursuant to applicable continuous disclosure obligations, and RBC shall be under no obligation to verify independently any such information so provided to or otherwise obtained by RBC. RBC shall also be under no obligation to determine whether there have been or to investigate any changes in any of such information occurring after the date any of the same were provided or obtained.

The Company agrees to furnish RBC with the names of all parties with which the Company has had discussions or contacts during the past 6 months concerning a possible Sale/Restructuring or Other Alternative Transaction and to notify RBC promptly if any person contacts or approaches the Company or, to the knowledge of the Company, any of its directors, officers, employees or the holders of any Existing Debt in connection with a possible Sale/Restructuring or Other Alternative Transaction or an expression of interest therein.

3. **Fees**

For its services hereunder, the Company will pay to RBC the following fees:

- (a) **Work Fee:** commencing on October 1, 2009 a monthly Work Fee of [REDACTED] due and payable monthly in advance for each month that RBC is actively advising the Company;
- (b) **Sale/Restructuring Fee:** a Sale/Restructuring Fee based on the Sale/Restructuring Enterprise Value (as defined below), payable upon closing of such Sale/Restructuring and calculated as follows:

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- (c) **Credit Bid Fee:** a Credit Bid Fee of [REDACTED] payable upon closing of a Credit Bid; and/or
- (d) **Other Alternative Transaction Fee:** an Other Alternative Transaction Fee to be negotiated by the Company and RBC in good faith based on prevailing industry practice and taking into account the Sale/Restructuring Fee and Credit Bid Fee, payable upon closing of an Other Alternative Transaction subject to obtaining the prior written consent of the Administrative Agent, not to be unreasonably withheld.

Only one of a Sale/Restructuring Fee, Credit Bid Fee or Other Alternative Transaction Fee will be paid to RBC; however if a Sale/Restructuring or Credit Bid is completed after any Other Alternative Transaction Fee is paid to RBC, instead of being paid the full amount of the Sale/Restructuring Fee or Credit Bid Fee, as the case may be, RBC will be paid the difference, if any, between the Sale/Restructuring Fee or Credit Bid Fee due on completion of such Sale/Restructuring or Credit Bid and such Other Alternative Transaction Fee.

100% of any Work Fees paid by the Company and earned by RBC up to the time of payment to RBC of any Sale/Restructuring Fee, Credit Bid Fee or Other Alternative Transaction Fee (collectively, a "Success Fee") will be credited against such Success Fee. For greater certainty, the Company and RBC acknowledge that any Work Fees paid by the Company will be credited once and only once against any Success Fee.

If a Credit Bid is completed during the term of this engagement, or if RBC would otherwise be entitled to a Credit Bid Fee under the next paragraph, and within three (3) months following closing of the Credit Bid an agreement regarding a Sale/Restructuring is entered into with a party that was contacted or solicited by RBC (as disclosed by RBC to the Company in writing prior to closing of the Credit Bid), upon the closing of the Sale/Restructuring RBC shall be paid the difference between the Sale/Restructuring Fee calculated above as of the date of closing of such Sale/Restructuring and any Credit Bid Fee paid to RBC, to the extent such Sale/Restructuring exceeds the Credit Bid Fee paid to RBC.

The Company will reimburse RBC for all reasonable out-of-pocket expenses incurred by RBC in entering into and performing this agreement, including but not limited to third party travel and communication expenses (not to exceed [REDACTED] without the prior written consent of the Company, such consent not to be unreasonably withheld), database service expenses, courier charges, the reasonable fees and disbursements of counsel (not to exceed [REDACTED] without the prior written consent of the Company, such consent not to be unreasonably withheld) and any other advisors retained by RBC with the prior written consent of the Company, such consent not to be unreasonably withheld.

All or part of the amounts payable under this section 3 may be subject to the federal Goods and Services Tax or applicable provincial sales tax (collectively, "Tax"). Where Tax is applicable, an additional amount equal to the amount of Tax owing will be charged to the Company.

