

(3) **Employee Laws.** Except as disclosed in Schedule 7.6(3), each LP Entity and National Post are in material compliance with all Employment Laws relating to Employees and National Post employees. There are no outstanding charges or orders requiring an LP Entity or National Post to comply with the *Occupational Health and Safety Act* (Ontario) or comparable applicable legislation of any other jurisdiction. Except as disclosed in Schedule 7.6(3), all obligations of the LP Entities and National Post in respect of vacation pay and banked vacation entitlement, holiday pay, overtime pay or time-off entitlement, sick pay or banked sick leave, contributions or premiums for Statutory Plans, accrued employee compensation, Multi-Employer Plans, LP Benefit Plans and National Post Benefit Plans payments or premiums, will have been paid or discharged as of the Acquisition Date or, if unpaid, are accurately reflected in the Books and Records.

### **Section 7.7 Pension and Other Benefit Plans**

(1) **Benefit Plans.** Schedule 7.7(1) lists or identifies all of the LP Benefit Plans and Multi-Employer Plans.

(2) **Disclosure.** True, current and complete copies of all written LP Benefit Plans and National Post Benefit Plans, as amended to date, or where oral, a written summary of the material terms thereof together with current and complete copies of all material documents related to the LP Benefit Plans and National Post Benefit Plans have been delivered or made available to Purchaser, including, where applicable:

- (i) trust agreements and funding agreements;
- (ii) insurance contracts and policies, investment management agreements, statements of investment policies and procedures, subscription and participation agreements, benefit administration contracts and any financial administration contracts;
- (iii) booklets, summaries, manuals and communications of a general nature, distributed or made available to any Employees or former employees of the LP Entities or the employees or former employees of National Post;
- (iv) the most recent financial and accounting statements and reports;
- (v) the most recent actuarial reports required to be filed with a Governmental Authority; and
- (vi) all reports, statements, valuations, returns and correspondence for each of the last three years which affect premiums, contributions, refunds, deficits or reserves under any of LP Benefit Plan or National Post Benefit Plan.

(3) **Compliance.** Each of the LP Benefit Plans and National Post Benefit Plans is registered, invested and administered, in all material respects, in compliance with the terms thereof, with all Applicable Laws, and any applicable collective agreements. None of the LP Entities or National Post has received in the last six years, any notice from any Person questioning or challenging such compliance (other than a claim relating solely to benefits by that Person), and none of the

LP Entities or National Post has any knowledge of such notice whether written or otherwise, from any Person questioning or challenging such compliance record beyond the last six years.

(4) **Amendments.** No amendments have been made to any LP Benefit Plans or National Post Benefit Plans and no improvements to any LP Benefit Plans or National Post Benefit Plans have been promised that are not disclosed in the plan documents provided to Purchaser, except as may be required, or are reasonably anticipated to be required, by Applicable Law or the terms of a collective agreement.

(5) **Obligations under Multi-Employer Plans.** The obligations of the LP Entities or National Post to any Multi-Employer Plans in which the LP Entities or National Post participate or to which the LP Entities or National Post are required to contribute are restricted solely to providing information to the administrators of the Multi-Employer Plan and making contributions in accordance with and the terms of the applicable collective agreements, and the employer contributions requirements under the applicable pension benefits legislation.

(6) **Employee Data.** All employee data necessary to administer the LP Benefit Plans and National Post Benefit Plans is true and correct in all material respects.

(7) **Penalties, Taxes.** There are no material outstanding defaults or violations by any LP Entity or National Post in respect of any LP Benefit Plans or National Post Benefit Plans, and no material Taxes, penalties or fees are owing or exigible under any of the LP Benefit Plans or National Post Benefit Plans.

(8) **Contributions.** All contributions or premiums required to be paid or remitted by an LP Entity or National Post under the terms of each LP Benefit Plan and National Post Benefit Plan or by any Applicable Law or collective agreement or other labour union contract have been paid or remitted in accordance with the terms thereof and any Applicable Law or collective agreement or other labour union contract. All employee contributions to the LP Benefit Plans and National Post Benefit Plans required to be made by way of payroll deduction have been authorized by the employees and properly withheld by an LP Entity or National Post and fully paid into the LP Benefit Plans and National Post Benefit Plans funds or remitted in connection with the LP Benefit Plans and National Post Benefit Plans.

(9) **Post-Retirement Benefits.** Except as disclosed in Schedule 7.7(9), none of the LP Benefit Plans provide benefits beyond retirement or other termination of service to Employees or National Post employees, or former employees or beneficiaries or dependants of such Employees or National Post employees.

## **Section 7.8 General Matters**

(1) **No Conflicts.** The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by the LP Entities, and the completion of the Acquisition, will not constitute or result in a material violation or breach of or default under:

- (a) any term or provision of any of the articles, by-laws or other constating documents of the LP Entities or National Post;

- 44 -

- (b) subject to obtaining the Consents, the terms of any Personal Property Lease or Real Property Lease, in each case, that is material to the Business or the business of National Post or any Material Contract; and
- (c) subject to obtaining the Regulatory Approvals, any term or provision of any (i) Licence or Order that is material to the Business or the business of National Post or (ii) Applicable Law.

(2) **Disclaimer of Other Representations and Warranties.** Except as expressly set forth in this Article 7, the LP Entities make no representation or warranty, and there is no condition, in each case, express or implied, at law, by statute or in equity, in respect of the Business or the Acquired Assets or the Assumed Liabilities, or the business or assets of National Post, including with respect to merchantability or fitness for any particular purpose, and any such other representations, warranties or conditions are expressly disclaimed.

## **ARTICLE 8 – REPRESENTATIONS AND WARRANTIES OF PURCHASER AND HOLDCO**

Each of Purchaser and Holdco represents and warrants to each of the LP Entities as stated below and acknowledges that each of the LP Entities is relying on the accuracy of each such representations and warranties in entering into this Agreement and completing the Acquisition.

### **Section 8.1 Status**

It is and has full power and authority to execute and deliver this Agreement and to consummate the Acquisition.

### **Section 8.2 Due Authorization**

The execution and delivery of this Agreement and the consummation of the Acquisition have been duly and validly authorized by it and no other corporate proceedings on its part are necessary to authorize this Agreement or the Acquisition.

### **Section 8.3 Enforceability**

This Agreement has been duly and validly executed and delivered by it and is a valid and legally binding agreement of it enforceable against it in accordance with its terms except as may be subject to applicable bankruptcy, insolvency, moratorium or other similar laws, now or hereafter in effect, relating to or affecting the rights of creditors generally and by legal and equitable limitations or the enforceability of specific remedies.

### **Section 8.4 Investment Canada Act**

Subject to a contrary determination by the Heritage Minister, Purchaser is not a “non-Canadian” within the meaning of the ICA.

### Section 8.5 No Conflicts

The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by it, and the completion of the Acquisition, will not constitute or result in a violation or breach of or default under:

- (1) any term or provision of any of its articles, by-laws or other constating documents;
- (2) the terms of any indenture, mortgage, lease, agreement, obligation or instrument, in each case, that is material to it or any of its Affiliates; or
- (3) subject to obtaining the Regulatory Approvals described in Schedule 10.1(6), any term or provision of any Order applicable to it or any Applicable Law.

### Section 8.6 Financial Ability

(1) Purchaser has firm commitments from lenders and/or other financing parties to provide an aggregate of US\$700 million and \$250 million of debt and equity financing to fund the cash portion of the Purchase Price. Prior to the execution and delivery of this Agreement, Purchaser delivered to the LP Entities and the Monitor true and complete copies of the following commitment letters evidencing such commitments: (i) the availability of committed credit facilities pursuant to an executed commitment letter (the "**Debt Commitment Letter**") dated April 30, 2010 made by J.P. Morgan Securities Inc., Morgan Stanley Senior Funding, Inc. And JPMorgan Chase Bank, N.A. (collectively, the "**Lenders**") in favour of Purchaser and Holdco, and (ii) equity commitments pursuant to an executed equity commitment letter (the "**Equity Commitment Letter**") dated April 30, 2010 made by each of GoldenTree Asset Management LP, TD Asset Management Inc., Invesco Trimark Ltd., Halbis Distressed Opportunities Master Fund Ltd, Alden Global Distressed Opportunities Fund, L.P., First Eagle Investment Management, LLC, 1798 Relative Value Master Fund, Ltd., Seneca Capital Investments, LP and OZ CW Investments LLC (collectively, the "**Equity Sponsors**") in favour of Purchaser and Holdco. The commitments described in the Debt Commitment Letter and the Equity Commitment Letter are not subject to any condition precedent other than the conditions expressly set forth therein. As of the date hereof, each of the Debt Commitment Letter and the Equity Commitment Letter are in full force and effect, unamended and is a legal, valid and binding obligation of Purchaser and Holdco, the Equity Sponsors and the Lenders. As of the date hereof: (i) no amendment or modification to the Debt Commitment Letter or the Equity Commitment Letter are contemplated (except to add additional Equity Sponsors), and (ii) as of the date hereof no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of the Purchaser or Holdco under the Debt Commitment Letter or the Equity Commitment Letter, respectively that would, in either (i) or (ii), reasonably be expected to materially impair, delay or prevent the consummation of the transactions contemplated by this Agreement. As of the date hereof Purchaser and Holdco have no reason to believe that they will be unable to satisfy on a timely basis any term or condition of closing of the financing to be satisfied by either of them contained in the Debt Commitment Letter or the Equity Commitment Letter and neither Purchaser nor Holdco is aware of any fact, occurrence or condition that would reasonably be expected to cause either of such financing commitments to terminate or be ineffective or any of the terms or conditions of closing of such financings not to be met or of any impediment to the funding of the cash payment obligations of Purchaser in connection with the Acquisition.

### **Section 8.7 Litigation**

There are no claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations, investigations or other proceedings, including appeals and applications for review, in progress or, to its knowledge, pending or threatened against or relating to it which, if determined adversely against it, would,

- (1) prevent Purchaser from paying the Purchase Price in accordance with this Agreement;
- (2) enjoin, restrict or prohibit the transfer of all or any part of the Acquired Assets as contemplated by this Agreement; or
- (3) prevent it from fulfilling any of its obligations set out in this Agreement or arising from this Agreement.

### **Section 8.8 Tax Registrations**

As of the Acquisition Date, Purchaser will be duly registered under Subdivision (d) of Division V of Part IX of the GST Act with respect to the goods and services tax and harmonized sales tax and under Division I of Chapter VIII of Title I of the QST Act with respect to QST.

### **Section 8.9 Canadian Newspapers**

Upon completion of the Acquisition, each newspaper to be acquired from an LP Entity pursuant to this Agreement and the newspaper published by National Post will continue to be a "Canadian newspaper", each issue of which is a "Canadian issue", for purposes of section 19 of the ITA.

### **Section 8.10 Shareholders' Interests in Canadian Newspapers**

No equityholder of Purchaser or Holdco owns any equity interest in excess of 10% in any newspaper or digital news media business in Canada.

### **Section 8.11 Diligence by Purchaser**

Each of Purchaser and Holdco acknowledges that it has conducted an independent review, investigation and inspection of the financial condition, liabilities, results of operations and projected operations of the Business and the business of the National Post and the nature and condition of the LP Entities and the National Post's properties and assets and liabilities and, in making the determination to proceed with the transactions contemplated by this Agreement, has relied solely on the results of its own independent review, investigation and inspection and the representations, warranties, conditions and statements in Article 7 and, except to the extent specifically set forth in Article 7, Purchaser is purchasing the Acquired Assets on an "as-is, where-is" basis at Purchaser's risk and peril and Purchaser accepts the same in their present state, condition and location. Except as set forth in Article 7, no representation, warranty, condition or covenant is expressed or implied (by operation of law or otherwise) by the LP Entities, including any representations, warranties, conditions or covenants as to title, assignability, encumbrance, description, merchantability or fitness for a particular purpose, environmental compliance, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning

the Business, Acquired Assets and/or the Assumed Liabilities or, as applicable, the right of the LP Entities to sell or assign same and Purchaser has not relied upon any written or oral statements, representations, promises, warranties, covenants, conditions or guaranties whatsoever, whether expressed or implied (by operation of law or otherwise) concerning the Business, the business of the National Post, Acquired Assets and/or the Assumed Liabilities or the completeness of any information provided in connection therewith, except as set forth in Article 7. The disclaimer in this Section 8.11 is made notwithstanding the delivery of disclosure to Purchaser or its directors, officers, employees, agents or representatives of any documentation or other information (including any financial projections or other supplemental data included in this Agreement and/or any schedule) and such documentation or information is not warranted to be complete or accurate or correct and such description does not constitute part of the terms and conditions of the sale of the Acquired Assets or the assumption of the Assumed Liabilities. Any and all conditions, warranties or representations express or implied pursuant to the Civil Code of Québec or other applicable sale of goods legislation do not apply hereto and are hereby expressly waived by Purchaser.

## ARTICLE 9 – COVENANTS

### Section 9.1 General Covenants

(1) During the Interim Period, except as contemplated in the Initial Order or the CCAA Case or as otherwise consented to by Purchaser, the LP Entities shall, and shall cause National Post to:

- (a) **Operations.** Carry on the Business and the business of National Post (including carrying on the operation of all newspapers) in the usual and ordinary course in substantially the same manner as heretofore conducted and preserve intact their present business organization, use all reasonable efforts to keep available the services of their present officers and employees and preserve their relationships with customers, suppliers and others having business dealings with them, subject to the CCAA Case and the Shared Services Agreement;
- (b) **Insurance.** Keep in full force their current insurance policies relating to the Acquired Assets and the assets and properties of National Post or without permitting any termination, cancellation or lapse thereof, enter into replacement policies providing coverage equal to or greater than the coverage under those cancelled, terminated or lapsed for substantially similar premiums;
- (c) **Inconsistent Activities.** Except in respect of the Credit Acquisition, not to solicit or encourage any inquiries or proposals or initiate discussions or negotiations with, or provide any information to any third party (other than Purchaser) concerning, or enter into any transaction involving, the acquisition of all or any part of the Business, the business of National Post or the Acquired Assets;
- (d) **Pension Plans.** Except as contemplated by the Shared Services Agreement or the Omnibus Transition and Reorganization Agreement, not transfer any Person to or from any LP Pension Plans or National Post pension plan or undertake any transaction in relation to such plan, without Purchaser's consent;

- (e) **Representations and Warranties.** Not do anything that would cause any of the representations and warranties of the LP Entities under this Agreement or under any document delivered pursuant to this Agreement to be untrue, except as otherwise contemplated in this Agreement.

(2) Each of the Parties shall comply with legislative requirements or, as applicable, use commercially reasonable efforts to cause each of the conditions contained in this Agreement to be fulfilled or performed by it on or before the Acquisition Date as contemplated hereunder. Purchaser agrees to take all such actions as are within its power and control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within their power to control, so as to ensure compliance with and satisfy any conditions set forth in any financing commitment letters described in Section 8.6.

### **Section 9.2 Actions to Satisfy Closing Conditions**

(1) Each of the Parties shall use commercially reasonable efforts to take all such actions as are within its power to control, and to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions and covenants set forth in Article 9 and Article 10 which are for the benefit of any other Party, including:

- (a) preparing and filing as promptly as practicable all necessary documents, registrations, statements, petitions, filings and applications for the Regulatory Approvals described in Schedule 10.1(6);
- (b) using their commercially reasonable efforts to obtain and maintain all approvals, clearances, consents, registrations, permits, authorizations and other confirmations required to be obtained from any Governmental Authority or other third party that are necessary, proper or advisable to consummate the transactions contemplated by this Agreement, including the Regulatory Approvals described in Schedule 10.1(6);
- (c) using commercially reasonable efforts to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Acquisition and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and
- (d) carrying out the terms of any order of the CCAA Court applicable to it and using commercially reasonable efforts to comply promptly with all requirements which Applicable Laws may impose on it or its Affiliates with respect to the transactions contemplated hereby.

(2) Purchaser shall co-operate with the LP Entities, and keep the LP Entities informed as to the status of the proceedings relating to Competition Act Approval and provide the LP Entities with copies of applications, notifications, filings and other communications in draft form, deleting information that is confidential to Purchaser, or on an external counsel-only basis, or as may be agreed by the Parties in writing. Purchaser shall not participate, or permit its Affiliates to participate, in any substantive meeting or discussion, either in person or by telephone with any

Governmental Authority in connection with the consummation of the transactions contemplated by this Agreement unless it consults with the LP Entities in advance (or if prior consultation is impracticable, it notifies the LP Entities of the fact and substance of such meeting or discussion as soon as possible thereafter) and, to the extent not prohibited by such Governmental Authority, gives the LP Entities the opportunity to attend and participate. The LP Entities shall fully cooperate and communicate with Purchaser in respect of all dealings with the Commissioner, including the filing of notices required under the *Competition Act* (Canada) and the satisfaction of requests from the Commissioner for additional information respecting the transactions contemplated by this Agreement.

(3) Purchaser and the LP Entities shall take commercially reasonable steps in order to avoid the filing of an application for, or the issuance of any interim Order or other Order which would have the effect of delaying or preventing the Acquisition, and if any such interim Order or other Order is issued, Purchaser and the LP Entities shall take commercially reasonable steps to have it rescinded, revoked or set aside as soon as possible.

(4) Purchaser will promptly notify the LP Entities and the LP Entities will promptly notify Purchaser upon:

- (a) becoming aware of any Order or any complaint requesting an Order restraining or enjoining the execution of this Agreement or the consummation of the transactions contemplated under this Agreement; or
- (b) receiving any notice from any Governmental Authority of its intention:
  - (i) to institute a suit or proceeding to restrain or enjoin the execution of this Agreement or the consummation of the transactions contemplated by this Agreement; or
  - (ii) to nullify or render ineffective this Agreement or such transactions if consummated.

(5) Purchaser shall pay all filings fees, if any, required in connection with obtaining the Competition Act Approval.

### **Section 9.3 Non-Assignable Assets**

(1) If any of the Acquired Assets shall not be assignable, or shall only be assignable with the Consent of a third party ("**Third Party Approval**"), the LP Entities shall, during the Interim Period, use commercially reasonable efforts, in co-operation with Purchaser, to secure any Third Party Approval required in connection with the assignment of such Acquired Asset prior to the Acquisition Date. Upon request by Purchaser, during the Interim Period the LP Entities shall use commercially reasonable efforts to obtain an Order from the CCAA Court, in form and substance satisfactory to Purchaser, acting reasonably to permit the assignment of any Acquired Assets, notwithstanding the absence of any required Third Party Approval.

(2) Where such Acquired Asset is not assignable or any Third Party Approval in respect of such Acquired Asset has not been obtained prior to the Acquisition Date, in accordance with the terms of the Sanction and Vesting Orders and any other Order granted by the Court, on the



Acquisition Date the LP Entities shall assign the relevant Acquired Asset to Purchaser without the Third Party Approval notwithstanding any restriction or prohibition on assignment in respect of such Acquired Asset.

#### **Section 9.4 Access**

(1) The LP Entities and the National Post shall provide Purchaser, its auditors, consultants, counsel and other representatives (a) such information about the Business and the business of National Post as Purchaser may reasonably require from time to time and (b) reasonable access to the LP Entities and National Post's premises, properties, corporate, financial and other books and records, all policies of insurance, contracts, leases, deeds, property and other assets within the possession or control of the LP Entities or National Post, wherever they may be located, which right of access shall include the right to inspect and appraise such property and assets and to enable Purchaser, its auditors, consultants, counsel and other representatives to continue to investigate the affairs of the Business and the business of National Post on an ongoing basis. No such investigation shall prejudice the rights of Purchaser under this Agreement. For the avoidance of doubt, confidential competitively-sensitive information of one Party may be shared with another Party only for purposes of preparing filings and related materials to secure Regulatory Approvals and subject to approval of external counsel.

(2) Purchaser shall preserve and keep all Books and Records and all information relating to the accounting, business, and financial affairs that relate to the Business and the business of National Post for a period of five years after the Acquisition Date (or such longer period as Purchaser and the LP Entities may agree) (the "**Retention Period**"). During the Retention Period, Purchaser shall provide the LP Entities and the Monitor with reasonable access to any information in its possession or control relating to the Business and the business of National Post as the LP Entities or the Monitor may reasonably require to meet legal, regulatory, accounting and auditing requirements. If requested by the Monitor, acting reasonably, employees of Purchaser shall assist the Monitor in the performance of its duties and obligations, including the duties and obligations of the LP Entities under this Agreement and the preparation and service of notices to creditors and preparation of the LP Entities' tax returns. During the Retention Period, if reasonably requested by any trustee in bankruptcy appointed in respect of the estates of the LP Entities, Purchaser agrees to (i) provide such trustee in bankruptcy with reasonable access to any information in its possession or control relating to the Business and the business of National Post, and (ii) direct any requested Transferred Employees to assist the trustee in bankruptcy in the performance of its duties and obligations including the preparation and service of notices to creditors.

#### **Section 9.5 Personal Information Privacy**

Purchaser shall at all times comply with all Applicable Law governing the protection of personal information, with respect to Personal Information disclosed or otherwise provided to Purchaser by the LP Entities or National Post under this Agreement. Purchaser shall only use or disclose such Personal Information for the purposes of reasonably investigating the affairs of the Business and the business of National Post as contemplated in Section 9.4 and completing the Acquisition or, in the case of Employees, offering employment to Employees in accordance with this Agreement. Purchaser shall safeguard all Personal Information collected from the LP Entities or National Post in a manner consistent with the degree of sensitivity of the Personal Information and, furthermore, maintain at all times the security and integrity of the Personal

Information. Purchaser shall not make any copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the Acquisition is not completed for any reason, and shall return all Personal Information to the LP Entities or National Post, or destroy such Personal Information at the LP Entities' request.

### **Section 9.6 Confidentiality**

(1) Prior to the Acquisition Date, Purchaser and Holdco shall keep confidential all information disclosed to it by the LP Entities or their agents relating to the LP Entities, National Post, the Business or the business of the National Post (including any information disclosed by or on behalf of the LP Entities to any equityholder of Purchaser or Holdco that is disclosed to Purchaser or Holdco) ("**Confidential Information**"), except information which:

- (a) appears in issued patents or publications;
- (b) is known or becomes generally known to the relevant public through disclosure which, to the knowledge and belief of Purchaser and Holdco, does not violate any obligation of confidentiality at law or in contract; or
- (c) Purchaser or Holdco can establish is independently generated by them without use of Confidential Information.