#### **4. Restructuring Proceedings**

The Company covenants and agrees to engage RBC on identical terms as contained herein subsequent to any filing under Restructuring Proceedings or to continue, affirm and acknowledge the obligations herein post-filing, and to seek the approval of the supervising court if necessary, to give effect to this provision and to use its reasonable commercial efforts to ensure that the Company continues to honour its obligations hereunder post-filing. The Company agrees to support RBC in any motion to enforce the terms of this agreement in such a proceeding if RBC at its option brings such a motion for approval, and to actively support and endorse the enforcement of this agreement before the court and with the monitor, any chief restructuring officer or chief restructuring advisor and any other stakeholder groups or creditors, including First Lien Claim holders, with standing to challenge or comment upon this agreement and the enforceability thereof. The Company expressly acknowledges agrees and confirms that a filing is expressly contemplated as a possibility during the term of this engagement and that it is, in the judgment of the senior officers and the board of directors of the Company, in the best interests of the Company in the event of a filing for the terms of this agreement to be renewed and/or continued.

### **5. Term of Engagement**

RBC will act for the Company as provided in this agreement until the earlier of the termination of its engagement by either the Company or RBC upon written notice to the other and twelve (12) months from the date of this agreement, provided that the Company's obligations to indemnify, to pay any amounts due to RBC pursuant to this agreement including fees, expenses and Tax, to engage RBC pursuant to section 4 and to maintain the confidentiality of RBC's advice and opinions in accordance with section 7 shall survive the completion of RBC's engagement hereunder or the expiry or other termination of this agreement.

In addition, representations and warranties provided by the Company in connection with this agreement shall remain in full force and effect, regardless of any investigation made by RBC or on its behalf.

### **6. Indemnification**

The Company hereby agrees to indemnify RBC in accordance with Schedule A hereto, which Schedule A forms part of this letter agreement and the consideration for which is the entering into of this letter agreement. Such indemnity (the "Indemnity") shall be executed and delivered to RBC on the execution of this letter agreement and shall be in addition to, and not in substitution for, any liability which the Company or any other person may have to RBC or to other persons indemnified pursuant to the Indemnity apart from the Indemnity. The Indemnity shall apply to all services contemplated herein.

### **7. Confidentiality**

RBC acknowledges that all information provided to it by the Company pursuant to this agreement is subject to the terms of the confidentiality agreement between Canwest Limited Partnership and RBC dated October 1, 2009 (the "Confidentiality Agreement").

The advice or opinions of RBC, including any background or supporting materials or analysis, shall not be publicly disclosed or referred to or provided to any third party by the Company without the prior written consent of RBC, provided that the Company may disclose such advice to its counsel and auditors, the Administrative Agent and the Committee and may reference any advice provided in connection with any court proceedings to which the Company may become a party on two (2) business days prior notice to RBC.

### **8. Acknowledgement of Securities Activities**

The Company acknowledges that RBC is a global, full service securities firm engaged in securities trading and brokerage activities, and providing investment banking, investment management, financial and financial advisory services. In the ordinary course of its trading, brokerage, investment and asset management and financial activities, RBC and its affiliates may hold long or short positions, and may trade or otherwise effect or recommend transactions, for its own account or the accounts of its customers, in debt or equity securities or loans of the Company, any of its subsidiaries or affiliates, or any other entity that may be involved in a transaction with the Company. RBC will implement and maintain information barriers between the RBC deal team working on this engagement and any personnel employed in its trading and

brokerage or research departments such that the RBC deal team working on this engagement will maintain confidentiality pursuant to section 7 above of the information supplied to it in connection with its engagement pursuant to this agreement from the personnel employed in such departments.

The Company is aware that Royal Bank of Canada (the "Bank") is a co-syndicate agent and a member of lending syndicates that have made available to Canwest Limited Partnership certain credit facilities. RBC will implement and maintain information barriers between the RBC deal team working on this engagement and the Bank personnel acting with regard to such facilities such that: (i) the members of the RBC deal team working on this engagement will not participate in any discussions or decisions relating to the Bank's course of action with respect to such facilities; and (ii) the RBC deal team working on this engagement will maintain confidentiality pursuant to section 7 above of the information supplied to it in connection with its engagement pursuant to this agreement from the Bank personnel acting in respect of such credit facilities.

As a global, full service financial organization, RBC and its affiliates may also provide a broad range of normal course financial products and services to its customers (including, but not limited to banking, credit derivative, hedging and foreign exchange products and services), including entities that may be involved in a transaction with the Company.

RBC acknowledges its responsibility to comply with applicable securities laws as they relate to the trading of securities while in possession of material non-public information and further acknowledges that it has in place information barriers to protect the unauthorized transmission of this information to employees of RBC and its affiliates who do not have a legitimate need to know this information.