Such Confidential Information is confidential and proprietary to the LP Entities and Purchaser and Holdco shall only disclose such information to those of its employees and representatives of its advisors and the Equity Sponsors and the Lenders (provided such Equity Sponsors and Lenders have entered into confidentiality agreements with the LP Entities) who need to know such information for the purposes of evaluating and implementing the transaction contemplated in this Agreement. If this Agreement is terminated without completion of the transactions contemplated by this Agreement, Purchaser and Holdco shall promptly return or destroy all documents, work papers and other written material (including all copies) obtained from the LP Entities in connection with this Agreement, and not previously made public and shall continue to maintain the confidence of all such information. Notwithstanding the foregoing, electronic information may be retained by Purchaser and Holdco in back up servers if it is not intentionally made available to any person, and is deleted in accordance with Purchaser's and Holdco's normal policies with respect to the retention of electronic records, provided that all Confidential Information that is so retained shall remain subject to the confidentiality provisions of this Agreement for so long as such Confidential Information is retained.

### **Section 9.7 Administrative Reserve**

The Monitor shall establish the Administrative Reserve on the Acquisition Date in accordance with the Administrative Reserve Order, which order shall be in form and substance satisfactory to Purchaser and the LP Entities, acting reasonably. From time to time after the Acquisition Date, the Monitor may (i) pay from the Administrative Reserve the Administrative Reserve Costs, and (ii) reduce the amount of the Administrative Reserve as and to the extent it is no longer required to satisfy the Administrative Reserve Costs by distributing to Purchaser the amount of such reductions, in each case in accordance with the Administrative Reserve Order. Any residual balance in the Administrative Reserve after the payment of all Administrative Reserve Costs shall be an asset of and owned by Purchaser.

### Section 9.8 Approval of CCAA Plan and CCAA Court Orders

(1) As promptly as possible after the date hereof, the LP Entities shall, in consultation with Purchaser, prepare, serve, file with the CCAA Court and diligently pursue a motion and a proposed Order, in form and substance acceptable to Purchaser, acting reasonably, seeking, among other things:

- (a) approval and confirmation of the execution, delivery and performance of this Agreement by the LP Entities;
- (b) requiring the LP Entities to promptly call and hold a meeting of the unsecured creditors of the LP Entities affected by the CCAA Plan for the purpose of considering and approving the CCAA Plan;
- (c) confirming that the only Persons to whom notice is to be provided in respect of the meeting to consider the approval of the CCAA Plan are those holding unsecured claims against the LP Entities, as determined pursuant to the Claims Procedure Order, and the manner in which such notice is to be provided;
- (d) confirming that the requisite approval in respect of the CCAA Plan shall be 66% in value, and a majority in number, of those holders of such unsecured claims present in person or properly represented at the meeting; and
- (e) providing for the notice requirements with respect to the presentation of the motion to the CCAA Court for the Sanction and Vesting Orders.

The Purchaser and the LP Entities shall agree to any amendments or variations to the form of such motion or Order as may be required to implement the procedure set forth in the Stikeman Letter. Any other amendment or variation to the form of such motion or Order shall be subject to the prior approval of Purchaser, acting reasonably. The LP Entities shall use their commercially reasonable efforts to cause the CCAA Court to (i) schedule and hear such motion within seven days of filing the motion, and (ii) enter the issued Order forthwith after its issuance.

(2) As promptly as possible after the date hereof, the LP Entities shall prepare a circular, together with any other documents required by the CCAA Court in connection with the calling and holding of the meeting of unsecured creditors of the LP Entities to consider and approve the CCAA Plan, each in form and substance satisfactory to Purchaser and the LP Entities, acting reasonably, and in accordance with Applicable Law and the terms of the Order referred to in Section 9.8(1). During the course of the preparation of such documents, the LP Entities shall provide Purchaser and its counsel a reasonable opportunity to review and comment on such documents, and in the event of a disagreement between Purchaser and the LP Entities regarding the content of such documents, such disagreement shall be resolved by the CCAA Court. As soon as practicable after the issuance of the Order referred to in Section 9.8(1), the LP Entities shall cause such circular, together with all other required documents, to be sent to the unsecured creditors of the LP Entities and any other Persons as may be required by the CCAA Court or under Applicable Law, and the LP Entities shall call and hold the meeting of their unsecured creditors for the purposes of considering and approving the CCAA Plan in accordance with Applicable Law and the terms of the Order referred to in Section 9.8(1). The LP Entities shall not adjourn, postpone or cancel (or propose to adjourn, postpone or cancel) the meeting, except

with Purchaser's prior written consent or as required by the CCAA Court or for quorum purposes. The LP Entities shall provide reasonable advance notice to Purchaser of the meeting and allow Purchaser and its representatives to attend and be present at the meeting.

(3) As promptly as possible following the approval of the CCAA Plan by the affected creditors of the LP Entities, the LP Entities shall file with the CCAA Court a motion, in form and substance acceptable to Purchaser, seeking issuance of the Sanction and Vesting Orders. Any amendment or variation to such motion or to the form of Sanction and Vesting Orders shall be subject to the prior written approval of Purchaser, acting reasonably.

(4) The LP Entities and Purchaser shall cooperate with filing and prosecuting the motions and Orders contemplated in this Section 9.8, and obtaining entry of such Orders, and the LP Entities shall deliver to Purchaser prior to filing, and as early in advance as is practicable to permit adequate and reasonable time for Purchaser and its counsel to review and comment, copies of all proposed pleadings, motions, notices, statements, schedules, applications, reports and other material papers to be filed by the LP Entities in connection with such motions and Orders.

(5) If the Sanction and Vesting Orders or any other Order of the CCAA Court relating to the transactions contemplated by this Agreement shall be appealed or otherwise challenged by any Person, the LP Entities shall take all commercially reasonable steps, and use their commercially reasonable efforts, to defend against such appeal or challenge, provided however that, subject to Section 10.2, nothing in this Section 9.8(5) shall preclude the LP Entities from consummating, or permit the LP Entities not to consummate, the transactions contemplated by this Agreement.

(6) Prior to the Acquisition Date, the LP Entities shall, at the request of Purchaser, promptly request and diligently pursue such further Order or Orders from the CCAA Court as Purchaser, acting reasonably, determines to be required in order to give full effect to the transactions contemplated by this Agreement and the transactions contemplated hereby, including any further Orders regarding the transfer and vesting of the Acquired Assets to Purchaser free and clear of all Claims and Encumbrances (other than Permitted Encumbrances). The terms of such requested Orders shall be satisfactory to Purchaser and the LP Entities, each acting reasonably. Promptly upon such request by Purchaser, the LP Entities and Purchaser shall cooperate with each other, as necessary or as may be reasonably requested, in order to obtain such further Order or Orders.

(7) The Purchaser and the LP Entities agree to the procedure set forth in the Stikeman Letter that would allow the purchase and sale transaction contemplated hereunder to be approved by the CCAA Court and proceed to closing while at the same time preserving the ability to close the Credit Acquisition, all as more particularly set forth in the Stikeman Letter. The Purchaser and the LP Entities agree to negotiate reasonably and in good faith to reach agreement with Agent for the Senior Lenders on a protocol with respect to the allocation of management and company counsel time dedicated to the purchase and sale transaction contemplated hereunder and the Credit Acquisition, provided that priority will be given to the purchase and sale transaction hereunder where conflicts or time limitations arise.

### **Section 9.9 Distribution**

Purchaser acknowledges and agrees that it will not object to any distribution by the LP Entities pursuant to the CCAA Plan of all or any part of the Purchase Price to such Person as the CCAA Court may determine is lawfully entitled thereto, following closing of the Acquisition. The LP Entities shall distribute the Purchase Price following the closing of the Acquisition or shortly thereafter, in accordance with this Agreement, the CCAA Plan and the Sanction and Vesting Orders, and Purchaser agrees that, unless such distribution is not made in accordance with the terms of this Agreement, the CCAA Plan or the Sanction and Vesting Orders, it shall:

- (1) not have any claim against or in respect of any such distribution (including the Senior Lender Distribution and the DIP Lender Distribution) with respect to this Agreement or the Acquisition, including, without limitation, in respect of any obligation or liability of any of the LP Entities: (i) with respect to any representation, warranty, covenant or condition contained herein; or (ii) with respect to the Acquisition after the closing of the Acquisition;
- (2) have no claims against the Monitor, the LP Entities, the Administrative Agent, the DIP Administrative Agent, the Senior Lenders or the lenders under the DIP Credit Agreement in respect of any such distribution (including the Senior Lender Distribution and the DIP Lender Distribution) and shall have no right to trace or otherwise recover any portion of any such distribution from the LP Entities, the Monitor, the Administrative Agent, the Senior Lenders or the lenders under the DIP Credit Agreement; and
- (3) not, at any hearing held for the purpose of obtaining CCAA Court approval of any distribution of all or part of the Purchase Price (including the Senior Lender Distribution and the DIP Lender Distribution), object to such approval or such distribution.

### **Section 9.10 Cooperation and Assistance by the LP Entities**

- (1) During the Interim Period, the LP Entities shall, and shall use their commercially reasonable efforts to cause their representatives, management personnel, other employees, legal counsel, outside accountants and other advisors to, promptly provide such assistance and cooperation as Purchaser and Holdco or their advisors may reasonably request in respect of the transactions contemplated by this Agreement and the consummation of the financings contemplated by Purchaser and Holdco to fund the Purchase Price, and all other ancillary matters relating hereto and thereto, including:
  - (a) assisting and cooperating with Purchaser and Holdco and their advisors in requesting and obtaining all Consents, and transferring or renewing Licenses that are subject to transfer or other restrictions on assignment, and such other consents, approvals or authorizations which may be reasonably necessary or desirable;
  - (b) assisting and cooperating in the preparation and filing by Holdco of a non-offering prospectus in respect of the Common Shares which Holdco intends to file with the applicable securities regulatory authorities after the Acquisition Date and the listing of such shares on the Toronto Stock Exchange, including assistance with the preparation of all requisite financial information;

- 55 -

- (c) assisting and cooperating in connection with the closing of the transactions contemplated by this Agreement and the implementation and administration of the CCAA Plan;
- (d) assisting and cooperating with Purchaser and its advisors in seeking and obtaining insurance in respect of the Business;
- (e) assisting and cooperating with Purchaser in the preparation and negotiation of definitive documentation in respect of offers of employment for Employees proposed to be retained by Purchaser following the Acquisition Date;
- (f) preparing and furnishing to Purchaser and Holdco and their advisors, lenders and investors such financial and other pertinent information regarding the LP Entities, the Business and National Post as may be required under the financing commitments referred to in Section 8.6 or as otherwise reasonably requested by Purchaser or Holdco, including all financial statements and financial data (x) required to consummate the debt financing contemplated by the Debt Commitment Letter, as if such offering were registered under the *U.S. Securities Act of 1933*, as amended (the “**Securities Act**”), and of the type and form customarily included in private placements under Rule 144A of the Securities Act, the financial data required by Regulation S-X under the Securities Act and as necessary in order to consummate the debt financings pursuant to the Debt Commitment Letter at the time during LP Entities’ fiscal year in which such debt financing will be made, (y) required to prepare the bank books and bank syndication materials contemplated by the Debt Commitment Letter and (z) related to the LP Entities and National Post reasonably required by Purchaser for Purchaser to produce the pro forma financial statements required to be delivered pursuant to the Debt Commitment Letter and that would be required to be included in a registration statement filed with the SEC assuming the debt financing was a SEC registered debt offering (all such information in this clause (f), the “**Required Information**”);
- (g) assisting Purchaser and Holdco and their lenders and investors in the preparation of offering materials (including offering memoranda, bank books, road show materials and bank syndication materials) and materials for rating agency presentations and meetings for such purposes;
- (h) cooperating with the marketing and syndication efforts of Purchaser and Holdco and their advisors, lenders and investors in connection with such financings (including, if requested by Purchaser or Holdco, participating in “road shows”, management presentations, due diligence sessions, drafting sessions and rating agency meetings, and sessions with prospective lenders and investors);
- (i) providing authorization letters to the financing sources authorizing the distribution of information to prospective lenders and containing customary representations;
- (j) using commercially reasonable efforts to obtain customary accountants’ comfort letters (including no later than the end of the Marketing Period, drafts of

customary comfort letters which such accountants are prepared to issue upon completion of customary procedures, and consents to use of their reports in any materials related to the debt financing, pursuant to the Debt Commitment Letter), legal opinions, appraisals, surveys, certificates of location and plans, title insurance or title opinions from a firm carrying acceptable insurance coverage and other agreements, documentation and items relating to such financings and any security related thereto as may be reasonably requested by Purchaser or its lenders and investors; and

- (k) using commercially reasonable efforts to take all actions reasonably requested by Purchaser to permit Purchaser's advisors, lenders and investors to complete their evaluation of the Business and National Post.

### **Section 9.11 Restrictions on Amendments**

Except as contemplated by the Omnibus Transition and Reorganization Agreement, during the Interim Period, the LP Entities shall not amend, supplement, modify, terminate or otherwise agree or consent to any changes, amendments or modifications to any of the Material Contracts, Licenses, Personal Property Leases, Real Property Leases, LP Benefit Plans, National Post Benefit Plans or Multi-Employer Plans, or to the CCAA Plan or the SISP Procedures, except with the prior written consent of Purchaser, acting reasonably.

### **Section 9.12 Disentanglement from CMI Entities**

(1) During the Interim Period the LP Entities shall and thereafter, for as long as may be necessary, the Purchaser shall use commercially reasonable efforts to take all such actions as may be necessary or advisable to complete, to the extent possible, the disentanglement of the operations of the LP Entities from the operations of the CMI Entities, by no later than the Acquisition Time, as contemplated in the Shared Services Agreement and the Omnibus Transition and Reorganization Agreement, with a view to the LP Entities being capable of operating on a stand-alone basis from and after such time. In particular but without limiting the generality of the foregoing, the LP Entities shall take all such actions as may be necessary to complete the following by no later than the Acquisition Time or as contemplated in the Shared Services Agreement and the Omnibus Transition and Reorganization Agreement:

- (a) assignments to CMI of assignable "orphan" trademarks owned by the LP Entities but used by the CMI Entities;
- (b) transfer the Misaligned CMI Employees, and all other Employees (other than Employees to whom Purchaser does not make an offer on the Acquisition Date as permitted by Section 5.1) who participate in pension or benefit plans provided by any of the CMI Entities, from their existing CMI Entity pension or benefit plan to an appropriate LP Benefit Plan, provided that the transfers relating to the LP Pension Plans shall not be done without the prior written consent of Purchaser;
- (c) transfer any employees of the CMI Entities (who are not employees or former employees of the LP Entities) who participate in pension or benefit plans provided by any of the LP Entities, from their existing LP Benefit Plan to an appropriate CMI pension or benefit plan, provided that, except as contemplated by the Shared

- 57 -

Services Agreement or the Omnibus Transition and Reorganization Agreement, the transfers relating to the LP Pension Plans shall not be done without prior written consent of Purchaser.

- (d) transfer all Contracts, Real Property Leases and Personal Property Leases that are currently used in the Business or in the business of National Post but entered into on behalf of the LP Entities or National Post by a CMI Entity, into the name of one or more of the LP Entities or National Post, as applicable, but for the avoidance of doubt such Real Property Leases do not include real property leases or licences in respect of premises also used by a CMI Entity where such CMI Entity sublets or licenses space to an LP Entity or National Post;
- (e) with respect to Contracts for the provision by third parties of goods and services to both LP Entities and CMI Entities, referred to as "Master Shared Contracts", continue to use commercially reasonable efforts to amend or otherwise deal with such contracts so as to ensure that the LP entities continue after the Acquisition Date to enjoy the benefit of such Contracts, to the extent desirable, on commercially reasonable terms, whether by way of re-negotiating, transferring, continuing or terminating such contracts, and to obtain all necessary approvals in respect thereof, provided that no amendments, transfers or terminations of any Master Shared Contracts shall be made without the prior written consent of Purchaser to the extent that such Master Shared Contracts are Material Contracts, except as contemplated by the Shared Services Agreement or the Omnibus Transition and Reorganization Agreement;
- (f) ensure that all the Shared Services (as defined in the Shared Services Agreement) scheduled to be terminated pursuant to the Shared Services Agreement and the Omnibus Transition and Reorganization Agreement are terminated within the time frames set out in such agreements; and
- (g) ensure that all other transitional matters contemplated in the Shared Services Agreement and the Omnibus Transition and Reorganization Agreement are completed within the time frames set out in such agreements.

### **Section 9.13 Common Shares**

Prior to the Acquisition Date, Holdco will amend its articles of incorporation to provide that its authorized capital will consist of two classes of common shares: Class C voting common shares and Class NC limited voting shares, with share provisions substantially in the form attached as Schedule 9.13.

### **Section 9.14 Purchaser and Holdco Financing**

(1) Without limiting the generality of Section 9.2, Purchaser and Holdco will use their and will cause the Equity Sponsors to use their commercially reasonable efforts to consummate the financing contemplated by the Debt Commitment Letter and Equity Commitment Letter no later than the Acquisition Date.



- (2) Purchaser and Holdco will use commercially reasonable efforts to satisfy, on a timely basis, all covenants, terms, representations and warranties within their control applicable to Purchaser or Holdco in the Debt Commitment Letter and Equity Commitment Letters and accommodate the financing provided for under the Debt Commitment Letter and Equity Commitment Letters.
- (3) Purchaser and Holdco will use commercially reasonable efforts to negotiate and enter into definitive credit or loan or other agreements and all other documentation with respect to the financings contemplated in this Section 9.14 as may be necessary for Purchaser and Holdco to obtain such funds, on the basis described in this Section 9.14 and otherwise on terms and conditions no less favourable than those contained in the Debt Commitment Letter and the Equity Commitment Letters, and otherwise on terms and conditions which do not materially impair the ability of Purchaser or Holdco to perform their obligations hereunder or to effect the Acquisition, as soon as reasonably practicable but in any event prior to August 15, 2010. Purchaser and Holdco will deliver to the LP Entities correct and complete copies of such executed definitive agreements and documentation promptly when available and drafts thereof from time to time upon request by the LP Entities.
- (4) Purchaser and Holdco will keep the LP Entities informed with respect to all material activity concerning the status of the financings referred to in this Section 9.14 and will give the LP Entities prompt notice of any material change with respect to any such financings. Without limiting the generality of the foregoing, Purchaser and Holdco agree to notify the LP Entities promptly if at any time prior to the Acquisition Date: (a) the Debt Commitment Letter or any Equity Commitment Letter referred to in this Section 9.14 will expire or be terminated for any reason; (b)(i) any event occurs that, with or without notice, lapse of time or both, would individually or in the aggregate, constitute a default or breach on the part of Purchaser or Holdco under any material term or condition of the Debt Commitment Letter or Equity Commitment Letter or definitive agreement or documentation referred to in this Section 9.14; or (ii) if Purchaser or Holdco has any reason to believe that it will be unable to satisfy, on a timely basis, any term or condition of any funding referred to in this Section 9.14 to be satisfied by it, that in case of either (i) or (ii) would reasonably be expected to materially impair, delay or prevent the consummation of the transactions contemplated by this Agreement; or (c) any financing source that is a party to the Debt Commitment Letter or Equity Commitment Letter (i) advises Purchaser or Holdco in writing that such source either no longer intends to provide or underwrite any financing referred to in this Section 9.14 on the terms set forth in the Debt Commitment Letter or Equity Commitment Letter, as applicable; or (ii) requests amendments or waivers to the Equity Commitment Letter or the Debt Commitment Letter, as applicable, as a result of which it would reasonably be expected that the transactions contemplated by this Agreement would be materially impaired, delayed or prevented.
- (5) Other than in connection with and as contemplated in this Agreement, none of Purchaser, Holdco or any Equity Sponsor will, without the prior written consent of the LP Entities, take any action or enter into any transaction, including any merger, acquisition, joint venture, disposition, lease, contract or debt or equity financing, that would reasonably be expected to materially impair, delay or prevent Purchaser or Holdco obtaining any of the financings contemplated by this Section 9.14.
- (6) Purchaser and Holdco will not amend or alter, or agree to amend or alter, the Debt Commitment Letter or Equity Commitment Letters or any definitive agreement or

documentation referred to in this Section 9.14 in any manner that would reasonably be expected to materially impair, delay or prevent the consummation of the transactions contemplated by this Agreement, in each case without the prior written consent of the LP Entities.

(7) If the Debt Commitment Letter or Equity Commitment Letter is terminated or modified in a manner materially adverse to Purchaser's or Holdco's ability to complete the transactions contemplated by this Agreement for any reason, Purchaser and Holdco will use commercially reasonable efforts to:

- (a) obtain, as promptly as practicable, and, once obtained, provide the LP Entities with a copy of, a new financing commitment that provides for at least the same amount of financing as contemplated by the Debt Commitment Letter and/or the Equity Commitment Letter, as the case may be, on a basis that is not subject to any condition precedent materially less favourable from the perspective of the LP Entities than the conditions precedent contained in the Debt Commitment Letter, or the Equity Commitment Letter, as the case may be, and otherwise on terms and conditions not materially less favourable from the perspective of the LP Entities;
- (b) negotiate and enter into definitive credit, loan or other agreements and all required documentation with such third parties as may be necessary for the Purchaser to obtain such funds (to the extent reasonably practicable, on terms and conditions not materially less favourable than the Debt Commitment Letter or the Equity Commitment Letter, as the case may be, being replaced) and on the basis described in this Section 9.14 and on terms and conditions consistent with such new financing commitment, as soon as reasonably practicable but in any event prior to August 15, 2010, and deliver to the LP Entities correct and complete copies of such executed definitive agreements and documentation promptly upon request by the LP Entities;
- (c) satisfy, on a timely basis, all covenants, terms, representations and warranties applicable to Purchaser or Holdco in respect of such new financing commitments and all other required agreements and documentation referred to in this Section 9.14(7) and enforce its rights under such new financing commitments and agreements and documentation; and
- (d) obtain funds under such financing commitments to the extent necessary to consummate the transactions contemplated by this Agreement.

For the avoidance of doubt, nothing in this Section 9.14 shall impose any restriction on or require any action by any of the Lenders.

### **Section 9.15 Insured Litigation**

Purchaser agrees to assume the defence and responsibility for the conduct of the Insured Litigation, including the payment of the Insured Litigation Deductibles with respect thereto and responsibility for the day-to-day case management of the Insured Litigation. Such case management responsibilities are to include, without limitation, providing instructions to counsel, making employees available for examinations for discovery, providing documents, and providing witnesses at trial. Purchaser shall pay all Insured Litigation Deductibles in the same manner and

to the same extent that the LP Entities would otherwise have been required to pay such deductibles in respect of the Insured Litigation. For greater certainty, Purchaser does not assume liability of the LP Entities with respect to the Insured Litigation beyond payment of any Insured Litigation Deductibles assumed in accordance with this Section 9.15 and distribution of any insurance proceeds received by Purchaser, and Purchaser is not responsible for any amounts payable by the LP Entities with respect to such litigation, except to the extent insurance proceeds are available.

## ARTICLE 10 – CONDITIONS

### Section 10.1 Purchaser's Conditions

The obligations of Purchaser under this Agreement are subject to the conditions set out in this Section 10.1, which are for the exclusive benefit of Purchaser and all or any of which may be waived, in whole or in part, by Purchaser in its sole discretion by notice given to the LP Entities. The LP Entities shall take all actions, steps and proceedings as are reasonably within their control to cause each of the conditions to be fulfilled or performed at or before the Acquisition Time.

- (1) **Truth of Representation and Warranties.** All representations and warranties of the LP Entities contained in this Agreement shall have been true in all material respects (except for representations and warranties that contain a materiality qualification which shall be true in all respects) as of the date of this Agreement and shall be true in all material respects (except for representations and warranties that contain a materiality qualification which shall be true in all respects) as of the Acquisition Date with the same effect as though made on and as of that date (except to the extent that any representation or warranty is affected by the transactions expressly contemplated by this Agreement, and consented to in writing by Purchaser) and the LP Entities shall have delivered to Purchaser a certificate addressed to Purchaser to the foregoing effect dated as of the Acquisition Date.
- (2) **The LP Entities' Obligations.** Each of the LP Entities shall have performed each of its respective obligations under this Agreement in all material respects to the extent required to be performed on or before the Acquisition Date, and Purchaser shall have received a certificate from the LP Entities confirming such performance.
- (3) **Receipt of Closing Documentation.** Purchaser shall have received copies of all such documentation or other evidence as it may reasonably request in order to effect the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings required in respect of the LP Entities or National Post in connection with such transactions.
- (4) **Adverse Proceedings.** There shall be outstanding no Order or decree restraining or enjoining the Acquisition or the other transactions contemplated by this Agreement.
- (5) **Material Adverse Effect.** No Material Adverse Effect shall have occurred since the date hereof.
- (6) **Regulatory Approvals.** All Regulatory Approvals listed in Schedule 10.1(6) shall have been received and shall be absolute or on terms reasonably acceptable to Purchaser.

- 61 -

(7) **Sanction and Vesting Orders.** (i) The Sanction and Vesting Orders shall have been issued by the CCAA Court and (ii) shall not have been stayed, vacated, reversed or appealed as of the Acquisition Date, and each of the Sanction and Vesting Orders shall have become a Final Order, and no Order in the CCAA Case shall have been issued, stayed, varied, challenged, appealed or reversed in whole or in part on terms which the Purchaser considers unacceptable.

(8) **CCAA Plan.** All of the conditions and requirements for the approval and implementation of the CCAA Plan shall have been met, other than the completion of the transactions contemplated by this Agreement.

(9) **Resignations.** All of the directors of National Post shall have resigned effective as at the Acquisition Time.

(10) **Senior Secured Claims Amount.** The Senior Secured Claims Amount as at the Acquisition Date shall not be in excess of \$928,800,000.

## **Section 10.2 The LP Entities' Conditions**

The obligations of the LP Entities under this Agreement are subject to the conditions set out in this Section 10.2 which are for the exclusive benefit of the LP Entities and all or any of which may be waived by the LP Entities in their sole discretion, by Notice given to Purchaser. Purchaser shall take all actions, steps and proceedings as are reasonably within its control to cause each of such conditions to be performed at or before the Acquisition Time.

(1) **Confirmation of Representation and Warranties.** All representations and warranties of Purchaser and Holdco contained in this Agreement shall be true in all material respects as of the Acquisition Date with the same effect as though made on and as of that date (except to the extent that any representation or warranty is affected by the transactions expressly contemplated by this Agreement, and consented to in writing by the LP Entities), and Purchaser and Holdco shall have delivered to the LP Entities a certificate addressed to the LP Entities to the foregoing effect dated the Acquisition Date.

(2) **Purchaser's and Holdco's Obligations.** Each of Purchaser and Holdco shall have performed each of its obligations under this Agreement in all material respects to the extent required to be performed on or before the Acquisition Date, and the LP Entities shall have received a certificate from Purchaser and Holdco confirming such performance.

(3) **Receipt of Closing Documentation.** The LP Entities shall have received copies of all such documentation or other evidence as they may reasonably request in order to effect the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings in connection with such transactions in compliance with these conditions, including the delivery of releases in favour of the officers, directors and advisors of the LP Entities, the Monitor and its advisors, the LP Entities' Chief Restructuring Advisor and its advisors and the members of the Special Committee and its advisors.

(4) **Conditions under CCAA Plan.** All of the conditions and requirements for the approval and implementation of the CCAA Plan shall have been met, other than the completion of the transactions contemplated by this Agreement.

- 62 -

- (5) **Sanction and Vesting Orders.** (i) the Sanction and Vesting Orders shall have been issued by the CCAA Court and (ii) shall not have been stayed, vacated, reversed or appealed as of the Acquisition Date, and each of the Sanction and Vesting Orders shall have become a Final Order.
- (6) **Adverse Proceedings.** There shall be outstanding no Order or decree restraining or enjoining the Acquisition or the other transactions contemplated by this Agreement.
- (7) **Regulatory Approvals.** All Regulatory Approvals listed in Schedule 10.1(6) shall have been received and shall be absolute or on terms reasonably acceptable to the LP Entities, except where any failure to obtain such Regulatory Approval would not constitute a Material Adverse Effect.
- (8) **Prior Claims.** The Prior Ranking Secured Claims, the Government Priority Claims, the Pension Priority Claims and the Employee Priority Claims shall have been provided for in accordance with the CCAA Plan.
- (9) **Charges.** To the extent not paid or otherwise satisfied on or before the Acquisition Date (i) provision acceptable to the LP Entities for the payment or satisfaction of all amounts secured by charges created by the Initial Order shall have been made, in accordance with the Initial Order, by way of the Administrative Reserve; (ii) provision acceptable to the CCAA Court therefor shall have been made by way of the Administrative Reserve; or (iii) in the case of the directors' and officers' charge, Purchaser shall have assumed the obligation to pay or satisfy such amounts, on terms acceptable to the LP Entities and in accordance with the Initial Order.
- (10) **Administrative Reserve.** (i) the Administrative Reserve Order shall have been issued and (ii) shall not have been stayed, vacated, reversed or appealed as of the Acquisition Date and the Administrative Reserve Order shall have become a Final Order and the Administrative Reserve shall have been established in accordance with Section 9.7.

### Section 10.3 Investment Canada Act

If the Heritage Minister makes a determination that Purchaser is not a Canadian controlled-entity within the meaning of the ICA, Purchaser shall have expeditiously completed and filed with the Investment Review Division of Industry Canada an application with respect to the review of the Acquisition and shall have obtained confirmation from the Minister of Industry (or such other minister as may be appointed under the ICA (the "**Minister**") under Sections 21, 22 or 23 of the ICA indicating that the Minister is, or is deemed to be, satisfied that the acquisition is likely to be of net benefit to Canada. The LP Entities shall provide such relevant information and documentation to assist with such notice or application as Purchaser may consider necessary or desirable to comply with the ICA.

## ARTICLE 11 – SURVIVAL

### Section 11.1 Survival

All provisions contained in this Agreement (other than under ARTICLE 2, ARTICLE 3, ARTICLE 4, ARTICLE 5, ARTICLE 6, Section 9.3, Section 9.4, Section 9.7, Section 9.9 this Section 11.1, ARTICLE 13 and ARTICLE 14) and in any other agreement, certificate or

instrument executed and delivered hereunder shall merge immediately after the Acquisition and not survive past the Acquisition Time.

## ARTICLE 12 – COMPLETION

### Section 12.1 Completion

The completion of the Acquisition shall take place at the offices of Davies Ward Phillips & Vineberg LLP, 1 First Canadian Place, Toronto, Ontario M5X 1B1, at the Acquisition Time.

### Section 12.2 Designated Purchaser

Prior to the Acquisition Date, Purchaser shall be entitled to designate one or more Affiliates to (i) acquire specified Acquired Assets (including to act as nominee to hold legal title to any Acquired Assets); (ii) assume specified Assumed Liabilities; and/or (iii) employ specified Transferred Employees on or after the Acquisition Date (each a “**Designated Purchaser**”); provided each such Designated Purchaser agrees in writing to be bound jointly and severally with Purchaser by the terms of this Agreement.

## ARTICLE 13 – TERMINATION

### Section 13.1 Termination Rights

This Agreement may be terminated on or prior to the Acquisition Date by mutual written agreement of the Parties, and may be terminated on or prior to the Acquisition Date:

- (a) by Notice given by Purchaser to the LP Entities as permitted in Section 10.1 for failure of a condition to be satisfied if Purchaser has not waived such condition at or prior to the Acquisition Time;
- (b) by Notice given by the LP Entities to Purchaser as permitted by Section 10.2 for failure of a condition to be satisfied if the LP Entities have not waived such condition at or prior to the Acquisition Time;
- (c) upon delivery to the Administrative Agent, the LP Entities and Purchaser of the Monitor’s certificate which renders operative the conditional sanction order made in respect of the Credit Acquisition, all as more particularly set forth in the Stikeman Letter; or
- (d) by Notice given by either party if the Acquisition Date has not occurred prior to August 15, 2010.

### Section 13.2 Effect of Termination

(1) Subject to Section 13.3, each Party’s right of termination under Section 13.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-

- 64 -

observance or non-performance of any other condition, obligation or covenant in whole or in part.

(2) If this Agreement is terminated pursuant to Section 13.1, all obligations of the Parties under this Agreement will terminate, except that if this Agreement is terminated by a Party because of a breach of this Agreement by the other Party or because a condition for the benefit of the terminating Party has not been satisfied because the other Party has failed to perform any of its obligations or covenants under this Agreement, the terminating Party's right to pursue all legal remedies will, subject to Section 13.3, survive such termination unimpaired.

(3) Any termination of this Agreement by any party shall be without liability of any of the Lenders under the Debt Commitment Letter.

### **Section 13.3 Forfeiture of Deposit, Liquidated Damages**

If the Acquisition is not completed as a result of a breach by the Purchaser of its obligations under this Agreement, the sole and exclusive remedy of the LP Entities shall be to retain the Deposit as contemplated by Section 2.5(2). Neither the LP Entities nor any other Person (including the Monitor, the Secured Lenders and any other creditors of the LP Entities) shall be entitled to exercise any other rights or remedies against the Purchaser or Holdco or their respective officers, directors, investors or lenders (including the Lenders) in the event of such breach or failure. The Parties agree that the right of the LP Entities to retain the Deposit in such circumstances is not a penalty but represents a genuine and reasonable pre-estimate of the damages that the LP Entities would suffer as a result of such breach or failure, and the forfeiture of the Deposit by the Purchaser shall constitute a full and final satisfaction and release of any and all damages, claims and rights (including any right to seek specific performance of this Agreement) of the LP Entities and any other Person (including the Monitor, the Secured Lenders and any other creditors of the LP Entities) arising in connection with such breach or failure.

## **ARTICLE 14 – MISCELLANEOUS**

### **Section 14.1 Planning Act**

This Agreement shall be effective to create an interest in the Real Property located in Ontario only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with by the LP Entities.

### **Section 14.2 Further Assurances**

Each Party shall from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to the provisions and intent of this Agreement and the procedures set forth in the Stikeman Letter and to complete the Acquisition, including cooperating to obtain such recognition orders of any Order issued in connection with the CCAA Case as may reasonably be required.

### **Section 14.3 Notice**

Unless otherwise specified, each Notice to a Party must be given in writing and delivered personally or by courier, or transmitted by fax or email to the Party as follows:

- 65 -

If to the LP Entities on or before the Acquisition Date:

Name: c/o Canwest Limited Partnership  
Address: 1450 Don Mills Road  
Don Mills, Ontario  
M3B 2X7  
Attention: Doug Lamb  
Fax No.: 416-442-2135  
Email: dlamb@canwest.com

With a required copy (which shall not constitute notice) to:

Name: Osler, Hoskin & Harcourt LLP  
Address: 100 King Street West  
1 First Canadian Place  
Suite 6100  
Toronto, Ontario  
M5X 1B8  
Attention: Edward Sellers  
Fax No.: 416-862-6666  
Email: esellers@osler.com

And with a required copy (which shall not constitute notice) to:

Name: FTI Consulting Canada Inc.  
Address: 79 Wellington Street West  
Suite 2010  
Toronto, Ontario  
M4K 1G8  
Attention: Paul Bishop  
Fax No.: 416-649-8101  
Email: Paul.Bishop@fticonsulting.com

And with a required copy (which shall not constitute notice) to:

Name: Stikeman Elliott LLP  
Address: 5300 Commerce Court West  
199 Bay Street  
Toronto, Ontario  
M5L 1B9



- 66 -

Attention: Daphne MacKenzie  
Fax No.: 416-947-0866  
Email: DMackenzie@stikeman.com

If to Purchaser or Holdco:

Name: CW Acquisition Limited Partnership  
Address: c/o Davies Ward Phillips & Vineberg  
1 First Canadian Place  
Suite 4400  
Toronto, Ontario  
M5X 1B1  
Attention: Jay A. Swartz and Cameron M. Rusaw  
Fax No.: 416-863-0871  
Email: jswartz@dwpv.com and crusaw@dwpv.com

With a required copy (which shall not constitute notice) to:

Name: Davies Ward Phillips & Vineberg LLP  
Address: 1 First Canadian Place  
Suite 4400  
Toronto, Ontario  
M5X 1B1  
Attention: Jay A. Swartz and Cameron M. Rusaw  
Fax No.: 416-863-0871  
Email: jswartz@dwpv.com and crusaw@dwpv.com

or to any other address, fax number or Person that the party designates. Any Notice, if delivered personally or by courier, will be deemed to have been given when actually received, if transmitted by fax before 3:00 p.m. on a Business Day, will be deemed to have been given on that Business Day, and if transmitted by fax after 3:00 p.m. on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

#### **Section 14.4 Time**

Time shall be of the essence in all respects of this Agreement.

#### **Section 14.5 Governing Law**

This Agreement and each document contemplated by or delivered under or in connection with this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

### **Section 14.6 Irrevocable Offer**

The execution and delivery by Holdco and Purchaser of this Agreement shall constitute an irrevocable offer that shall be open for acceptance by the LP Entities until May 30, 2010. Upon the CCAA Court directing the LP Entities to execute and deliver this Agreement (the "Approval Order") and the LP Entities executing and delivering this Agreement, this Agreement shall be enforceable against the Parties in accordance with its terms and the LP Entities shall be deemed to have accepted such offer by Holdco and Purchaser. This Agreement shall not be binding upon the LP Entities until the Approval Order is granted by the CCAA Court and the LP Entities accept the offer by Holdco and Purchaser and execute and deliver this Agreement.

### **Section 14.7 Entire Agreement**

This Agreement, the Stikeman Letter and the attached Schedules constitute the entire agreement between the Parties with respect to the subject matter and supersede all prior agreements, negotiations discussions, undertakings, representations, warranties and understandings, whether written or oral. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and in the Stikeman Letter. The Parties are not relying on any other information, discussion or understanding in entering into this Agreement and completing the Acquisition.

### **Section 14.8 Amendment**

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

### **Section 14.9 Waiver**

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

### **Section 14.10 Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

**Section 14.11 Remedies Cumulative**

The rights and remedies under this Agreement are cumulative and are, subject to Section 13.3, in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

**Section 14.12 Assignment and Enurement**

Other than one or more assignments by Purchaser to one or more Designated Purchaser(s), which shall not require the consent of the LP Entities, no Party may assign this Agreement without the prior written consent of the other Parties, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

**Section 14.13 No Third Party Rights**

This Agreement is not intended and shall not be construed to create any rights in any Person other than the Parties and no Person shall any rights as a third party beneficiary hereunder (other than the limitations or liability of the lenders referred to in Article 13).

**Section 14.14 Counterparts and Facsimile**

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

*[Next page is signature page]*

SIGNATURE PAGE 1 TO ASSET PURCHASE AGREEMENT

The Parties have executed this Agreement.

**7535538 CANADA INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CW ACQUISITION LIMITED  
PARTNERSHIP, by its general partner,  
7536321 CANADA INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CANWEST BOOKS INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CANWEST (CANADA) INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE 2 TO ASSET PURCHASE AGREEMENT

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

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1.1(29)****CCAA PLAN****PLAN OF ARRANGEMENT FOR CANWEST LIMITED PARTNERSHIP,  
CANWEST PUBLISHING INC., CANWEST (CANADA) INC.  
AND CANWEST BOOKS INC.**

The following is an outline of the Plan of Arrangement proposed by Holdco and Purchaser and which must be approved as a condition precedent to the acquisition by Purchaser of the assets of the LP Entities:

1. Pursuant to the terms of the Asset Purchase Agreement, Purchaser will acquire substantially all of the assets of the LP Entities, including the shares and intercompany indebtedness of National Post Inc., but excluding the Excluded Assets as described in the Asset Purchase Agreement. Purchaser will also assume the liabilities set out therein.
2. The Senior Lenders to the LP Entities will be unaffected creditors and will, on closing, receive a cash distribution equal to the full amount owing to them, including accrued interest and reimbursement of costs and expenses to the extent not previously paid by the LP Entities.
3. Purchaser will pay to any unsecured creditors with Proven Claims at the time of closing who have elected or are deemed to have elected to receive a cash payment in an amount equal to the lesser of the amount of their proven claim and \$1,000, provided that any creditor that makes or is deemed to have made such election shall be deemed to vote in favour of the Plan. Any unsecured creditor with proven claims equal to or less than \$1,000 shall be deemed to have elected to receive the aforementioned cash payment in an amount equal to the lesser of the amount of their proven claim and \$1,000.
4. The balance of the consideration will be satisfied by an unsecured demand note or notes of Purchaser in the aggregate principal amount of \$150 million minus the cash amount pursuant to paragraph 3 (the "Purchaser Note"). The Purchaser Note will be issued in favour of the LP Entities.
5. Immediately after receipt of the Purchaser Note, the LP Entities will purchase from Holdco common shares of Holdco in exchange for the Purchaser Note. The price per share will be thirteen dollars and thirty-three cents.
6. No fractional shares of Holdco will be issued. Recipients of shares will have their share entitlements to eliminate any share fractions. On the Final Distribution Date any shares which are held by the Monitor that cannot be distributed pro rata to affected creditors without fractioning the shares shall be sold and the proceeds therefrom shall be added to the Reserve Account.
7. The Monitor will comply with the Administrative Reserve Order.
8. Unsecured creditors with proven claims will be required to certify whether they are Canadian or non-Canadian for the purposes of Section 19 of the Income Tax Act. There

will be two classes of Holdco common shares - Voting Common Shares and Limited Voting Common Shares. The Monitor will advise Holdco as to the number of shares distributable to persons with Proven Claims who have certified they are Canadians and Holdco will issue that number of Voting Common Shares of Holdco. The balance of the shares to be issued by Holdco will be Limited Voting Shares, to be distributed to non-Canadian unsecured creditors with proven claims. The Monitor will as soon as reasonably practicable direct Holdco to, and Holdco shall, issue share certificates evidencing Voting Common Shares and Limited Voting Shares, to each of the Canadian and non-Canadian unsecured creditors as applicable, who has a Proven Claim at the time of closing. The aggregate shares to be so distributed will be proportionate to the Proven Claims relative to the sum of Proven and Outstanding Disputed Claims. Any remaining shares will be held by the Monitor on behalf of the LP Entities pending resolution of Disputed Claims. No later than December 31, 2010, the Monitor will direct Holdco to, and Holdco shall, issue any remaining shares held by it to all unsecured creditors who had Proven Claims as at such date other than those who have received payments of a cash amount pursuant to paragraph 3. For greater certainty, no distributions will be made in respect of Claims which are Intercompany Claims (as defined in the Claims Procedures Order).

9. Holdco will purchase additional units of Purchaser using the Purchaser Note and the Purchaser Note will be cancelled.
10. The Plan will provide for releases in favour of the former directors and officers of the LP Entities, the advisors of the LP Entities, the Monitor and its advisors, the Chief Restructuring Advisor and its advisors and the members of the Special Committee and its advisors.
11. Purchaser will reimburse Holdco and its investors for all costs incurred by them in connection with the transaction and the plan including all financial advisory fees and expenses, legal fees and expenses, and fees and expenses paid to rating agencies.
12. Following completion of the acquisition of the assets of the LP Entities, Holdco will take all reasonable steps to apply for the listing of its common shares on the Toronto Stock Exchange. This will occur after the plan implementation date.