#### **9. Publicity**

The Company acknowledges and agrees that RBC may, subsequent to the completion of a publicly-announced Sale/Restructuring, Credit Bid or Other Alternative Transaction make public its involvement with the Company, including the right of RBC at its own expense to place advertisements describing its services to the Company in financial, news or business publications. Furthermore, if requested by RBC, the Company shall include a mutually acceptable reference to RBC in any media release or other public announcement made by the Company regarding the matters described in this agreement.

#### **10. Other Matters**

The Company acknowledges that it has retained RBC solely to provide the services set forth in this letter agreement. In rendering such services, RBC will act as an independent contractor, and RBC owes its duties arising out of this engagement solely to the Company and to no other person. The Company acknowledges that nothing in this letter agreement is intended to create duties to the Company beyond those expressly provided in this letter agreement, and RBC and the Company specifically disclaim the creation of any partnership, joint venture, fiduciary, agency or non-contractual relationship between, or the imposition of any partnership, joint venture, fiduciary, agency or non-contractual duties on, either party.

This letter agreement and the Confidentiality Agreement incorporates the entire agreement between the parties with respect to the subject matter of this agreement, and may not be amended or modified except in writing. This letter agreement replaces and supersedes any other arrangements, understandings or agreements between RBC and the Company's affiliates in relation to the Company and its subsidiaries. RBC acknowledges and agrees that it has no claims against the Company as a result of or in connection with any services provided by RBC pursuant to any other engagement by the Company or by any of the Company's affiliates. This letter agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. All financial references in this agreement are to Canadian dollars unless otherwise indicated. If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this letter agreement. Unless otherwise defined herein, terms which are used in this letter agreement which are defined in the Securities Act (Ontario) shall have the meaning set forth therein for purposes of this letter agreement. This letter agreement may be executed in one or more facsimile counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

#### 11. Acceptance

Please confirm that the foregoing is in accordance with the Company's understanding by signing and returning the attached duplicate copy of this letter, which shall thereupon constitute a binding agreement between the Company and RBC.

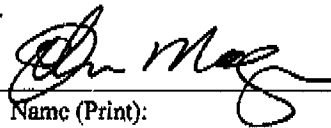
Yours very truly,

**RBC DOMINION SECURITIES INC.**

By: \_\_\_\_\_  
Name (Print):  
Title (Print):

Accepted and agreed to as of the 1st day of October, 2009.

**CANWEST LIMITED PARTNERSHIP, by  
its general partner, CANWEST (CANADA)  
INC.**

By:  \_\_\_\_\_  
Name (Print):  
Title (Print):


18/05/2009 21:43

416-934-7136

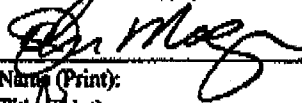
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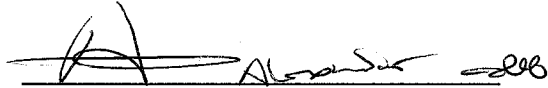
**CANWEST PUBLISHING INC.**

By:   
\_\_\_\_\_  
Name (Print):  
Title (Print):

By:   
\_\_\_\_\_  
Name (Print):  
Title (Print):



This is Exhibit "EE" to the Affidavit of  
THOMAS C. STRIKE sworn before me  
this 7th day of January, 2010.