## SCHEDULE 1.1(63)

### EXCLUDED LIABILITIES

- (a) **Excluded Assets.** All Liabilities in any way related to or arising from or out of the Excluded Assets including the Excluded Contracts and Leases;
- (b) **Restructuring Period Claims.** Restructuring Period Claims (as defined in the Claims Procedure Order of the Honourable Justice Pepall dated April 12, 2010);
- (c) **Pre-Filing Liabilities.** All Liabilities incurred by the LP Entities, or arising out of events or circumstances which occurred or existed, prior to the Filing Date, other than Assumed Liabilities expressly assumed under this Agreement provided, for the avoidance of doubt, that all Liabilities in respect of the Real Property Leases, including all Liabilities accrued due on, or accruing due subsequent to, the Acquisition Date, including any such Liabilities that relate to periods prior to the Filing Date, are Assumed Liabilities and are not Excluded Liabilities;
- (d) **Existing Indebtedness.** All Liabilities of the LP Entities in respect of Indebtedness for borrowed money and Guarantees in respect thereof, including:
  - (i) Claims of the Senior Lenders and the Administrative Agent arising under or in connection with the Senior Credit Agreement and the Hedging Agreements;
  - (ii) Claims arising under or in connection with the Senior Subordinated Credit Agreement between CanWest MediaWorks Limited Partnership, the Guarantors, Citigroup Global Markets Inc. and Scotia Capital, The Bank of Nova Scotia, and the Lenders, dated July 10, 2007;
  - (iii) Claims arising under or in connection with the Indenture between CanWest MediaWorks Limited Partnership, the Guarantors, The Bank of New York, and BNY Trust Company of Canada, dated July 13, 2007;
  - (iv) Claims arising under or in connection with the DIP Credit Agreement;
  - (v) Claims arising under the LP Support Agreement between Canwest Limited Partnership, Canwest (Canada) Inc., Canwest Publishing Inc., Canwest Books Inc. and The Bank of Nova Scotia, dated January 8, 2010 in its capacity as administrative agent on behalf of the lenders;
- (e) **Prior Ranking Secured Claims.** Prior Ranking Secured Claims, other than Prior Ranking Secured Claims in respect of lessors under Personal Property Leases or Permitted Encumbrances.
- (f) **Administrative Reserve Costs.**
- (g) **Charges.** Any Charges as defined in the Initial Order.
- (h) **Taxes.** All Liabilities for Taxes payable or remittable by the LP Entities, including all Liabilities for Taxes payable or remittable the LP Entities as a result of the transactions



contemplated in this Agreement, other than transfer Taxes payable by Purchaser pursuant to Article 6;

- (i) **Certain Employee-Related Liabilities.**
  - (i) all Liabilities of any kind, howsoever arising, in respect of any Employees or former employees other than the Transferred Employees (other than in connection with: the LP Pension Plans, as required by any collective agreement or the Purchaser Assumed Benefit Plans);
  - (ii) all Liabilities in respect of any Employee or former employee of the LP Entities in respect of any funded or unfunded retirement arrangements supplemental to an LP Pension Plan whether or not registered or unregistered, including the SERA, the RCA and any similar plans;
  - (iii) all Liabilities in respect of stock options and other equity-based plans or similar plans and any option grants or awards or similar entitlements;
  - (iv) all Liabilities in respect of any agreements or arrangements which provide any payments or benefits in connection with a change of control of an LP Entity or the Business or in connection with the transactions contemplated in this Agreement;
- (j) **Material Contracts.** All Liabilities of the LP Entities accruing in respect of or under any Material Contract that is not listed or identified on Schedule 7.5(4), or in respect of or under any Material Contract that is marked with an asterisk on Schedule 7.5(4);
- (k) **Litigation.** All Liabilities in respect of any litigation proceedings, lawsuits, court proceedings or proceedings before any Governmental Authority against any of the LP Entities and their predecessors in respect of any matters, events or facts occurring prior to the Acquisition Time, other than the Insured Litigation Deductibles and the obligation to defend and/or settle all claims in connection therewith pursuant to Section 9.15. For certainty, the following two class action lawsuits involving freelance writers are Excluded Liabilities:
  - (i) A class action commenced in 2003 by Heather Robertson et al. against The Gale Group, Inc., Proquest Information and Learning Company, CEDROM – SNI INC., TORSTAR Corporation, Rogers Media Inc. and CanWest Publications Inc.
  - (ii) A class action commenced in 2004 by the Electronic Rights Defence Committee against Southam Inc., Cedrom-SNI Inc., Infomart Dialog Limited, Southam Business Communications Inc., Montreal Gazette Group Inc./Groupe Montreal Gazette Inc., Hollinger Canadian Publishing Holdings Inc. and Canwest Interactive Inc.
- (l) **Encumbrances.** All Encumbrances on any assets or property of any of the LP Entities other than Permitted Encumbrances;
- (m) **Product Liabilities.** All Liabilities in respect of injury to or death of Persons or damage to or destruction of property not constituting part of the Acquired Assets, including

workers' compensation claims arising out of the conduct of the Business prior to the Acquisition Time, regardless of when any such Liability is asserted, including any Liability for consequential or punitive damages in connection with the foregoing;

- (n) **LP Entities Liabilities.** All Liabilities owing by an LP Entity to another LP Entity, or by an LP Entity to any of the CMI Entities, except in respect of obligations owing by an LP Entity to the CMI Entities under the Shared Services Agreement, the other agreements described therein or the Omnibus Transition and Reorganization Agreement; and
- (o) **Other.** Such other Liabilities as may be mutually agreed between the Purchaser and the LP Entities prior to the Acquisition Time.

**SCHEDULE 1.1(79)  
INSURED LITIGATION  
CURRENCY DATE MAY [5], 2010**

**Claims**

<b>ACTIVE</b>					
Q2 2010	Weaver, Dr. Andrew	Foster, Peter; Fisher, Gordon; Corcoran, Terence; Libin, Kevin; National Post Inc. dba The National Post; Doe, John; Doe, Jane; Yoe, Sally; Poe, Richard	Plaintiff claims libel and malicious falsehoods stemming from articles published December 10, 2009 and January 27, 2010 in the National Post.	General damages, aggregate damages, exemplary damages, special damages, permanent injunction, Order to remove defamatory expression from all electronic databases, Order to withdraw any consent of third-party publication, Order to assign copyright of defamatory materials and expressions to Plaintiff, injunction to publish full and unequivocal apology and retraction, injunction for The National Post to publish the outcome of the Court action, interest, costs & other such further relief. No monetary amount stated.	YES: Hiscox Ref: 1222005399
Q2 2010	Berzins, Ilze	Ottawa Citizen, Adami, Hugh	Small Claims - Plaintiff is claiming defamation from an article published in the Citizen on August 3, 2009	\$5000.00 plus costs and interest	YES: Hiscox #122005359
Q2 2010	Anzano Paving & General Construction Ltd.	Canwest Global Communications Corp.; CW Media Inc.; Canwest Media Inc.; Canwest Publishing Inc.; Hersh, Bobby; Global Television Network	Plaintiff claims defamation arising from a November 17, 2009 broadcast segment of "Consumer SOS" which was also posted to the globaltv.com website.	Injunction preventing further broadcast or publishing reports defaming Anzano; \$250,000 general damages; special damages; \$50,000 aggravated damages; \$100,000 Punitive damages; pre-and post-trial costs and interest; other such further relief	YES: Hiscox Ref#122005314
Q2 2010	O'Brien, Gail	Canwest Publishing Inc., Calgary Rush Hour, Sun Media Corporation, Calgary 24 Hours, Metro International Ltd., Metro Calgary, Doe, John, Doe, Jane.	Plaintiff alleges she became entangled in binding left on the streets in June 2007 that caused her to fall to the ground and cause injury.	\$20,350.00 in damages	YES:(CGL Claim)
Q1 2010	Graham, Dr. Kenneth	Saskatoon StarPhoenix; Purdy, Chris; Nickel, Rod; Gibb, Steven; Hutchinson, Cameron; Brin, Dale; Canwest Publishing Inc.	Plaintiff claims defamation arising from a series of articles first published in the StarPhoenix in November and December 2007. Plaintiff claims articles continue to be defamatory as they are housed on the internet.	\$2,000,000 general damages, special damages, \$1,000,000 aggravated damages, \$1,000,000 punitive damages, plus costs, along with a permanent injunction prohibiting republication of the articles, full and complete retraction in the StarPhoenix.	Yes: Hiscox Ref#: 122005273

Q1 2010	Warman, Richard	Cowichan Valley Citizen, Skolos, Shirley, Rondeau, Andrea, Global TV Calgary, Global TV Lethbridge, Canwest Interactive, Canwest Digital Media, Canwest Limited Partnership, Canwest Publishing Inc., CanWest MediaWorks Inc., CanWest MediaWorks Publications Inc., Canwest Global Communications Corp., and Morrow, Walker	Plaintiff complains of an article by Walker Morrow published in the Cowichan Valley Citizen on 9 October 2009, republished online at canada.com and globalvcalgary.com and globalvlethbridge.com	against each Defendant: Immediate removal of article, retraction and removal of copies from website, published apology to be approved by Plaintiff; \$75,000 general damages; \$25,000 punitive and aggravated damages; other such further costs and relief (Global TV and Canwest Publishing Defendants are considered as one group)	YES Hiscox Ref# 122005186
Q1 2010	Shrosbree, Derryn	Karen Mazurkewich, Sun Media Corporation, c.o.b. The Financial Post	Plaintiff was employed by CIBC in Toronto, and called by reporter to speak about his employment with CIBC and previous Paribas for article entitled "Hard Time Hit Bay Street".	Damages of \$50,000 from each Defendant for negligent misrepresentation; Pre and post judgment interest; costs	YES: Hiscox Ref. 122005094
Q1 2010	Khamphoune, Khomphet	Canwest Publishing Inc., Lena Sin	Plaintiff police officer was suspended from the force in February 2007 pending investigation of alleged child-pornography offences. The story was confirmed, and also revealed a prior 2004 investigation. Plaintiff claims story and follow up stories were defamatory. First story appeared in the Vancouver Province but also carried by Vancouver Sun and Richmond News.	Unspecified damages, plus pre- and post-judgment interest and costs	YES: ACE/INA #C6010271982 (for June 9, 2007 and February 7, 2009 articles only). Online article coverage TBA
Q3 2009	Chiara, Vincent Lemay, Louis T., 9167-5207 Quebec Inc., Carma Trust, Placements G&L Levay Inc.	The Gazette, a division of Canwest Publishing Inc., Phillips, Andre, Gyuilai, Linda with 9169-6120 Quebec Inc. as mise-en-cause	Plaintiffs claim libel and defamation regarding an article published in the Gazette on December 20, 2008. Plaintiffs claim the article gave a misleading and defamatory account of a transaction between the Plaintiffs and the City of Montreal.	\$2,300,000 in moral, exemplary and pecuniary damages plus retraction and published apology	YES: Hiscox Ref. 122004712
Q1 2009	McMurchie, Bill	Clermont, Eric; La Presse Limitee, Parent, Tim; Schumacher, Tommy; Gay, Egbert; Sheriff, Murray; Astral Media Inc.; Kilpatrick, Julia, and Canwest Publishing Inc.	Plaintiff is the Mayor of Pointe-Claire, QC. On July 17, 2008, the Gazette published an article by Kilpatrick concerning expenses claimed for reimbursement by several local officials, including Plaintiff. Plaintiff alleges that statements and implications are false and defamatory, claiming that Kilpatrick fabricated her story.	\$200,000 moral damages, \$50,000 troubles and inconveniences, \$50,000 punitive and exemplary damages	YES (Hiscox): Reference No. 122004180

- 3 -

Q4 2008	Blagot, Samuel	Calgary Herald, a division of Canwest Publishing Inc.	Plaintiff claims that his face was shown in a photograph published in the Herald on December 21, 2007 in relation to a "wanted" photo of a man accused of sexual assault.	\$5,000,000 in damages, legal costs + interest and other fees	YES: Hiscox Ref. No. 122004090
Q4 2008	Wilson, Charles Blair and Wilson, Kelly Janine	Canwest Publishing Inc. Publications Canwest Inc., O'Connor, Elaine, Wilson, Judeine Tyabji, Tugboat Enterprises Ltd., Marissen, Mark Allan, Janke, Steven.	Plaintiff is a former Liberal MP running as a Green Party Candidate named in a debt claim by Plaintiff's wife's parents. Plaintiff is using a BC procedure whereby a claim may be made over third parties in its Statement of Defense. Plaintiff claims defamation by Canwest for articles published in The Province on October 28, 2007, October 29, 2007, and July 26, 2008 detailing the nature of Plaintiff's failed business dealings and unpaid debts.	General and specific damages, exemplary and punitive damages, costs and interest, other such further relief (amounts not stated)	YES: Hiscox Reference No. 122004170
Q3 2008	Lawson, the Hon. Edward M.	Vancouver Sun, Canwest Publishing Inc., Patricia Graham, David Baines, Hugh Dawson	On March 12, 2008, canada.com and the Vancouver Sun published an article by Baines regarding Arctic Oil & Gas. Plaintiff claims the article alleges him to be "corrupt, dishonest and lacking in integrity". Plaintiff is a director of Arctic Oil and Gas.	No dollar amount specified; Written apology	Yes - Hiscox Ref. 122003693
Q3 2008	Kent, Arthur	CanWest MediaWorks Inc., Canwest Publishing Inc., The National Post Company, National Post Holdings Ltd., Martin, Don	Notice concerns an article written by Don Martin first published in the Calgary Herald on February 13, 2008 and reprinted on canada.com and in the National Post. Plaintiff claims article portrays him as being untrustworthy, arrogant, and high-handed.	Damages - \$100,000 plus Costs.	Yes - Hiscox Ref. #122003825
Q3 2008	Sankoff, Matthew	Canwest Global Communications Corp., Canwest Publishing Inc. o/a canada.com, and CanWest MediaWorks Inc. o/a Global Ontario and Global TV	Sankoff along with 30 other people were named in a statement from OPP Chief Julian Fantino regarding persons arrested for using the internet re: child pornography and child abuse. Plaintiff's counsel alleges that Sankoff's name was inadvertently mentioned as one who was charged. The OPP published a correction stating same; Canwest was unaware of the correction until the Plaintiff brought it to our attention on March 20, 2008, after which date it was immediately removed. Plaintiff is complaining of the length of time it took Canwest to make this correction.	damages against Defendant - \$5,000,000, aggravated, punitive, and exemplary damages - \$5,000,000; special damages of \$100,000; pre- and post-judgment costs and interest, other further relief	YES - Hiscox Ref. 122003782
Q3 2008	Goulet, Alain	The Gazette, Publications Canwest Inc., Alan Hustaak and Rene Bruemmer	The claim concerns a photograph of the Plaintiff published on January 25, 2008. The photo shows the Plaintiff, a prison guard,	\$40,000 General Damages	YES - Hiscox Ref. 122003749

ASSET PURCHASE AGREEMENT

TOR\_P2Z:4530068.7

Q2 2008	Grewal, Gurmant	CanWest MediaWorks Publications Inc./Publications CanWest MediaWorks Inc., and Kurland, Richard	standing at the main entrance of Bordeaux Jail. It accompanies a story entitled "Neighbours blow the whistle on Bordeaux Jail expansion" The Plaintiff complains that his image was used without his consent.	Plaintiff was the subject of allegations whereby he used "guarantees" in order to secure visas to bring family members to Canada. The article, published in the Province on March 31, 2005, was written by a local immigration lawyer regarding his point of view on the Grewal matter.	General Damages; Punitive Damages; other further relief (amounts not stated)	YES: ACE/INA Reference No. C6010258370
Q1 2008	Marois, Pauline and Blanchet, Claude	Publications CanWest MediaWorks Inc. (Montreal Gazette), William Marsden	Marois, the leader of the Parti Quebecois, and Blanchet, a prominent Quebec businessman, claim to be defamed by a series of articles written by Marsden from September 22 - 28, 2007 regarding a change in zoning obtained by the Plaintiffs which allowed them to build their house on government land. They complain that the articles allege that Blanchet committed a criminal offence in paying a 3rd party for a false affidavit.	Each Plaintiff is claiming \$400,000 each in moral damages and \$600,000 in punitive damages for a total of \$2,000,000	YES: ACE Claim No. C6010254127	
Q1 2008	Viater, Jeffrey Philip	National Post, CanWest MediaWorks Publications Inc., Kari, Shannon, Kelly, Douglas, Maurice, Stephen, Harris, Jonathan, and Racovali, John.	Plaintiff is a 4th year law student who worked on the R. v. Wills case, where it is alleged that he billed over \$40,000 of services to the Attorney General's office. Plaintiff claims that he has never billed the Attorney General, and claims that the report published in the National Post and canada.com defames him with its allegations.	cease and desist of publication of article in print and on websites; General Damages - \$1,400,000; Legal Damages - \$15,000 to the LSUC; Aggravated Damages - \$500,000; Punitive damages - \$1,000,000; pre-and post-judgment costs and interest.	YES: Hiscox Reference No. 122003440	

<p>Q3 2007</p>	<p>World Sikh Organization of Canada</p>	<p>CanWest MediaWorks Publications Inc., The Ottawa Citizen, a division of CanWest MediaWorks Publications Inc., The Windsor Star, a division of CanWest MediaWorks Publications Inc.</p>	<p>Plaintiff complains of an article written by Kim Bolan that appeared in the February 20, 2007 front page of the Vancouver Sun, the Calgary Herald, the main section of the Ottawa Citizen, the Victoria Times Colonist, the Canadian section of the Windsor Star, which article was further clarified in the March 3, 2007 edition of each publication, which allegedly infers that the World Sikh Organization has "terrorist links", and is similar in character to the Sikh Youth Federation (a group that has been directly linked to acts of violence and terrorism). Objection is made to the clarification of March 3, 2007 since Plaintiff alleges that the clarification still alludes to the WSO as having terrorist affiliations, albeit different from the Sikh Youth Federation.</p>	<p>\$2,000,000 general damages; \$1,000,000 punitive damages; \$500,000 special damages; \$1,000,000 exemplary and aggravated damages; plus pre-judgment and post-judgment interest; costs; any other relief as the Court deems just</p>	<p>YES: (ACE/INA) Claim No. C6010249887</p>
<p>Q3 2007</p>	<p>1656786 Ontario Inc. and Mirkalami, Jim (aka Heritage Auctioneers)</p>	<p>Publications CanWest Media Works Inc., Groupe Montreal Gazette Inc., Ottawa Citizen Group Inc., and Lamey, Mary</p>	<p>Plaintiff complains of an article published on February 27, 2007 in the Ottawa Citizen and the Montreal Gazette. The article alleges that two auction houses - including Plaintiff - employ ad and sales tactics that are designed to entice consumers to bid on items believing them to be of better quality and/or more in demand than is actually the case. There are also allegations that these tactics have put them at odds with regulators and resulted in consumer complaints as well as sanctions and/or fines. The Plaintiffs claim that the article leaves the impression that they engage in misleading and disreputable business practices.</p>	<p>\$500,000 in damages; full retraction and published apology</p>	<p>YES: (ACE/INA) Claim No. C6010249880</p>

Q2 2007	Vinasithamby, Jeyandra	The National Post Company and Xtreme Landscaping	<p>Plaintiff filed a complaint letter one month (April 2007) after the alleged incident took place. Any video footage available was erased long after the complaint letter was received. As Plaintiff initially complained of slipping on ice, Defendants contacted our snow removal company, Xtreme Landscaping, to obtain copies of logs for any clearance of the lot that may have taken place on March 5, 2007. Almost two years later, Plaintiff filed a claim in Ontario Superior Court on March 2, 2009, which also added that there was oil on the ground on the dock which may have caused the fall.</p>	<p>General Damages \$300,000.00; Special Damages \$700,000.00; pre- and post-judgement interest, costs, and other such further relief.</p>	<p>YES (on CGL Policy): American Home/AIG Claim No. 100441</p>
Q2 2007	Spliti Pourhouse and Grill Inc.	CanWest MediaWorks Publications Inc.	<p>Plaintiff is a pub and restaurant and claims that it was defamed as a result of a list of food safety violators provided by the Calgary Health Region and containing the Plaintiff being republished by the Calgary Herald on October 10, 2006. Plaintiff claims that it was not yet open for business at the time the violations took place and could therefore not have been included on the list.</p>	<p>\$1,082,479 in special damages, \$100,000 in punitive or aggravated damages and costs</p>	<p>YES:(ACE/INA) Claim No. C6010245940</p>
Q2 2007	Hansen, Joey	Clive Jackson, Ian Haysom, Marisa Taylor Thomas, CanWest MediaWorks Inc., Can West Media Works Publications Inc. and Jessica Gojevic	<p>Plaintiff alleges damages caused by a story reported on Global BC's series of news reports and posted to the canada.com website regarding allegations of financial mismanagement at the Douglas College's Student Union. Information in the broadcasts came directly from a forensic audit report. Plaintiff was the individual in charge of the Student Union's finances.</p>	<p>general damages; special damages; aggravated damages; exemplary damages; interlocutory and permanent injunction for any further publication; costs, interest; however no amount specified</p>	<p>YES: (ACE/INA) Claim No. C6010249888</p>
Q1 2007	Rizzuto, Bettina and Rizzuto, Leonardo	CanWest MediaWorks Inc., National Post, The Gazette, Allison Hanes, John Wiley & Sons Canada Ltd., Lee Lamothe, Adrian Humphreys	<p>Plaintiffs, who are brother and sister and practicing lawyers in Montreal, claim that they were defamed by articles in the National Post on August 3, 2006 and in the Montreal Gazette the following day. The article described a book which apparently linked the Plaintiffs to a family member alleged to be involved in an organized crime syndicate.</p>	<p>\$950,000 damages plus interest and costs</p>	<p>YES (ACE/INA): Claims No. 6010243919</p>



Q1 2007	Hoggan, James	The National Post Company, Corcoran, Terrence	On November 28, 2006, the newspaper received a complaint from James Hoggan about certain columns by Terrence Corcoran. We were notified of the complaint that same day.	General Damages; Aggravated Damages; Exemplary Damages; Special Damages; accounting for profit for infringement of copyright and moral rights; injunction against Defendants from further publishing the article; an Order requiring the removal of the article	YES (ACE/INA): Claim No. C6010259652
Q4 2006	Atwal, Jaspal Singh	CanWest Media Works Publications Inc. Publications CanWest MediaWorks Inc., Dennis Skulsky, Kim Bolan and Gurmant Grewal	The Plaintiff is a Sikh extremist with a lengthy criminal record, including a conviction for the attempted murder of a visiting politician from India. The Plaintiff claims defamation as a result of articles published in the Vancouver Sun between July 25, 2006 and August 2, 2006 which describe his attempt to obtain a visa to India through the assistance of Canadian politicians.	unspecified damages, interest and costs	YES: (ACE/INA) Claim No. 601243380
Q4 2006	Di Bona, José A. Martine and Anobid Construction Corp.	Lisa Anne Charrier and Publications CanWest MediaWorks Inc. and Corporation Sun Media	Plaintiff on behalf of himself and his construction company, claim defamation and invasion of privacy as a result of an article that was published in The Gazette on May 27, 2006 and which describes a bitter real estate dispute between the Plaintiff and his ex-girlfriend.	\$300,000 in punitive damages; \$100,000 in exemplary damages plus interest and costs	YES: (ACE/INA) Claim No. 601243652
Fiscal 2006	Wood, Robert	Michael Barsky, Toronto Police Services Board, Nicholas Kohler, Les Pyette and National Post Company, A CanWest Publication	The plaintiff claims that he was defamed by a June 16, 2005 article published in The National Post. The article reported that Mr. Wood and a cohort were charged with fraud by the Toronto police for administering "psychic healing" to ill patients.	The plaintiff is seeking \$3,000,000 in damages as well as interest and costs.	YES:(ACE/INA) Claim No. 601238055
Fiscal 2005	Manno, Dina, Manno, Roman; L/Heureux, Germain; Manno, Salvatore; Manno, Marina and Manno, Maria Rosa	Henry, Ken; Collins, Rick; Doe, John, Doe, Jane; Lower Mainland Publishing Group Inc. and CanWest Interactive Inc.	The Plaintiffs are all members of the same family and claim they were libeled by a story with a photo of certain family members published on October 29, 2004 in The Abbotsford Mission Times that implicated them in a story about marijuana grow operations.	No dollar amount specified	YES: (ACE/INA)Claim No. 601234007

Fiscal 2002	Vellacott, Maurice	Saskatoon Star Phoenix Group Inc., Darren Bernhardt and James Parker	The Plaintiff, an MP claims he was defamed in newspaper reports published March 4/02 & March 5/02 relating to the no-charge mailing system available to MPs. He used the system for mailing items relating to the race for leadership of his political party, as opposed to government business. People were quoted, giving their opinions critical of the Plaintiff.	\$75,000 and costs plus an apology.	YES (SAFECO); Claim No. 61D022611335
<b><u>DORMANT</u></b>					
Fiscal 2006	Ensley, Doug, Silcox, Earl; Tynning, Ansgar; Bentley, Alf and Agnew, Lynne	CanWest MediaWorks Publications Inc. and Mandyk, Murray	The complaint concerns articles published in the Regina Leader Post and the Saskatoon StarPhoenix on February 3, 2006. The Plaintiffs, who are trustees of a political party trust, allege that the articles assert that the Plaintiffs were advancing their own political interests over that of the trust and its beneficiaries.	\$250K Damages; Interest & Costs	YES: (ACE/INA) Claim No. 601241762
Fiscal 2005	Vander Zalm, William	Malcolm Parry, Pacific Newspaper Group Inc., and the Vancouver Sun	The Plaintiff, a former Premier of British Columbia, is alleging he was defamed by remarks made by Mr. Parry in his column Town Talk, which was published in the Vancouver Sun on December 10, 2002. The article allegedly indicated that the Plaintiff illegally received a personal benefit as Premier of the Province of British Columbia from billionaire Li Ka-shing.		YES: (ACE/INA) Claim No. 601230739
Fiscal 2005	Christian Churches of God, World Conference and Christian Churches of God, Canada	National Post, Robert Attala, Matthew Fraser, Jonathan Kay	The plaintiffs claim they were defamed by a July 12, 2004 editorial in the National Post entitled "Bad Moon on the Rise".	\$100,000.00 General & Specific Damages; Costs & Interest	YES: (ACE/INA)
Fiscal 2005	Berkshire Investment Group Inc.	Victoria Times Colonist Group Inc., Pacific Newspaper Group Inc., CanWest Interactive Inc., Charles Edward Hanman, Andrew A. Duffy, Lucinda Choden, Robert MacKenzie, Patricia Graham, Dennis Skulsky, John Doe, Jane Doe, Richard Roe and Jane Roe	The Plaintiff alleges defamation from a series of reports including an article published in the Victoria Times Colonist on July 27, 2005 and an article in the Vancouver Sun the following day. The reports indicated that Berkshire Investment Group was the subject of a RCMP investigation following complaints of unlawful business practices by one of its employees.		YES: (ACE/INA) Claim No. 601236788

Fiscal 2005	Dempsey, John R	Steve Berry, The Province and CanWest Global Communications et al	The Plaintiff claims that he was defamed by an article published in The Province on October 29, 2004 quoting a woman who he represented in a class action lawsuit saying that she had discovered the Plaintiff was "not a lawyer". The Plaintiff was quoted saying that he had a law degree from the Philippines but he was not licensed as a member of the BC law society, and that he accepts money from clients.	YES Claim No. TBA
Fiscal 2004	Commonwealth Marketing Group Ltd. et al	Saskatoon Star Phoenix group Inc, Lana Haight and Shannon Boklaschuk	Plaintiffs claim to have been defamed in an article published in The StarPhoenix on December 26, 2003. The article reports an investigation, by the Manitoba Securities Commission ("MSC"), of plaintiff Smith. It reports that Smith and the other Plaintiffs are named in an investor alert issued by the MSC. It reports that Smith (a former Judge and more recently a former lawyer) was effectively disbarred for his dealings with the leader of a stolen-goods and drug trafficking ring.	YES (ACE): Claim No. 601228172
Fiscal 2003	Schickedanz, Bruno G.	The Expositor, Braintford Expositor Group Inc. et al	The Expositor published an article on July 18, 2001 which reports on the Ontario Racing Commission's decision to sanction the Plaintiff, as a thoroughbred race horse owner due to his connections with a fraud perpetrated upon CMHC by one of his companies, B.G. Schickedanze Homes Inc., for which it was convicted.	YES - TBA
Fiscal 2003	Smolensky, Arthur and Global Securities Corporation	Derrick Penner and Southern Inc.	The Plaintiffs filed a Writ of Summons and Statement of Claim arising from an article published in the Vancouver Sun with relation to 5 individuals who allegedly engaged in racketeering and securities fraud. The article referred to a local connection to the proceedings, namely indicating that 2 of the accused traded through the Plaintiff, Global Securities. One edition of the article included a photo of the Plaintiff, Smolensky. Following a complaint by the Plaintiffs stating that the photo implied that the Vancouver brokers, rather than their clients, had engaged in illegal trading the Vancouver Sun published a clarification on May 29, 2002. There were no further communications with the Plaintiffs or their counsel until the Writ of Summons and Statement of Claim were served.	YES: Claim No. Unknown

Fiscal 2003	Alphonse, Chief Harvey et al	CanWest Publications Inc. dba The Cowichan Valley Citizen Newspaper	The Plaintiff's claim pertains to the alleged defamatory content of articles in The Cowichan Valley Citizen which reported on a number of allegedly unlawful and inappropriate acts of the Chief and the tribal council, particularly with reference to various financial and governing issues. The articles were published from June 13, 2001 to April 9, 2003.	YES
Fiscal 2002	Cooke, Terry and Foxcroft, Ron	Brabant Newspapers, Southam Publications Inc. et al	The Plaintiffs served their Statement of Claim upon the Defendants on September 11, 2002, alleging that a letter to the editor written by Raymond Dartsch and appearing on June 19, 2002 in the Hamilton Mountain News was defamatory.	YES: (SAFECCO) Claim No. 61B022411920
Fiscal 2002	Davidson, Bruce	Brabant Newspapers, Richard Leitner and Calvin Bosveld	The Ancaster News published an article on August 8, 2001 reporting on statements made by a former Ancaster councillor, Murray Ferguson regarding the costs expended in relation to a wrongful dismissal suit that was commenced by the Plaintiff as the former Ancaster Chief Administrative Officer.	YES (SAFECCO)
Fiscal 2002	Eleveld, Charles	The Ancaster News et al	The Plaintiff commenced an action against The Ancaster News, Brabant Newspapers, Stoney Creek News et al arising out two articles printed in the Stoney Creek News on May 22, 2002. The Plaintiff equally complains about an article published in The Hamilton Spectator on April 9, 2002. The Plaintiff is alleging that the above articles, collectively report on the activities of members of the Community Liaison Committee which monitors the Taro Landfill site and alleging that members of the CLC acted without authority and that the CLC has become a "barrier" to communication and is "dysfunctional" and "hostile".	YES (SAFECCO)
Fiscal 2002	Ferguson, Catherine Anne	Vancouver Province et al	On or about August 10, 2001, the Vancouver Province published an article concerning the Plaintiff and her occupation as the President of the BCNU (major labour union in B.C.), business, profession and/or office and in relation to her conduct therein, in such a way that the Plaintiff felt it was defamatory.	YES - TBA

Fiscal 1999	McCormack, William	The National Post Company and Mathias, Philip	Plaintiff, the former Chief of Police of Toronto, complains of an article published in the National Post on January 28, 1999 reporting that Plaintiff had received the benefit of a loan guarantee that was not disclosed under the conflict of interest guidelines.	No financial amount stated	YES; Employers Reinsurance Company Policy No. MM-11642
-------------	--------------------	---	--	----------------------------	--

**Notices****ACTIVE**

Q3 2010	Kwok, Dr. Daniel	RW Thompson Bennett Jones LLP 4500 Bankers Hall East, 855 - 2nd Street SW Calgary, AB, T2P 4K7 tel: 403-298-3384 fax: 403-265-7219 email: thompson@bennettjones.com	Carwest Publishing Inc., National Post Inc.	TBA	Plaintiff claims defamation arising from a series of articles published in March 2010 in various Carwest newspapers, including the National Post.	Full retraction of each article, public apology to Dr. Kwok, no monetary amount stated.	TBA
Q3 2010	Glemaud, Patrick	Edward A. Pundvk Lang Michener LLP 50 O'Connor Street, Suite 300 Ottawa, ON K1P 6L2 tel: 613-232-7171 fax: 613-231-3191 epundvk@langmichener.ca	Global Edmonton, Carwest Global Communications Corp., Carwest News Service, Akin, David	Global Edmonton, Carwest Global Communications Corp., Carwest News Service, Akin, David	Plaintiff claims defamation arising from an article published April 23, 2010 on the Global Edmonton website	Full and fair retraction of article as provided with letter.	TBA
Q3 2010	Popkum Indian Band, Chief James Murphy, Jensen, Ken	Roger McConchie McConchie Law Corporation Suite 290 - 889 Harbourside Drive North Vancouver, BC V7P 3S1 tel: 604-988-1622 fax: 604-988-1610 mcconchie@libelandprivacy.com	Chilliwack Times, Naylor, Cornelia	Robert Anderson, Q.C., Farris, Vaughan, Wills & Murphy LLP, P.O. Box 10026, Pacific Centre South, 25th Floor, 700 W Georgia St., Vancouver BC, V7Y 1B3, 604-661-9313 randerson@farris.com	Plaintiff claims Defamation stemming from an article published March 12, 2010 in the print and online editions.	Full and unequivocal retraction and apology; format to be approved by Plaintiff's counsel; Article to be pulled from internet; written confirmation that article will not be republished.	TBA Hiscox #122005514
Q2 2010	Morrison, Van	Deborah Sykes www.websheriff.com 2 Queen Caroline Street London W6 9DX United Kingdom Tel 44-(0)208-323 8013 Fax 44-(0)208-323 8080	www.nationalpost.com	Doug Richardson, O'Donnell, Robertson & Sanfilippo, 1 Queen St. E., 8th Floor, P.O. Box 99, Toronto ON, M5C 2W5, 416-216-0256 drixardson@orslaw.com	Plaintiff claims DEFAMATION (LIBEL & MALICIOUS FALSEHOOD - FALSE ACCUSATIONS OF PATERNITY) resulting from a December 29, 2009 story.	Removal of "infringing activity" ASAP.	Yes (if claim, and if story was not provided by a wire service): Hiscox #122005576

Q2 2010	Wrzesnewsky, Boris	Brian Gover Stockwoods LLP Suite 2512, The Sun Life Tower 150 King Street West Toronto, ON, M5H 1J9 BrianG@stockwoods.ca tel: (416) 593-2489 fax: (416) 593-9345	National Post Inc., Levant, Ezra	Doug Richardson, O'Donnell, Robertson & Sanfilippo, 1 Queen St. E., 8th Floor, P.O. Box 99, Toronto ON M5C 2W5, 416-216-0256 drichardson@orslaw.com	Plaintiff claims defamation arising from an article written by Ezra Levant published on December 15, 2009 in the National Post.	Removal of article from the National Post website; formal apology to be printed in prominence (wording provided). Demanding aggravated and punitive damages for non-removal.	YES (if claim): Hiscox #122005377
Q2 2010	Bruce, Doug	Jay Straith Straith Law Corporation 6438 Bay Street West Vancouver, BC V7W 1G9	Weldon, James; North Shore News	David F. Sutherland David F. Sutherland & Associates 2000 Ontario Street Vancouver, BC V5T 2W7	Plaintiff has filed a Statement of Claim against Kash Heed and Elizabeth Goldsmith-Jones (rep. by Dean Burnett) and cites an article published on November 5, 2008 in his Statement of Claim.	TBA	TBA Hiscox Ref# 122005279
Q1 2010	Non-Smokers' Rights Association	Peter A. Downard Fasken Martineau 66 Wellington Street West, Suite 4200 Toronto, ON, M5K 1N6 tel: 416-366-8381 fax: 416-364-7813	The National Post Company, Fisher, Gort, Kelly, Doug	Doug Richardson, O'Donnell, Robertson & Sanfilippo, 1 Queen St. E., 8th Floor, P.O. Box 99, Toronto ON M5C 2W5, 416-216-0256 drichardson@orslaw.com	Plaintiff complains of an editorial published in the National Post on October 27, 2009.		Yes (if claim): Hiscox Ref# 122005223
Q1 2010	Bond, Doug	David S. Multroney Multroney & Company 301 - 852 Fort Street Victoria, BC V8W 1H8 tel: (250) 389-6022 Fax: (250) 389-6033 david@multroneyco.com	Victoria Times Colonist, "Rob D" Doe, "John" Doe, "Cory" Doe	Donald FarquharPeatman Lindholm 1-250-388-4433201-19 Dallas Road Victoria, BC, V8V 5A6	Plaintiff complains of defamatory comments posted to a story published Feb. 18, 2009 on the Times-Colonist website.	Removal of comments; retrieval of personally- identifiable information for comment posters.	Yes (if claim): Hiscox Ref# 122005200

Q4 2009	Luxenburg, Sheryl	James Katz Brazzau Seller LLP 55 Metcalfe Street, Suite 750 Ottawa, ON Canada K1P 6L5 Tel: (613) 237-4000 Fax: (613) 237-4001 jkatz@brazzausellier.com	canada.com	Doug Richardson, O'Donnell, Robertson & Sanfilippo, 1 Queen St. E., 8th Floor, P.O. Box 99, Toronto ON, M5C 2W5, 416-216-0256 dtrichardson@orslaw.com	Defamation (Notice)	Removal of all statements within (7) days of receipt of notice, and no further publication of defamatory statements be posted.	Yes, if claim (Hiscox #TBA)
Q4 2009	National Photo Group, LLC	Jill Jarvis-Tonus & Agatha Bookle Bereskin & Parr LLP Scotia Plaza, 40 King St. W., 40th Floor Toronto, ON M5H 3Y2 tel: 416-957-1618	The National Post Company	Doug Richardson, O'Donnell, Robertson & Sanfilippo, 1 Queen St. E., 8th Floor, P.O. Box 99, Toronto ON M5C 2W5, 416-216-0256 dtrichardson@orslaw.com	Copyright Infringement (Notice)	Plaintiff demands \$30,000CDN plus undertaking in writing to never publish the photo again or any other photo owned by copyright holder.	YES, if claim (Hiscox #122005167)
Q4 2009	Kinsella, Warren	Brian Shiller	Chris Seilley, The National Post Company (McParland)	Doug Richardson, O'Donnell, Robertson & Sanfilippo, 1 Queen St. E., 8th Floor, P.O. Box 99, Toronto ON M5C 2W5, 416-216-0256 dtrichardson@orslaw.com	Defamation (Notice): Removal of reference to Plaintiff in editorial article.		Yes, if claim (Hiscox #TBD)
Q2 2009	Kinsella, Warren	Shillers LLP Brian Shiller 445 King Street West, Suite 202 Toronto, ON M5V 1K4 t: 416-363-1112 f: 416-363-5557	The National Post Company, Kay, Jonathan	Doug Richardson, O'Donnell, Robertson & Sanfilippo, 1 Queen St. E., 8th Floor, P.O. Box 99, Toronto ON M5C 2W5, 416-216-0256 dtrichardson@orslaw.com	Defamation (Notice): general and special damages, removal of post from website, post apology in its place		YES (if claim) Hiscox No. 122004316
Q2 2009	Brigden, Malcolm	Adair Morse T. Agape Lim 1 Queen Street East, Suite 1800, Toronto, ON M5C 2W5 t: 416-941-5875 alim@adairmorse.com	Regina Leader Post, Adam, Betty Ann, Alleyne,	Russel Hart, Gerrard Rath Johnson, Suite 700, 1914 Hamilton St., Regina SK S4P 3N6, 306-522-3030 rhart@grj.ca	Defamation (Notice): removal of article from website, printed apology		YES (if claim) Hiscox No. 122004683



Q1 2009	Dass, Charles and Micromem Technologies	Macaulay McColl Kenneth N. Affleck 1575 - 650 West Georgia Street, PO Box 11635 Vancouver, BC V6B 4N9 t: 604-899-5201 e: kaffleck@macaulay.com	Baines, David; The Vancouver Sun, The Alberni Valley Times	Robert Anderson, Q.C., Farris, Vaughan, Wills & Murphy LLP, P.O. Box 10026, Pacific Centre South, 25th Floor, 700 W Georgia St., Vancouver BC V7Y 1B3, 604-661-9313 randerson@farris.com	Defamation (Notice): remuneration not stated - simply complaints at this time	YES (if claim)
Q2 2008	Berend Brandsema	McConchie Law Corporation Roger D. McConchie Suite 290 - 889 Harbourside Drive North Vancouver, BC V7P 3S1 t: 604-988-1622 e: mcconchie@libelandprivacy.com	The Abbotsford-Mission Times, CanWest Media Works Publications Inc.	Robert Anderson, Q.C., Farris, Vaughan, Wills & Murphy LLP, P.O. Box 10026, Pacific Centre South, 25th Floor, 700 W Georgia St., Vancouver BC V7Y 1B3, 604-661-9313 randerson@farris.com	Defamation (Notice): Website apology	YES: If proceeds to claim Hiscox #122003461
Q2 2008	Wakeford, James	Hunter Litigation Chambers Law Corporation Brent B. Olthuis 2100 - 1040 West Georgia Street, Vancouver, BC V6E 4H1 t: 604-647-8540 e: bolthuis@litigationchambers.com	The National Post Company, CanWest Media Works Inc., Cosh, Colby	Robert Anderson, Q.C., Farris, Vaughan, Wills & Murphy LLP, P.O. Box 10026, Pacific Centre South, 25th Floor, 700 W Georgia St., Vancouver BC V7Y 1B3, 604-661-9313 randerson@farris.com	Defamation (Notice): immediate and visible correction	TBA
Q4 2007	Gordon A. Kapelus, Chief Capilano of the Squamish Nation	3118 West 18th Avenue Vancouver, BC V6L 1B9 t: 604-736-4607	North Shore News (letter addressed to CanWest Global Communications Corp.)	Robert Anderson, Q.C., Farris, Vaughan, Wills & Murphy LLP, P.O. Box 10026, Pacific Centre South, 25th Floor, 700 W Georgia St., Vancouver BC V7Y 1B3, 604-661-9313 randerson@farris.com	Defamation (Notice): review transcript of hearings, including costs to obtain transcripts, and review with Plaintiff libelous statements from article.	YES: if proceeds to Claim

Note: Matters for which Insurance is marked as TBA will be deemed as insured litigation upon receipt of an acceptable coverage letter.

**SCHEDULE 1.1(110)****PERMITTED ENCUMBRANCES**

1. Applicable municipal by-laws, zoning restrictions, development agreements, subdivision agreements, restrictive covenants, site plan agreements, reciprocal agreements, other agreements, building and other restrictions, leases, subleases, easements, servitudes, rights of way and licences which do not in the aggregate materially adversely affect the current use of the Real Property affected thereby.
2. The reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown of any real property or any interest therein.
3. Defects or irregularities in title to the Real Property which are of a minor nature and do not materially adversely affect the current use of the Real Property affected thereby.
4. Encumbrances for taxes and other obligations or requirements owing to or imposed by governmental authorities or utility providers in respect of amounts not yet due.
5. Rights of equipment lessors under Personal Property Leases forming part of the Acquired Assets.
6. Any privilege in favour of any lessor, licensor or permitter for rent to become due or for other obligations or acts, the performance of which is required under Contracts, or Real Property Leases, provided that such liens or privileges do not materially adversely affect the current use of the Acquired Assets affected thereby.
7. All Encumbrances affecting a landlord's or sublandlord's interest in any Leased Real Property and all Encumbrances created pursuant to the terms of the LP Leased Property Leases and the Real Property Leases.
8. Encumbrances of landlords, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and Encumbrances imposed by law, in each case incurred in the Ordinary Course of the Business (i) for amounts not yet overdue or (ii) for amounts that are overdue and that (in the case of any such amounts overdue for a period in excess of five days) are being contested in good faith by appropriate proceedings.
9. Encumbrances incurred in the Ordinary Course of the Business in connection with, or to secure payment of obligations under, workers' compensation, unemployment insurance and other types of social security or similar laws.
10. Encumbrances, pledges and deposits incurred in the Ordinary Course of the Business to secure the performance of tenders, statutory obligations, performance and completion bonds, surety bonds, appeal bonds, bids, leases, licenses, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations.