Commissioner for Taking Affidavits

**Canvest Limited Partnership**  
**13 WEEK CASH FLOW**

CAD 000s	Jan		Jan		Feb		Feb		Mar		Mar		Apr		TOTAL
	4-Jan-10	11-Jan-10	18-Jan-10	25-Jan-10	1-Feb-10	8-Feb-10	15-Feb-10	22-Feb-10	1-Mar-10	8-Mar-10	15-Mar-10	22-Mar-10	29-Mar-10	4-Apr-10	
Beginning															
Ending															
<b>Operating Cashflow</b>															
Receipts															
Operating Receipts	23,102	23,790	23,572	24,415	22,264	21,478	20,566	20,148	18,161	20,122	19,435	19,268	19,884	276,206	
Related Party Receipts	-	-	-	2,843	-	-	-	2,809	-	-	-	-	-	2,830	8,482
<b>Total Operating Receipts</b>	<b>23,102</b>	<b>23,790</b>	<b>23,572</b>	<b>27,258</b>	<b>22,264</b>	<b>21,478</b>	<b>20,566</b>	<b>22,957</b>	<b>18,161</b>	<b>20,122</b>	<b>19,435</b>	<b>19,268</b>	<b>19,884</b>	<b>284,688</b>	
Disbursements															
Payroll & Benefits	(6,918)	(11,379)	(6,863)	(8,253)	(8,225)	(9,478)	(7,728)	(8,799)	(7,092)	(7,170)	(9,805)	(6,863)	(6,659)	(107,234)	
Operating Expenses	(7,102)	(8,427)	(8,620)	(11,846)	(9,108)	(8,108)	(8,379)	(11,352)	(8,798)	(8,798)	(8,824)	(12,128)	(8,766)	(119,254)	
Capital Expenditures	(469)	(659)	(519)	(686)	(469)	(591)	(519)	(1,108)	(519)	(569)	(764)	(469)	(720)	(8,053)	
Inter Company Disbursements	-	-	-	(4,538)	-	-	-	(3,297)	-	-	-	-	(3,396)	(11,231)	
Interest	-	-	(3,063)	(1,145)	-	-	-	(3,293)	-	-	-	(2,767)	(131)	(9,400)	
<b>Total Disbursements</b>	<b>(16,489)</b>	<b>(20,465)</b>	<b>(19,065)</b>	<b>(25,467)</b>	<b>(16,802)</b>	<b>(18,177)</b>	<b>(16,626)</b>	<b>(27,849)</b>	<b>(16,408)</b>	<b>(16,537)</b>	<b>(19,393)</b>	<b>(22,227)</b>	<b>(19,672)</b>	<b>(255,176)</b>	
<b>Net Operating Cashflows</b>	<b>6,614</b>	<b>3,325</b>	<b>4,508</b>	<b>1,791</b>	<b>5,463</b>	<b>3,301</b>	<b>3,939</b>	<b>(4,892)</b>	<b>1,752</b>	<b>3,586</b>	<b>43</b>	<b>(2,959)</b>	<b>3,042</b>	<b>29,512</b>	
National Post (Advances)/Repayments	(179)	(1,711)	538	1,610	(449)	(985)	(462)	(273)	302	(549)	(1,700)	(801)	2,337	(2,322)	
<b>Restructuring Costs</b>															
Professional Fees - Restructuring	(638)	(1,360)	(875)	(675)	(963)	(510)	(500)	(513)	(600)	(523)	(500)	(500)	(788)	(9,343)	
Critical Supplier Payment	-	(3,000)	(3,000)	(3,000)	(3,000)	(56)	(186)	(56)	(95)	(95)	(130)	-	-	(12,000)	
Other restructuring	(518)	(181)	(56)	(24)	(151)	(56)	(28)	(28)	(95)	(28)	-	-	(95)	(4,569)	
DIP Interest/Fees	(63)	(963)	-	(24)	-	-	-	-	(65)	-	-	-	(35)	(1,111)	
<b>Total - Restructuring costs</b>	<b>(1,418)</b>	<b>(5,504)</b>	<b>(3,931)</b>	<b>(6,924)</b>	<b>(4,113)</b>	<b>(666)</b>	<b>(886)</b>	<b>(596)</b>	<b>(955)</b>	<b>(523)</b>	<b>(630)</b>	<b>(500)</b>	<b>(917)</b>	<b>(27,003)</b>	
<b>Total Net Cashflow</b>	<b>5,017</b>	<b>(3,889)</b>	<b>1,115</b>	<b>(3,522)</b>	<b>900</b>	<b>1,750</b>	<b>2,791</b>	<b>(578)</b>	<b>1,359</b>	<b>2,515</b>	<b>(2,288)</b>	<b>(4,260)</b>	<b>4,461</b>	<b>168</b>	
Opening Unrestricted Cash	34,655	39,672	35,783	36,898	33,375	34,275	36,025	38,817	33,054	34,414	36,928	34,641	30,381	34,557	
<b>Total Cash</b>	<b>39,672</b>	<b>35,783</b>	<b>36,898</b>	<b>33,375</b>	<b>34,275</b>	<b>36,025</b>	<b>38,817</b>	<b>33,054</b>	<b>34,414</b>	<b>36,928</b>	<b>34,641</b>	<b>30,381</b>	<b>34,843</b>	<b>34,943</b>	