### SCHEDULE 3.1(3)

#### EXCLUDED ASSETS

##### Lease Agreements

1. Lease Agreement between T.E.C. 250 Leaseholds Limited and Canwest Publishing Inc. in respect of 250 Yonge Street, Toronto, Ontario, dated February 18, 2009, as amended.
2. Lease Agreement between Edward Baillargeon and Deborah Baillargeon and CanWest MediaWorks Directories, a division of CanWest MediaWorks Publications Inc. in respect of 546 Sovereign Road, London, Ontario, dated October 4, 2007, as amended.
3. Lease Agreement between Edward Baillargeon and Deborah Baillargeon and CanWest MediaWorks Directories, a division of CanWest MediaWorks Publications Inc. in respect of 546 Sovereign Road, London, Ontario, dated December 15, 2007, as amended.

##### Financing Agreements and Related Agreements

4. Indenture between CanWest MediaWorks Limited Partnership, the guarantors party thereto, The Bank of New York, and BNY Trust Company of Canada, dated July 13, 2007.
5. Credit Facilities Credit Agreement between CanWest MediaWorks Limited Partnership, the Guarantors, Scotia Capital, and Scotia Capital and Citigroup Global Markets Inc., dated July 10, 2007.
6. Senior Credit Agreement.
7. DIP Credit Agreement.
8. LP support agreement dated January 8, 2010 between Canwest Limited Partnership, Canwest (Canada) Inc., Canwest Publishing Inc., Canwest Books Inc. and The Bank of Nova Scotia, in its capacity as administrative agent on behalf of the lenders party thereto.

##### Other Agreements

9. All contracts that have been disclaimed or resiliated by Canwest Limited Partnership/Canwest Société en Commandité, Canwest (Canada) Inc., Canwest Publishing Inc./Publications Canwest Inc. and/or Canwest Books Inc. in accordance with section 32 of the CCAA.
10. Material Contracts not listed or identified on Schedule 7.5(4); or in respect of or under any Material Contract that is marked with an asterisk on Schedule 7.5(4).
11. Such other Excluded Assets as may be mutually agreed by the Parties prior to the Acquisition Time.
12. Agreement for Consulting Services between Vanguard Communications Corporation and Canwest Limited Partnership, effective June 3, 2009.

**SCHEDULE 7.1(1)**

**STATUS AND CAPACITY OF LP ENTITIES**

Currently, CPI, CCI and CBI have no directors and officers.

**SCHEDULE 7.1(8)****NO OTHER ACQUISITION AGREEMENTS**

1. Senior Credit Agreement and the DIP Credit Agreement (including the pledge of all shares of National Post)
2. Encumbrances created by order of the CCAA Court in connection with the CCAA Case
3. Credit Acquisition

## SCHEDULE 7.1(10)

### CONSENTS

The following agreements require consent for assignment:

Real Property Lease Agreements

1. Lease between London Life Insurance Company and Southam Inc. dated April 1, 1991 and the lease between London Life Insurance Company and Southam Inc. dated April 1, 1991 as renewed by the renewal letter dated April 28, 2004 and as assumed by The Edmonton Journal Group Inc. on October 30, 2000, in respect of 10006-101 St., Edmonton, AB.
2. Lease between bcIMC Realty Corporation and Calgary Herald Group Inc. dated May 9, 2005, in respect of 1058-72nd Avenue, N.E., Calgary, AB.
3. Lease between The City of Calgary and Southam Inc. dated May 1, 1995, in respect of 800 MacLeod Trail, Calgary, AB.
4. Lease between 808 4th Avenue SW Leaseholds Inc. (successor in title to United Place Inc.) and The National Post Company dated October 2, 2002 as amended September 18, 2007, in respect of 808-4th Ave. SW, Calgary, AB.
5. Lease between Superfly Inc. and The Flyer Force, a Division of The Edmonton Journal Inc. dated July 10, 2003 as amended by (i) the amendment agreement dated January 12, 2004; and (ii) the amendment agreement dated August 17, 2004, in respect of 9303 28th Avenue, Edmonton, AB.
6. Lease between Superfly Inc. and The Flyer Force, a Division of The Edmonton Journal Inc. dated August 17, 2004, in respect of 9307 28th Avenue, Edmonton, AB.
7. Lease between Fuller Watson Holdings Limited and Lower Mainland Publishing Group Ltd. dated August 15, 2006, in respect of Units 1 & 2 – 22345 North Avenue, Maple Ridge, BC.
8. Lease between Sodican (B.C.) Inc. and Lower Mainland Publishing Group Inc. dated March 10, 2005, in respect of 100 – 126 East 15th Street, North Vancouver, BC.
9. Lease between Ligvita Developments Ltd., Strawberry Point Developments Ltd., Kalkadoon Properties Ltd. and Thomson Newspapers Co. Ltd. dated April 15, 1993 as amended by the amendment letter dated May 25, 1994 and renewed by the renewal letter dated January 3, 1997, in respect of 1046 Cedar Street, Campbell River, BC.
10. Lease agreement between Ebco Machining and Fabricating Ltd., as landlord, and Lower Mainland Publishing Group Inc., as tenant, dated July 1, 2001, with respect to certain premises on the ground floor and 2nd floor at 7280 River Road, Richmond, British Columbia; and

- 2 -

11. Lease between EIG River Road Investments Inc., for and on behalf of Ebco Machining and Fabricating Ltd., as landlord, and College Printers, a division of Canwest Publishing Inc., as tenant, dated August 1, 2009, with respect to Unit 150 – 7280 River Road, Richmond, British Columbia.
12. Lease between B.F.C. Projects Partnership, a corporate partnership between Cambridge Properties Ltd. and Benchmark Financial Corporation (successor in title to B-Cam Projects, a corporate partnership between Benchmark Estate Ltd. and Benchmark Holdings Ltd.) and Langley Advance, a Division of CanWest MediaWorks Publications Inc. (successor to Lower Mainland Publishing Group Inc.) dated November 6, 2001 as amended by (i) the extension dated April 16, 2004; (ii) the modification of Lease dated May 10, 2004; (iii) the lease amendment agreement dated July 23, 2004; and (iv) the extension dated September 24, 2007, in respect of Unit 112, 6375 – 202nd Street, Langley, BC.
13. Lease between ONNI Development (1525 Broadway) Corp. and Coquitlam Now and Van Net Newspapers, Divisions of CanWest Publishing Inc. dated December 4, 2008, in respect of 115-1525 Broadway Street, Port Coquitlam, BC.
14. Lease between Brookwest Industrial Inc. and North Shore News, a Division of CanWest MediaWorks Publications Inc. dated March 1, 2006, in respect of 120-400 Brooksbank Ave., Vancouver, BC.
15. Lease between 581486 B.C. Ltd. and CanWest MediaWorks Publications Inc. dated July 10, 2007, in respect of 13163 – 76th Avenue, Surrey, BC.
16. Lease between Victor Properties Ltd. and Vancouver Courier, a division of CanWest Publishing Inc. (successor in title by assignment to Lower Mainland Publishing Group Inc., (successor in interest by assignment to RIM Publishing Inc.)) dated June, 1989 as amended by (i) the renewal letter dated June 28, 1994; (ii) the renewal letter dated March 31, 1999; (iii) the renewal letter dated August 3, 2004; and (iv) the amending agreement dated July 31, 2009, in respect of 1574 West 6th Avenue, Vancouver, BC.
17. Lease between Garlough Developments Ltd. and CanWest MediaWorks Publications Inc. dated September 1, 2007, in respect of 166E Island Highway, Parksville, BC.
18. Lease between Ontrea Inc., by its agent Cadillac Fairview Management Services Inc. (successor in title to Granville Square Leaseholds Ltd.), Pacific Newspaper Group Inc. (successor in interest by assignment to XSTM Holdings (2000) Inc. (formerly Southam Inc.)) and Canwest Global Communications Corp. dated December 22, 1995 as amended by (i) the letter agreement dated January 12, 1996; (ii) the amendment and assumption of lease dated October 11, 2000; (iii) the amending agreement dated May 31, 2002; and (iv) the facilities licence agreement between PNG and Global Communications Limited dated October 13, 2004, in respect of 200 Granville Street, Vancouver, BC.
19. Lease between Newcorp Properties Ltd. and Burnaby Now, A Division of CanWest Publishing Inc. (successor in title to Lower Mainland Publishing Group Inc.) dated December 27, 2001 as amended by (i) the letter agreement dated May 15, 2002; and (ii)

the letter agreement dated February 19, 2009, in respect of 201A & 202A 3430 Brighton Ave, Burnaby, BC.

20. Lease between Diversified Management Inc. and The Now Newspaper, a Division of CanWest MediaWorks Publications Inc. (successor in interest by assignments dated April 14, 1999, August 3, 2000 and June 2002 to Lower Mainland Publishing Group Inc.) dated June, 1996 as amended by (i) the addendum dated May, 1999; (ii) the addendum dated June, 2002; (iii) the addendum dated March 15, 2006; and (iv) the addendum dated July 3, 2006, in respect of 201 and 203 – 7889 132nd Street, Surrey, BC.
21. Lease between Hass Holdings Ltd. and Delta Optimist, a division of CanWest MediaWorks Publications Inc. dated December 1, 2005, in respect of Units 207 and 208 in the Whitford Building, 4840 Delta Street, Delta, BC.
22. Lease between Sixth and Yukon Properties Ltd. and CanWest MediaWorks Publications Inc. dated May 3, 2007, in respect of 2188 Yukon Street, Vancouver, BC.
23. Lease between H. & B. Holdings (1982) Ltd. and Echo Publications dated December 22, 2001, in respect of 407-D Fifth Street, Courtenay, BC.
24. Lease between Donald E. Taylor Personal Law Corporation and Thomson Newspapers Canada, division of Thomson Canada Limited, carrying on business as The Citizen Newspaper dated January 1, 1997 as amended by (i) the lease renewal letter dated January 29, 2001; and (ii) the renewal letter dated March 10, 2006, in respect of 469 Whistler Street, Duncan, BC.
25. Lease between Canadian Pacific Railway Company and The Esquimalt and Nanaimo Railway Company and CanWest Global Communications Corp. (successor in interest by assignment dated October 22, 2000 to Southam Publishing (B.C.) Ltd., successor in title by assignment dated July 7, 1998 to Thomson Canada Limited.) dated November 4, 1996, in respect of Mile 75.56 – 75.59 Nanaimo, BC.
26. Lease by Canwest Publishing Inc., in respect of 1701 Peninsula Street, Ucluelet, BC. (documentation has not been provided)
27. Lease by Canwest Publishing Inc., in respect of 3355 Grandview Highway, Vancouver, BC. (documentation has not been provided)
28. Lease between Carlton Call Centre Inc. and CanWest Limited Partnership, by its General Partner, CanWest (Canada) Inc. (successor in title to CanWest Media Inc. (successor in interest by assignment dated May 23, 2002 to Air Canada)) dated September 30, 1998 as amended by (i) the letter dated May 29, 2001; (ii) the letter dated May 13, 2002; (iii) the letter dated April 29, 2003; and (iv) the lease renewal dated November 13, 2009, in respect of 300 Carlton Street, Winnipeg, MB.
29. Lease between City of Ottawa and Ottawa Citizen, a division of CanWest MediaWorks Publications Inc. dated September 1, 2003 as amended by (i) the lease renewal agreement dated September 1, 2005; and (ii) the lease renewal agreement dated December 1, 2007, in respect of 110 Laurier Avenue West, Ottawa, ON.



30. Lease between Montyco Investments (Windsor) Inc. and CanWest Publishing Inc. dated February 18, 2009 as amended by the amendment dated August 18, 2009, in respect of 1116-1120 Lesperance Road, Tecumseh, County of Essex, ON.
31. Lease between Sun Life Assurance Company of Canada and CanWest MediaWorks Publications Inc. (successor in interest by assignment dated November 1, 2005 to Ottawa Citizen Group Inc.) dated January 30, 2003 as amended by the amendment dated May 17, 2006, in respect of Units 404, 405, 406, 407, 408 at 1230 Old Innes Road, Ottawa, ON.
32. Lease between 1605 Main Street West (Hamilton) Limited and Canwest MediaWorks Publications Inc. dated May 16, 2006, in respect of 1603 Main Street E., Hamilton, ON.
33. Lease between Fairlane Developments Inc. and Phoenix Media Group Inc. dated June 27, 2001 as amended by the letter agreement dated May 26, 2006, in respect of 1614 Lesperance Rd, Unit 2, Building A, Tecumseh, ON.
34. Lease between 414835 Ontario Limited and Canwest Publishing Inc. dated October 1, 2009, in respect of 40 Queen Street South, Tilbury, ON.
35. Lease between Sun Life Assurance Company of Canada and 156 O'Connor Limited (successor to 1331430 Ontario Inc.) and CanWest MediaWorks Publications Inc. dated May 8th, 2007 as amended by (i) the generator license agreement dated June 27th, 2007; and (ii) the storage lease dated February 25th, 2008, in respect of 50 O'Connor Street, Ottawa, ON.
36. Lease between T.R.L. Investments Limited and CanWest Publishing Inc. dated October 28, 2009, in respect of 911 Golf Links Rd, Ancaster, Hamilton ON.
37. Lease by Canwest Publishing Inc., in respect of Rm 354 Legislative Building, Ottawa, ON.(documentation has not been provided)
38. Lease between WXI/DSG Realty Company and Dominion Square, Limited Partnership and the Montreal Gazette Group Inc.) dated October 30, 2003, as subleased by CanWest Publishing Inc. (successor in title to Montreal Gazette Group Inc.) to Global Quebec, a division of CanWest Television Limited Partnership, acting by its general partner CanWest Television GP Inc. dated September 1, 2009, in respect of 1010 St. Catherine St. West, Montreal, QC.
39. Lease between Centre Terrarium Inc., represented by Arcturus Limited Partnership, by its General Partner, Arcturus Realty Corporation (successor in title to Progressive Holdings Inc.) and Canwest Publications Inc. (successor in title to Montreal Gazette Group Inc.) dated October 30, 2003 as extended by the extension letter dated October 15, 2008, in respect of 205-189 Hymus Blvd., Pont-Claire, QC.
40. Sublease between The Canadian Press and Canwest Publishing Inc. dated January 1, 2010, in respect of 1206 National Press Building, Washington, DC.

- 5 -

41. Lease between Nadiscorp Logistics Inc. and The Star Phoenix, a division of Canwest MediaWorks Publications Inc. dated December 12, 2005, in respect of 1502 Quebec Avenue, Saskatoon, SK.
42. Lease agreement between Ebco Machining and Fabricating Ltd., as landlord, and Lower Mainland Publishing Group Inc., as tenant, dated July 1, 2001, with respect to certain premises on the ground floor and 2nd floor at 7280 River Road, Richmond, British Columbia.
43. Lease between EIG River Road Investments Inc., for and on behalf of Ebco Machining and Fabricating Ltd., as landlord, and College Printers, a division of Canwest Publishing Inc., as tenant, dated August 1, 2009, with respect to Unit 150 – 7280 River Road, Richmond, British Columbia.

3rd – Party Leases

44. Lease between Edmonton Journal Group Inc. A Canwest Company. and 713054 Alberta Ltd. dated February 28, 2001 as amended by (i) the amendment dated January 17, 2003; (ii) the amendment dated November 23, 2004; and (iii) the amendment dated February 10, 2006, in respect of 10006-101 Street, Edmonton, AB.
45. Lease between Sterling Newspapers Company and Tourism Authority dated January 1, 2000, in respect of 1922 Park St., Regina, SK.
46. Lease between CanWest MediaWorks Inc. and UTC Canada Corporation dated September 1, 2006, in respect of 2575 McCullough Road, Nanaimo, BC.
47. Lease between the Times Colonist, a division of Canwest Publishing Inc. and CGI Information Systems and Management Consultants Inc. dated September, 2008, in respect of 2621 Douglas Street, Victoria, BC.
48. Lease between 150275 Canada Inc. and Sprott-Shaw College of Business Ltd. dated May 26, 1999, in respect of 2621 Douglas Street, Victoria, BC.
49. Lease between Times Colonist, a division of Canwest Publishing Inc. and Sprott Shaw Degree College Corporation Ltd. dated July 1, 2007, in respect of 2621 Douglas Street, Victoria, BC.
50. Lease between Canwest Publishing Inc. and Houle Printing, in respect of 3486 Fourth Avenue. (documentation has not been provided)
51. Lease by Canwest Publishing Inc., in respect of Unit B2, 2575 McCullough Road. (documentation has not been provided)
52. Lease between Canwest Mediaworks Publications Inc. and The National Post Company dated October 13, 2005 as assigned to National Post Inc. on October 26, 2009, in respect of 1450 Don Mills Road, Ontario, M3B 2X7.
53. Lease between Canwest Publishing Inc. and Canwest Media Inc. dated October 13, 2005, in respect of 1450 Don Mills Road, Ontario, M3B 2X7.

Software License Agreements and Related Agreements

54. Agreement for the Provision of E-mail Management Services between Canwest Publishing Inc. and SMARTFOCUS Inc., successor to ASTECH InterMedia, Inc. dated signed January 23, 2009 and January 28, 2009.
55. Master Contract between CanWest MediaWorks Publications Inc. and ASTECH InterMedia, Inc. dated January 1, 2008.
56. Software Development, License and Support Agreement between ReachCanada Contact Centre Limited and Media Command Incorporated dated December 11, 2001.
57. Preferred Escrow Agreement among ReachCanada Contact Centre Limited, DSI Technology Escrow Services, Inc. and Media Command Incorporated dated December 11, 2001.
58. Software Licence Agreement between Canwest Publishing Inc. and ppi Media GmbH dated October 23, 2008.
59. Maintenance and Support Agreement between Canwest Publishing Inc. and ppi Media GmbH dated October 23, 2008.
60. Services Agreement between Canwest Publishing Inc. and ppi Media GmbH dated October 23, 2008.
61. Master Software Licence and Services Agreement between Saxotech, Inc. and CanWest MediaWorks Publications Inc. dated December 20, 2007.
62. Master License and Service Agreement between TANSA Systems and Canwest Publishing Inc. effective March 5, 2008.
63. Software License and Services Agreement between Quark Distribution, Inc. and Canwest MediaWorks Publications Inc. dated March 19, 2007.

Other

64. Capital Equipment Loan Agreement between Southern Lithoplate, Inc. and The Edmonton Journal, a division of Canwest Publishing Inc. dated March 15, 2005
65. Capital Equipment Loan Agreement between Southern Lithoplate, Inc. and The StarPhoenix, a division of Canwest Publishing Inc. dated April 1, 2005
66. Capital Equipment Loan Agreement between Southern Lithoplate, Inc. and The Gazette, a division of Canwest Publishing Inc. dated September 28, 2006.
67. Master Services Agreement and Statement of Work between Canwest Publishing Inc. and Affinity Express, Inc. dated March 24, 2009.
68. Intercompany Loan agreement between 4513401 Canada Inc. and Canwest Publishing Inc. dated October 30, 2009 (and related promissory note).

69. Agreement for Trucking and Logistic Services dated April 9, 2007 between Toronto Star Newspapers Limited and The National Post Company.
70. Printing Agreement between National Post Inc. (name to be amended to the correct entity name. The National Post Company) and Glacier Media Inc. dated August 24, 2009 and as amended by Amendment No. 1 dated as of August 24, 2009.
71. Printing Agreement with Torstar Corporation and The National Post Company dated January 4, 2002, as amended March 10, 2009.
72. Executive Advisory Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
73. Executive Advisory Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
74. Canwest Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
75. Sales Representation and Agency Services between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
76. Trademarks License Agreement among Canwest Global Communications Corp., Canwest Mediaworks (Canada) Inc., Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc., and Canwest Mediaworks Income Fund dated October 13, 2005.
77. Agreement on Shared Services and Employees between the Canwest Global Communications Corp., Canwest Limited Partnership, Canwest Media Inc., Canwest Publishing Inc., Canwest Television Limited Partnership, and The National Post Company dated October 26, 2009.
78. National Post Transition Agreement between The National Post Company and Canwest Publishing Inc. dated October 26, 2009.
79. Broadcast Services Agreement between Canwest Limited Partnership and Canwest Television Limited Partnership dated January 1, 2009.
80. Canwest Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
81. Trademarks License Agreement among Canwest Global Communications Corp., Canwest Mediaworks (Canada) Inc., Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc., and Canwest Mediaworks Income Fund dated October 13, 2005.

- 8 -

82. Agreements between the LP Entities and The Bank of Nova Scotia with respect to cash management obligations.

**SCHEDULE 7.2(3)**  
**SPECIFIED CHANGES OR EVENTS**

Nil

**SCHEDULE 7.4(2)****REAL PROPERTY**

1. 2575 McCullough Road (Units A1, A2, B1) Nanaimo, BC held by Canwest Media Inc. as nominee for Canwest Publishing Inc.
2. 4918 Napier Street and 3999 Forth Avenue, Port Alberni, BC held by Canwest Media Inc. as nominee for Canwest Publishing Inc.
3. 5731 No. 3 Road, Richmond, BC owned by Canwest Publishing Inc.
4. 12091-88th Avenue, Surrey, BC owned by Canwest Publishing Inc.
5. 2615 Douglas Street, Victoria, BC owned by Canwest Publishing Inc.
6. 30887 Peardonville Road, Abbotsford, BC owned by Canwest Publishing Inc.
7. 45951 Tretheway Avenue, Chilliwack, BC owned by Canwest Publishing Inc.
8. 215 16 Street, SE, 315-16th Street SE and 1790-3rd Avenue SE, Calgary, AB owned by Canwest Publishing Inc.
9. 9301 49 Street, Edmonton, AB owned by Canwest Publishing Inc.
10. 10006 101 Street, NW, Edmonton, AB owned by Canwest Publishing Inc.
11. 1964 Park Street, Regina, SASK owned by Canwest Publishing Inc.
12. 535 East 12th Avenue, Regina, SASK owned by Canwest Publishing Inc.
13. 204 5th Avenue, North, Saskatoon, SASK owned by Canwest Publishing Inc.
14. 219 5th Avenue, North, Saskatoon, SASK owned by Canwest Publishing Inc.
15. 1101 Baxter Road, Ottawa, ON owned by Canwest Publishing Inc.
16. 1450 Don Mills Road, Toronto, ON owned by Canwest Publishing Inc.
17. 167 Ferry Street, Windsor, ON owned by Canwest Publishing Inc.
18. 3000 Starway Avenue, Windsor, ON owned by Canwest Publishing Inc.
19. 2605 Temple, Windsor, ON owned by Canwest Publishing Inc.
20. 7001 rue St. Jacques, Montreal, QC owned by Canwest Publishing Inc.

**SCHEDULE 7.4(3)**

**REAL PROPERTY LEASES AND LEASED PREMISES**

1. Lease between London Life Insurance Company and Southam Inc. dated April 1, 1991 and the lease between London Life Insurance Company and Southam Inc. dated April 1, 1991 as renewed by the renewal letter dated April 28, 2004 and as assumed by The Edmonton Journal Group Inc. on October 30, 2000, in respect of 10006-101 St., Edmonton, AB.
2. Lease between bcIMC Realty Corporation and Calgary Herald Group Inc. dated May 9, 2005, in respect of 1058-72nd Avenue, N.E., Calgary, AB.
3. Lease between The City of Calgary and Southam Inc. dated May 1, 1995, in respect of 800 MacLeod Trail, Calgary, AB.
4. Lease between 808 4th Avenue SW Leaseholds Inc. (successor in title to United Place Inc.) and The National Post Company dated October 2, 2002 as amended September 18, 2007, in respect of 808-4th Ave. SW, Calgary, AB.
5. Lease between Superfly Inc. and The Flyer Force, a Division of The Edmonton Journal Inc. dated July 10, 2003 as amended by (i) the amendment agreement dated January 12, 2004; and (ii) the amendment agreement dated August 17, 2004, in respect of 9303 28th Avenue, Edmonton, AB.
6. Lease between Superfly Inc. and The Flyer Force, a Division of The Edmonton Journal Inc. dated August 17, 2004, in respect of 9307 28th Avenue, Edmonton, AB.
7. Lease between Fuller Watson Holdings Limited and Lower Mainland Publishing Group Ltd. dated August 15, 2006, in respect of Units 1 & 2 – 22345 North Avenue, Maple Ridge, BC.
8. Lease between Sodican (B.C.) Inc. and Lower Mainland Publishing Group Inc. dated March 10, 2005, in respect of 100 – 126 East 15th Street, North Vancouver, BC.
9. Lease between Ligvita Developments Ltd., Strawberry Point Developments Ltd., Kalkadoon Properties Ltd. and Thomson Newspapers Co. Ltd. dated April 15, 1993 as amended by the amendment letter dated May 25, 1994 and renewed by the renewal letter dated January 3, 1997, in respect of 1046 Cedar Street, Campbell River, BC.
10. Lease between B.F.C. Projects Partnership, a corporate partnership between Cambridge Properties Ltd. and Benchmark Financial Corporation (successor in title to B-Cam Projects, a corporate partnership between Benchmark Estate Ltd. and Benchmark Holdings Ltd.) and Langley Advance, a Division of CanWest MediaWorks Publications Inc. (successor to Lower Mainland Publishing Group Inc.) dated November 6, 2001 as amended by (i) the extension dated April 16, 2004; (ii) the modification of Lease dated May 10, 2004; (iii) the lease amendment agreement dated July 23, 2004; and (iv) the extension dated September 24, 2007, in respect of Unit 112, 6375 – 202nd Street, Langley, BC.



11. Lease between ONNI Development (1525 Broadway) Corp. and Coquitlam Now and Van Net Newspapers, Divisions of CanWest Publishing Inc. dated December 4, 2008, in respect of 115-1525 Broadway Street, Port Coquitlam, BC.
12. Lease between Brookwest Industrial Inc. and North Shore News, a Division of CanWest MediaWorks Publications Inc. dated March 1, 2006, in respect of 120-400 Brooksbank Ave., Vancouver, BC.
13. Lease between 581486 B.C. Ltd. and CanWest MediaWorks Publications Inc. dated July 10, 2007, in respect of 13163 – 76th Avenue, Surrey, BC.
14. Lease between Victor Properties Ltd. and Vancouver Courier, a division of CanWest Publishing Inc. (successor in title by assignment to Lower Mainland Publishing Group Inc., (successor in interest by assignment to RIM Publishing Inc.)) dated June, 1989 as amended by (i) the renewal letter dated June 28, 1994; (ii) the renewal letter dated March 31, 1999; (iii) the renewal letter dated August 3, 2004; and (iv) the amending agreement dated July 31, 2009, in respect of 1574 West 6th Avenue, Vancouver, BC.
15. Lease between Garlough Developments Ltd. and CanWest MediaWorks Publications Inc. dated September 1, 2007, in respect of 166E Island Highway, Parksville, BC.
16. Lease between Ontrea Inc., by its agent Cadillac Fairview Management Services Inc. (successor in title to Granville Square Leaseholds Ltd.), Pacific Newspaper Group Inc. (successor in interest by assignment to XSTM Holdings (2000) Inc. (formerly Southam Inc.)) and Canwest Global Communications Corp. dated December 22, 1995 as amended by (i) the letter agreement dated January 12, 1996; (ii) the amendment and assumption of lease dated October 11, 2000; (iii) the amending agreement dated May 31, 2002; and (iv) the facilities licence agreement between PNG and Global Communications Limited dated October 13, 2004, in respect of 200 Granville Street, Vancouver, BC.
17. Lease between Newcorp Properties Ltd. and Burnaby Now, A Division of CanWest Publishing Inc. (successor in title to Lower Mainland Publishing Group Inc.) dated December 27, 2001 as amended by (i) the letter agreement dated May 15, 2002; and (ii) the letter agreement dated February 19, 2009, in respect of 201A & 202A 3430 Brighton Ave, Burnaby, BC.
18. Lease between Diversified Management Inc. and The Now Newspaper, a Division of CanWest MediaWorks Publications Inc. (successor in interest by assignments dated April 14, 1999, August 3, 2000 and June 2002 to Lower Mainland Publishing Group Inc.) dated June, 1996 as amended by (i) the addendum dated May, 1999; (ii) the addendum dated June, 2002; (iii) the addendum dated March 15, 2006; and (iv) the addendum dated July 3, 2006, in respect of 201 and 203 – 7889 132nd Street, Surrey, BC.
19. Lease between Hass Holdings Ltd. and Delta Optimist, a division of CanWest MediaWorks Publications Inc. dated December 1, 2005, in respect of Units 207 and 208 in the Whitford Building, 4840 Delta Street, Delta, BC.
20. Lease between Sixth and Yukon Properties Ltd. and CanWest MediaWorks Publications Inc. dated May 3, 2007, in respect of 2188 Yukon Street, Vancouver, BC.

21. Lease between H. & B. Holdings (1982) Ltd. and Echo Publications dated December 22, 2001, in respect of 407-D Fifth Street, Courtenay, BC.
22. Lease between Donald E. Taylor Personal Law Corporation and Thomson Newspapers Canada, division of Thomson Canada Limited, carrying on business as The Citizen Newspaper dated January 1, 1997 as amended by (i) the lease renewal letter dated January 29, 2001; and (ii) the renewal letter dated March 10, 2006, in respect of 469 Whistler Street, Duncan, BC.
23. Lease between Canadian Pacific Railway Company and The Esquimalt and Nanaimo Railway Company and CanWest Global Communications Corp. (successor in interest by assignment dated October 22, 2000 to Southam Publishing (B.C.) Ltd., successor in title by assignment dated July 7, 1998 to Thomson Canada Limited.) dated November 4, 1996, in respect of Mile 75.56 – 75.59 Nanaimo, BC.
24. Lease by Canwest Publishing Inc., in respect of 1701 Peninsula Street, Ucluelet, BC. (documentation has not been provided)
25. Lease by Canwest Publishing Inc., in respect of 3355 Grandview Highway, Vancouver, BC. (documentation has not been provided)
26. Lease between Carlton Call Centre Inc. and CanWest Limited Partnership, by its General Partner, CanWest (Canada) Inc. (successor in title to CanWest Media Inc. (successor in interest by assignment dated May 23, 2002 to Air Canada)) dated September 30, 1998 as amended by (i) the letter dated May 29, 2001; (ii) the letter dated May 13, 2002; (iii) the letter dated April 29, 2003; and (iv) the lease renewal dated November 13, 2009, in respect of 300 Carlton Street, Winnipeg, MB.
27. Lease between City of Ottawa and Ottawa Citizen, a division of CanWest MediaWorks Publications Inc. dated September 1, 2003 as amended by (i) the lease renewal agreement dated September 1, 2005; and (ii) the lease renewal agreement dated December 1, 2007, in respect of 110 Laurier Avenue West, Ottawa, ON.
28. Lease between Montyco Investments (Windsor) Inc. and CanWest Publishing Inc. dated February 18, 2009 as amended by the amendment dated August 18, 2009, in respect of 1116-1120 Lesperance Road, Tecumseh, County of Essex, ON.
29. Lease between Sun Life Assurance Company of Canada and CanWest MediaWorks Publications Inc. (successor in interest by assignment dated November 1, 2005 to Ottawa Citizen Group Inc.) dated January 30, 2003 as amended by the amendment dated May 17, 2006, in respect of Units 404, 405, 406, 407, 408 at 1230 Old Innes Road, Ottawa, ON.
30. Lease between 1605 Main Street West (Hamilton) Limited and Canwest MediaWorks Publications Inc. dated May 16, 2006, in respect of 1603 Main Street E., Hamilton, ON.
31. Lease between Fairlane Developments Inc. and Phoenix Media Group Inc. dated June 27, 2001 as amended by the letter agreement dated May 26, 2006, in respect of 1614 Lesperance Rd, Unit 2, Building A, Tecumseh, ON.

32. Lease between 414835 Ontario Limited and Canwest Publishing Inc. dated October 1, 2009, in respect of 40 Queen Street South, Tilbury, ON.
33. Lease between Sun Life Assurance Company of Canada and 156 O'Connor Limited (successor to 1331430 Ontario Inc.) and CanWest MediaWorks Publications Inc. dated May 8<sup>th</sup>, 2007 as amended by (i) the generator license agreement dated June 27<sup>th</sup>, 2007; and (ii) the storage lease dated February 25<sup>th</sup>, 2008, in respect of 50 O'Connor Street, Ottawa, ON.
34. Lease between T.R.L. Investments Limited and CanWest Publishing Inc. dated October 28, 2009, in respect of 911 Golf Links Rd, Ancaster, Hamilton ON.
35. Lease by Canwest Publishing Inc., in respect of Rm 354 Legislative Building, Ottawa, ON. (documentation has not been provided).
36. Lease between WXI/DSG Realty Company and Dominion Square, Limited Partnership and the Montreal Gazette Group Inc.) dated October 30, 2003, as subleased by CanWest Publishing Inc. (successor in title to Montreal Gazette Group Inc.) to Global Quebec, a division of CanWest Television Limited Partnership, acting by its general partner CanWest Television GP Inc. dated September 1, 2009, in respect of 1010 St. Catherine St. West, Montreal, QC.
37. Lease between Centre Terrarium Inc., represented by Arcturus Limited Partnership, by its General Partner, Arcturus Realty Corporation (successor in title to Progressive Holdings Inc.) and Canwest Publications Inc. (successor in title to Montreal Gazette Group Inc.) dated October 30, 2003 as extended by the extension letter dated October 15, 2008, in respect of 205-189 Hymus Blvd., Pont-Claire, QC.
38. Sublease between The Canadian Press and Canwest Publishing Inc. dated January 1, 2010, in respect of 1206 National Press Building, Washington, DC.
39. Lease between Nadiscorp Logistics Inc. and The Star Phoenix, a division of Canwest MediaWorks Publications Inc. dated December 12, 2005, in respect of 1502 Quebec Avenue, Saskatoon, SK.
40. Lease agreement between Ebco Machining and Fabricating Ltd., as landlord, and Lower Mainland Publishing Group Inc., as tenant, dated July 1, 2001, with respect to certain premises on the ground floor and 2nd floor at 7280 River Road, Richmond, British Columbia.
41. Lease between EIG River Road Investments Inc., for and on behalf of Ebco Machining and Fabricating Ltd., as landlord, and College Printers, a division of Canwest Publishing Inc., as tenant, dated August 1, 2009, with respect to Unit 150 – 7280 River Road, Richmond, British Columbia.
42. Lease in respect of 17 Chesnutt Street, Kingsville, Ontario.
43. Sublease in respect of 100 Queen Street West, Toronto, ON (as contemplated in the Omnibus Transition and Reorganization Agreement).

*Leased Premises – Sublets, Assignments, Licenses*

44. The subleases in respect of 1010 Ste. Catherines Street West, Montreal, QC and 50 O'Connor Street, Ottawa, ON. (as contemplated in the Omnibus Transition and Reorganization Agreement).
45. See item 36 above.
46. Lease between Edmonton Journal Group Inc. and Canwest Company and 713054 Alberta Ltd. dated February 28, 2001, as amended by (i) the amendment dated January 17, 2003; (ii) the amendment dated November 23, 2004; and (iii) the amendment dated February 10, 2006, in respect of 10006 – 101 Street, Edmonton, Alberta.

**SCHEDULE 7.4(6)**  
**PERSONAL PROPERTY LEASES**

Nil

**SCHEDULE 7.4(8)**

**INTELLECTUAL PROPERTY**

- |  |   |
|--|---|
| <p>1. BURNABY SUN (application no. 1134875), owned by CanWest MediaWorks Publications Inc., application submitted March 20, 2002.</p> <p>2. BURNABY SUN (application no. 1388315), owned by Canwest Publishing Inc., application submitted March 20, 2008.</p> <p>3. CALGARY HERALD (application no. 1107134; registration no. 592075), owned by Canwest Publishing Inc., registered October 9, 2003.</p> <p>4. CALGARY RUSHHOUR DESIGN (application no. 1337245; registration no. 762027), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc., registered March 19, 2010 .</p> <p>5. CNS CANWEST NEWS SERVICE (application no. 78332548), owned by CanWest Media Inc., application submitted November 24, 2003.</p> <p>6. CNS CANWEST NEWS SERVICE &amp; DESIGN (application no. 1178757; registration no. 689711), owned by Canwest Global Communications Corp., registered June 13, 2007.</p> <p>7. D &amp; DESIGN (application no. 78654486), owned by 3848671 Canada Limited, application submitted June 20, 2004.</p> <p>8. D &amp; DESIGN (application no. 78654866), owned by 3848671 Canada Limited, application submitted June 21, 2005.</p> <p>9. D &amp; DESIGN (application no. 731465), owned by 3848671 Canada</p> | <p>Inc., application submitted June 21, 2005.</p> <p>10. D &amp; DESIGN (application no. 1241380; registration no. 736039), owned by Canwest (Canada) Inc. as general partner for and on behalf of Canwest Limited Partnership, registered March 10, 2009.</p> <p>11. DOSE (application no. 1241384; registration no. 736040), owned by Canwest (Canada) Inc. as general partner for and on behalf of Canwest Limited Partnership, registered March 10, 2009.</p> <p>12. DOSE (application no. 78654412; registration no. 3669420), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc., registered August 18, 2009.</p> <p>13. DOSE (application no. 731464; registration no. 731464), owned by CanWest MediaWorks (Canada) Inc., as general partner for and on behalf of CanWest MediaWorks Limited Partnership, registered December 21, 2004.</p> <p>14. DOSE &amp; DESIGN (application no. 1241379; registration no. 736038), owned by Canwest (Canada) Inc. as general partner for and on behalf of Canwest Limited Partnership, registered March 10, 2009.</p> <p>15. DOSE &amp; DESIGN (application no. 5304803; registration no. 5304803), owned by CanWest MediaWorks (Canada) Inc., as general partner for and on behalf of CanWest MediaWorks Limited Partnership, registered November 12, 2007.</p> |
|--|---|

16. DOSE & DESIGN (application no. 731466; registration no. 731466), owned by CanWest MediaWorks (Canada) Inc., as general partner for and on behalf of CanWest MediaWorks Limited Partnership, registered December 21, 2004.
17. DOSE & DESIGN (application no. 1134975; registration no. 1134975), owned by CanWest MediaWorks Inc., registered January 8, 2008.
18. DOSE & DESIGN (application no. 78655368), owned by CanWest MediaWorks Limited Partnership by its general partners CanWest MediaWorks (Canada) Inc., application submitted June 21, 2005.
19. DRIVING (application no. 1142930; registration no. 677148), owned by Canwest Publishing Inc., registered November 16, 2006.
20. DRIVING (application no. 1154138; registration no. 675053), owned by Canwest Publishing Inc., registered October 17, 2006.
21. DRIVING.CA (application no. 1290374; registration no. 752522), owned by Canwest Publishing Inc., registered November 9, 2009.
22. DRIVING.CA & CAR DESIGN (application no. 1290372), owned by Canwest Publishing Inc., application submitted February 17, 2006.
23. EDMONTON JOURNAL (application no. 1059218; registration no. 584829), owned by Canwest Publishing Inc., registered July 9, 2003.
24. EDMONTON RUSHHOUR & DESIGN (application no. 1337246; registration no. 762135), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc., registered March 19, 2010.
25. FINANCIAL POST & DESIGN (application no. 1103315), owned by CanWest Global Communications Corp., application submitted May 22, 2001.
26. FP & DESIGN (application no. 1103314), owned by CanWest Global Communications Corp., application submitted May 22, 2001.
27. FP ONLINE (application no. 0576576; registration no. 343353), owned by 4513401 Canada In.c, registered August 5, 1988.
28. FRASER VALLEY SUN (application no. 1134874), owned by CanWest MediaWorks Publications Inc., application submitted March 20, 2002.
29. FRASER VALLEY SUN (application no. 1388321), owned by Canwest Publishing Inc., application submitted March 20, 2008.
30. HARBOUR CITY STAR (application no. 0828725; registration no. 485684), owned by Canwest Media Inc., registered November 18, 1997.
31. HOUSEHUNTING. CA & DESIGN (application no. 1361838; registration no. 735941), owned by Canwest (Canada) Inc. as general partner for and on behalf of Canwest Limited Partnership, registered March 9, 2009.
32. INFOMART (application no. 0395445; registration no. 224484), owned by Canwest Publishing Inc., registered December 2, 1977.
33. INFOMART ONLINE (application no. 0637548; registration no. 380026),

- owned by Canwest Publishing Inc., registered February 15, 1991.
34. INFOMART ONLINE & DESIGN (application no. 0634064; registration no. 379991), owned by Canwest Publishing Inc., registered February 15, 1991.
  35. MONTREAL RUSHHOUR (application no. 1337264; registration no. 762135), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc. , registered March 22, 2010.
  36. NATIONAL POST (application no. 0876463; registration no. 528677), owned by 4513401 Canada Inc., registered May 31, 2000.
  37. NATIONAL POST. A BETTER READ. (application no. 1257028; registration no. 727619), owned by 4513401 Canada Inc., registered November 3, 2008.
  38. NORTH SHORE SUN (application no. 1134876), owned by CanWest MediaWorks Publications Inc., application submitted March 20, 2002.
  39. NORTH SHORE SUN (application no. 1388316), owned by Canwest Publishing Inc., application submitted March 20, 2008.
  40. OTTAWA CITIZEN & DESIGN (application no. 0852493; registration no. 558482), owned by Canwest Publishing Inc., registered February 26, 2002.
  41. OTTAWACITIZEN & DESIGN (1) (application no. 0852492; registration no. 558481), owned by Canwest Publishing Inc., registered February 26, 2002.
  42. OTTAWA CITIZEN (ON SCREEN DESIGN) & DESIGN (application no. 0852491; registration no. 523809), owned by Canwest Publishing Inc., registered February 24, 2000.
  43. OTTAWA CITIZEN ONLINE & DESIGN (application no. 0895609; registration no. 536871), owned by Canwest Publishing Inc., registered November 7, 2000.
  44. OTTAWA CITIZEN ONLINE & DESIGN (application no. 852490; registration no. 518073), owned by Canwest Publishing Inc., registered October 18, 1999.
  45. OTTAWA CITIZEN ONLINE & MAPLE LEAF DESIGN (application no. 0895610; registration no. 534098), owned by Canwest Publishing Inc., registered October 5, 2000.
  46. OTTAWA RUSHHOUR & DESIGN (application no. 1324620), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc. , application submitted November 17, 2006.
  47. RAISE A READER & DESIGN (application no. 1173213; registration no. 613992), owned by Canwest Media Inc., registered July 2, 2004.
  48. RAISE-A-READER (application no. 78135853), owned by Pacific Newspaper Group Inc., application submitted June 14, 2002.
  49. RAISE-A-READER (application no. 1129819; registration no. 594491), owned by Canwest Media Inc., registered November 12, 2003.
  50. RAISE-A-READER DAY (application no. 1129820; registration no. 597055),



- owned by Canwest Media Inc., registered December 10, 2003.
51. RAISE-A-READER DAY (application no. 78135862), owned by Pacific Newspaper Group Inc., application submitted June 14, 2002.
  52. REACHCANADA (application no. 1008866; registration no. 540673), owned by Canwest (Canada) Inc. as general partner for and on behalf of Canwest Limited Partnership, registered February 1, 2001.
  53. REACHCANADA & DESIGN (application no. 1312082; registration no. 709896), owned by Canwest (Canada) Inc. as general partner for and on behalf of Canwest Limited Partnership, registered March 19, 2008.
  54. REGINA RUSHHOUR (application no. 1337257; registration no. 762160), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc., registered March 22, 2010.
  55. RICHMOND SUN (application no. 1134873), owned by CanWest MediaWorks Publications Inc., application submitted March 20, 2002.
  56. RICHMOND SUN (application no. 1388314), owned by Canwest Publishing Inc., application submitted March 20, 2008.
  57. RUSH HOUR (application no. 1247997; registration no. 737455), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc.Z, registered April 2, 2009.
  58. SASKATOON RUSHHOUR (application no. 1337262; registration no. 761678), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc., registered March 15, 2002.
  59. SURREY SUN (application no. 1134877), owned by CanWest MediaWorks Publications Inc., application submitted March 20, 2002.
  60. SURREY SUN (application no. 1388322), owned by Canwest Publishing Inc., registered March 20, 2008.
  61. THE DAILY COLONIST (application no. 442918; registration no. 249881), owned by Canwest Publishing Inc., registered August 29, 1980.
  62. THE FINANCIAL POST (application no. 0353737; registration no. 191246), owned by 4513401 Canada Inc., registered May 25, 1973.
  63. THE FINANCIAL POST MONEYWISE MAGAZINE (application no. 522851; registration no. 316196), owned by The National Post Company, registered July 11, 1986.
  64. THE FLYER FORCE (application no. 0522228; registration no. 310010), owned by Canwest Publishing Inc., registered January 3, 1986.
  65. THE NORTH ISLANDER (application no. 1232214; registration no. 664934), owned by Canwest (Canada) Inc. as general partner for and on behalf of Canwest Limited Partnership, registered May 24, 2006.
  66. THE OTTAWA CITIZEN (application no. 6788978; registration no. 399443), owned by Canwest Publishing Inc., registered June 19, 1992.

67. THE PROVINCE (application no. 0700427; registration no. 408219), owned by Canwest Publishing Inc., registered February 12, 1993.
68. THE PROVINCE DESIGN (application no. 0862788; registration no. 501236), owned by Canwest Publishing Inc., registered September 25, 1998.
69. THE VANCOUVER SUN (application no. 700430; registration no. 454949), owned by Canwest Publishing Inc., registered March 8, 1996.
70. THE VANCOUVER SUN & DESIGN (application no. 854297; registration no. 503006), owned by Canwest Publishing Inc., registered October 27, 1998.
71. THE WINDSOR STAR & DESIGN (application no. 779381; registration no. 466196), owned by Canwest Publishing Inc., registered November 22, 1996.
72. TIMES COLONIST (application no. 872040; registration no. 557462), owned by Canwest Publishing Inc., registered February 5, 2002.
73. VANCOUVER SUN (application no. 0700431; registration no. 454950), owned by Canwest Publishing Inc., registered March 8, 1996.
74. VICTORIA TIMES (application no. 0442919; registration no. 252486), owned by Canwest Publishing Inc., registered November 14, 1980.
75. WINDSOR RUSHHOUR (application no. 1337263; registration no. 761974) owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc., registered March 18, 2010.
76. WORKING (application no. 1427244), owned by Canwest Publishing Inc., application submitted February 9, 2009.
77. WORKING (application no. 1285187; registration no. 748293), owned by Canwest Publishing Inc., registered September 22, 2009.
78. WORKING.COM (application no. 1427245), owned by Canwest Publishing Inc., application submitted February 9, 2009.
79. WORKING.COM (application no. 1285192; registration no. 751166), owned by Canwest Publishing Inc., registered October 26, 2009.

Common Law Trademarks

80. canada.com
81. Abbotsford Times.
82. Alberni Valley Times.
83. Bell River, Lakeshore News
84. Burnaby Now.
85. Calgary Flyer Force.
86. Calgary Herald.
87. Campbell River Courier-Island.
88. Chilliwack Times.
89. Comox Valley Echo.
90. Delta Optimist.
91. Edmonton Flyer Force.
92. Edmonton Journal.
93. Harbour City Star.
94. Kingsville Reporter Langley Advance.

95.	LaSalle Post	calgaryherald.com
96.	Leader-Post.	calgaryherald.mobi
		canada.com
		canspell.ca
97.	Maple Ridge Times.	canwestcommunitypublishing.com
		chilliwacktimes.com
98.	Nanaimo Daily News.	comoxvalleyecho.com
		cowichanvalleycitizen.com
99.	National Post.	delta-optimist.com
		dose.ca
100.	North Shore News.	dose.com
		dosemobile.ca
101.	Oceanside Star.	dosemobile.com
		driving.ca
102.	Ottawa Citizen.	edmontonjournal.com
		edmontonjournal.mobi
103.	Ottawa Flyer Force.	financialpost.com
		financialpost.mobi
104.	Richmond News	financialpostmagazine.ca
		financialpostmagazine.com
105.	Surrey Now	fpinfomart.ca
		fpinfomart.com
106.	Tecumseh Shoreline Week	fpmagazine.ca
		fullcomment.ca
107.	The Gazette.	fullcomment.com
		househunting.ca
108.	The North Islander.	Infomart.ca
		Infomart.com
109.	The Province.	leaderpost.com
		leader-post.com
110.	The Record.	montrealgazette.com
		montrealgazette.mobi
111.	The StarPhoenix.	montrealgazette.net
		nanaimodailynews.ca
112.	The Vancouver Sun.	nanaimodailynews.com
		nationalpost.ca
113.	The Windsor Star.	nationalpost.com
		nationalpost.mobi
114.	Tilbury Times	nationalpostbusiness.com
		nationalpostonline.ca
115.	Times Colonist.	nationalpostonline.com
		ottawacitizen.ca
116.	Vancouver Courier.	ottawacitizen.com
		ottawacitizen.mobi
117.	Westerly News.	ottawacitizen.net
		ottawacitizen.org
		pacificnewspapergroup.com
		pacificnewspapers.com

*Domain Names*

- 7 -

raiseareader.com  
raise-a-reader.com  
reginasun.com  
richmond-news.com  
surreynow .com  
thecalgaryherald.ca  
thecalgaryherald.com  
theedmontonjournal.com  
theleaderpost.com  
thenationalpost.ca  
theottawacitizen.ca  
theottawacitizen.com  
theprovince. com  
theprovince.mobi  
thestarphoenix.com  
thevancouvernews.com  
timescolonist.com  
times-colonist.com  
vancouverprovince.com  
vancouvernews.com  
vancouvernews.mobi  
windsornews.com  
windsorstar.com  
working.ca  
working.com

**SCHEDULE 7.5(1)**  
**MATERIAL ADVERSE CHANGES**

Nil

**SCHEDULE 7.5(4)****MATERIAL CONTRACTS***Shared Service Agreements*

1. Agreement on Shared Services and Employees between the Canwest Global Communications Corp., Canwest Limited Partnership, Canwest Media Inc., Canwest Publishing Inc., Canwest Television Limited Partnership, and The National Post Company dated October 26, 2009.
2. National Post Transition Agreement between The National Post Company and Canwest Publishing Inc. dated October 26, 2009.
3. Executive Advisory Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
4. Partnership Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
5. Broadcast Services Agreement between Canwest Limited Partnership and Canwest Television Limited Partnership dated January 1, 2009.
6. Canwest Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
7. Sales Representation and Agency Services between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
8. Affiliation Services Agreement between Canwest Mediaworks Inc. and Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
9. Trademarks License Agreement among Canwest Global Communications Corp., Canwest Mediaworks (Canada) Inc., Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc., and Canwest Mediaworks Income Fund dated October 13, 2005.
10. Cooperation and Confidentiality Services among Canwest Global Communications Corp., Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc., and Canwest Mediaworks (Canada) Inc. dated October 13, 2005.
11. Insurance Premium Sharing Agreement between Canwest Mediaworks Limited Partnership by its general partner Canwest Mediaworks (Canada) Inc. and Canwest Mediaworks Inc. dated October 13, 2005.

- 2 -

12. Pension Plan Participation Agreement between CanWest Mediaworks Limited Partnership and CanWest MediaWorks Publications Inc. dated January 1, 2006.
13. Employee Secondment and Cost Reimbursement Arrangements, undated, between Canwest Limited Partnership, Canwest Media Inc., Canwest Television Limited Partnership, Canwest Publishing Inc. and National Post.

Distribution Agreements

The Following agreements for the distribution of the newspapers operated as part of the Business, including:

1. Distribution Agreement between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc. and Viking Logistics Ltd. dated March 1, 2004, as amended and restated as of March 1, 2007.
2. Metro Dealer Distribution Agreement between Edmonton Journal, a division of Canwest Publishing Inc. and Dynamex Canada Inc. signed February 3, 2009 and effective as of September 1, 2008.
3. Metro Home Delivered Distribution Agreement between Edmonton Journal, a division of Canwest Publishing Inc. and Dynamex Canada Inc. signed February 3, 2009 and effective as of September 1, 2008.
4. Metro Home Delivered Topload Pallet Pick-up and Return Agreement between Edmonton Journal, a division of Canwest Publishing Inc. and Dynamex Canada Inc. signed February 3, 2009 and effective as of September 1, 2008.
5. Agreement for Trucking and Logistic Services dated April 9, 2007 between Toronto Star Newspapers Limited and The National Post Company. Printing Agreement between National Post Inc. (name to be amended to the correct entity name, The National Post Company) and Glacier Media Inc. dated August 24, 2009 and as amended by Amendment No. 1 dated as of August 24, 2009.

Software Agreements, Licence Agreements and Technology Agreements

1. Agreement for the Provision of E-mail Management Services between Canwest Publishing Inc. and SMARTFOCUS Inc., successor to ASTECH InterMedia, Inc. dated signed January 23, 2009 and January 28, 2009.
2. Master Contract between CanWest MediaWorks Publications Inc. and ASTECH InterMedia, Inc. dated January 1, 2008.
3. Software Development, License and Support Agreement between ReachCanada Contact Centre Limited and Media Command Incorporated dated December 11, 2001.
4. Preferred Escrow Agreement among ReachCanada Contact Centre Limited, DSI Technology Escrow Services, Inc. and Media Command Incorporated dated December 11, 2001.

5. Software Licence Agreement between Canwest Publishing Inc. and ppi Media GmbH dated October 23, 2008.
6. Maintenance and Support Agreement between Canwest Publishing Inc. and ppi Media GmbH dated October 23, 2008.
7. Services Agreement between Canwest Publishing Inc. and ppi Media GmbH dated October 23, 2008.
8. Master Software Licence and Services Agreement between Saxotech, Inc. and CanWest MediaWorks Publications Inc. dated December 20, 2007.
9. Master License and Service Agreement between TANSA Systems and Canwest Publishing Inc. effective March 5, 2008.
10. Software License and Services Agreement between Quark Distribution, Inc. and Canwest MediaWorks Publications Inc. dated March 19, 2007.

3rd – Party Leases

1. Lease between Edmonton Journal Group Inc. A Canwest Company. and 713054 Alberta Ltd. dated February 28, 2001 as amended by (i) the amendment dated January 17, 2003; (ii) the amendment dated November 23, 2004; and (iii) the amendment dated February 10, 2006, in respect of 10006-101 Street, Edmonton, AB.
2. Lease between Sterling Newspapers Company and Tourism Authority dated January 1, 2000, in respect of 1922 Park St., Regina, SK.
3. Lease between CanWest MediaWorks Inc. and UTC Canada Corporation dated September 1, 2006, in respect of 2575 McCullough Road, Nanaimo, BC.
4. Lease between the Times Colonist, a division of Canwest Publishing Inc. and CGI Information Systems and Management Consultants Inc. dated September, 2008, in respect of 2621 Douglas Street, Victoria, BC.
5. Lease between 150275 Canada Inc. and Sprott-Shaw College of Business Ltd. dated May 26, 1999, in respect of 2621 Douglas Street, Victoria, BC.
6. Lease between Times Colonist, a division of Canwest Publishing Inc. and Sprott Shaw Degree College Corporation Ltd. dated July 1, 2007, in respect of 2621 Douglas Street, Victoria, BC.
7. Lease between Canwest Publishing Inc. and Houle Printing, in respect of 3486 Fourth Avenue. (documentation has not been provided)
8. Lease by Canwest Publishing Inc., in respect of Unit B2, 2575 McCullough Road. (documentation has not been provided)



- 4 -

9. Lease between Canwest Mediaworks Publications Inc. and The National Post Company dated October 13, 2005 as assigned to National Post Inc. on October 26, 2009, in respect of 1450 Don Mills Road, Ontario, M3B 2X7.
10. Lease between Canwest Publishing Inc. and Canwest Media Inc. dated October 13, 2005, in respect of 1450 Don Mills Road, Ontario, M3B 2X7.

Other Material Agreements

1. Capital Equipment Loan Agreement between Southern Lithoplate, Inc. and The Edmonton Journal, a division of Canwest Publishing Inc. dated March 15, 2005
2. Capital Equipment Loan Agreement between Southern Lithoplate, Inc. and The StarPhoenix, a division of Canwest Publishing Inc. dated April 1, 2005
3. Capital Equipment Loan Agreement between Southern Lithoplate, Inc. and The Gazette, a division of Canwest Publishing Inc. dated September 28, 2006.
4. Printing Agreement with Torstar Corporation and The National Post Company dated January 4, 2002, as amended March 10, 2009.
5. Master Services Agreement and Statement of Work between Canwest Publishing Inc. and Affinity Express, Inc. dated March 24, 2009.
6. Intercompany Loan agreement between 4513401 Canada Inc. and Canwest Publishing Inc. dated October 30, 2009.
7. Promissory Note between 4513401 Canada Inc. (now National Post Inc.) and Canwest Publishing Inc./Publications Canwest Inc. in the amount of Cdn. \$13,000,000.00, dated October 30, 2009.
8. Amended and Restated LP Management Incentive Plan \*
9. Senior Credit Agreement \*
10. DIP Credit Agreement \*
11. Agreements between the LP Entities and The Bank of Nova Scotia with respect to cash management obligations
12. LP Support Agreement dated January 8, 2010 between the LP Entities and the Administrative Agent \*
13. Engagement letter dated as of November 1, 2009 among Canwest LP, CRS Inc. and Gary Colter \*
14. Engagement letter dated as of October 1, 2009 among Canwest LP, CPI and RBCCM \*

**SCHEDULE 7.6(2)**

**LABOUR MATTERS AND EMPLOYEE CONTRACTS**

**1. Collective Agreements**

*British Columbia, Lower Mainland*

1. Collective Agreement between Abbotsford Times, a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 2000, dated August 22, 2005.
2. Collective Agreement at the Burnaby NOW, Coquitlam NOW, and Royal City Record between Communications, Energy and Paperworkers Union of Canada, Local 2000 and NOW Newspapers, a division of CanWest MediaWorks Publications Inc., dated January 1, 2007.
3. Collective Agreement at the Surrey/North Delta NOW between Communications, Energy and Paperworkers Union of Canada, Local 2000 and Surrey NOW, a division of CanWest MediaWorks Publications Inc., dated January 1, 2007.

*British Columbia, Vancouver*

4. Collective Agreement between Communications, Energy and Paperworkers Union of Canada, Local 2000 and the Nanaimo Daily News, a division of Canwest Publishing Inc., dated June 6, 2008.
5. Collective Agreement between Communications, Energy and Paperworkers Union of Canada, Local 2000 and the Nanaimo Daily News, a division of Canwest Publishing Inc., effective June 6, 2008.
6. Collective Agreement between Communications, Energy and Paperworkers Union, Local 525G and the Nanaimo Daily News, a division of Canwest Publishing Inc., effective June 6, 2008.
7. Collective Agreement between the Cowichan Valley Citizen and Victoria-Vancouver Island Newspaper Guild, Local 30223 of the Newspaper Guild, Sector of the Communications Workers of America, effective March 1, 2007.
8. Collective Agreement between The Campbell River Courier-Islander, a division of Canwest Publishing Inc. and Communications, Energy and Paperworkers Union of Canada, Local 2000, dated April 1, 2008.
9. Collective Agreement between Communications, Energy and Paperworkers Union, Local 525G and Alberni Valley Times, Port Alberni Group Inc., a Canwest Company, dated May 1, 2008.
10. Collective agreement between College Printers Ltd. and CEP Local 2000, Pre-Press Unit (June 1, 2006 – May 31, 2009).

- 2 -

11. Collective agreement between College Printers Ltd. and CEP Local 25G, Pressroom Unit (June 1, 2006 – May 31, 2009).
12. Collective agreement between College Printers Ltd. and CEP Local 525G, Bindery Unit (May 1, 2006 – April 30, 2009).

British Columbia, Victoria

13. Collective Agreement between the Victoria Times Colonist, a division of CanWest MediaWorks Publications Inc. and the Victoria-Vancouver Island Newspaper Guild, chartered as Local 30223 of the Newspaper Guild, sector of the Communications Workers of America, effective January 2, 2007.
14. Memorandum of Agreement between Victoria Times Colonist, a division of CanWest MediaWorks Publications Inc. and the National Guild of Canadian Media Manufacturing, Professional and Service Workers/Communications Workers of America (CWA 30403 British Columbia), effective January 2, 2007.
15. Newspaper Agreement between Victoria Times Colonist Group Inc., a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 2000, dated January 2, 2007.
16. Agreement between Victoria Times Colonist, a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 2000 (Platemaking Department), effective January 2, 2007.
17. Agreement between Victoria Times Colonist, a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 2000 (Pressroom Department), effective January 2, 2007.

British Columbia, Pacific Newspaper Group

18. Collective Agreement between Pacific Newspaper Group, a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 2000 (all units: Granville Square; Composing Room; Electrical; Mechanical; Mailroom; Platemaking; Pressroom), dated April 11, 2007.

Alberta

19. Collective Agreement between the Calgary Herald, a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 34G (Distribution Centre Workers, Dispatch/Loading Dock, Press Janitors, Machine Shop), dated April 1, 2007.
20. Collective Agreement between the Calgary Herald, a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 34G (Press Room, Platemaking Department, Distribution Centre – Mailers/Mailer Assistants, Newsprint Warehouse), dated April 1, 2007.

21. CPTU Collective Agreement between the Calgary Herald, a division of CanWest MediaWorks Publications Inc. and Calgary Printing Trades Union, Local No. 1, dated July 1, 2007.
22. Agreement between the Edmonton Journal and Communications, Energy and Paperworkers Union of Canada, Local 255G, dated August 9, 2007 and effective January 1, 2007.
23. Agreement between the Edmonton Journal and Communications, Energy and Paperworkers Union of Canada, Local 255G, dated April 6, 2008 and effective January 1, 2008.

Saskatchewan

24. Collective Agreement between Leader-Post, a division of CanWest MediaWorks Publications Inc. and Saskatchewan Media Guild, Local 30199 (CWA), effective November 2, 2005.
25. Collective Agreement between Leader-Post, a division of CanWest MediaWorks Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 75G, dated December 10, 2008 and effective September 2, 2008.

Ottawa Citizen, Ontario

26. Memorandum Agreement between the Ottawa Citizen, a division of CanWest MediaWorks Publications Inc. and the Teamsters/Graphic Communications Conference, Local 41M, effective January 1, 2007.
27. Agreement between the Ottawa Citizen Group Inc. and Communications, Energy and Paperworkers Union of Canada, Local 87M, effective January 1, 2008.
28. Agreement between the Ottawa Citizen Group Inc. and the Ottawa Newspaper Guild, Local 30205 of CWA, dated September 17, 2008.

Windsor Star, Ontario

29. Collective Agreement between the Windsor Star, a division of Canwest Publications Inc. and National Automobiles, Aerospace, Transportation and General Workers Union of Canada, CAW and its Local 240 (Advertising Unit), effective January 1, 2008.
30. Collective Agreement between the Windsor Star, a division of Canwest Publications Inc. and National Automobiles, Aerospace, Transportation and General Workers Union of Canada, CAW and its Local 240 (Business Office Unit), effective January 1, 2008.
31. Memorandum of Agreement between the Windsor Star, a division of Canwest Publications Inc. and National Automobiles, Aerospace, Transportation and General Workers Union of Canada, CAW and its Local 240 (Editorial and Reader Sales and Service Units), effective January 1, 2008.

- 4 -

32. Collective Agreement between the Windsor Star, a division of Canwest Publications Inc. and Communications, Energy and Paperworkers Union of Canada, Local 517G (Electronic Pre-Press), effective January 1, 2008.
33. Collective Agreement between Communications, Energy and Paperworkers Union of Canada, Local 517G (Engravers) and the Windsor Star, a division of Canwest Publications Inc., effective January 1, 2008.
34. Contract between Communications, Energy and Paperworkers Union of Canada, Local 517G (Press, Maintenance and Dock Workers) and the Windsor Star, a division of Canwest Publications Inc., effective January 1, 2008.
35. Mailer and Inserter Contract between TNG Canada/CWA Union No. 30553 and the Windsor Star, a division of Canwest Publications Inc., effective January 1, 2008.

Quebec

36. Memorandum Agreement between Montreal Gazette Group Inc., a Canwest Company and Montreal Newspaper Guild, T.N.G. – C.W.A. Local 30111 (Editorial and Inside Newspaper Sales Unit), dated August 18, 2005 and effective April 1, 2005.
37. Agreement between Montreal Gazette and Communications Workers of America (RSS), expiring June 1, 2008 [this Agreement is identical to item 36 above].
38. Memorandum Agreement between the Gazette, a division of CanWest MediaWorks Publications Inc. and the Montreal Newspaper Guild, Local 30111, effective March 4, 2007.
39. Memorandum Agreement between the Gazette, a division of CanWest MediaWorks Publications Inc. and the Montreal Newspaper Guild, Local 30111, the Newspaper Guild/CWA (Business Office Unit), dated December 20, 2006 and effective July 25, 2006.
40. Memorandum Agreement between the Gazette, a division of Canwest Publishing Inc. and Montreal Newspaper Guild, CWA/SCA Canada, Local 30111, effective June 2, 2008.
41. Memorandum Agreement between the Gazette, a division of Canwest Publishing Inc. and Montreal Newspaper Guild, CWA/SCA Canada (Local 30111) (Classified Advertisement Unit), dated December 15, 2008 and effective January 1, 2008.
42. Memorandum Agreement between the Gazette, a division of CanWest MediaWorks Publications Inc. and Teamsters/Graphic Communications Conference, Local 41M, dated October 3, 2006 and effective August 6, 2006.
43. Collective Agreement between the Gazette, a division of CanWest MediaWorks Publications Inc. (Composing Room) and Local 145 of the Communications, Energy and Paperworkers Union of Canada, dated April 29, 2008 and effective July 19, 2006.

**SCHEDULE 7.6(3)**  
**EMPLOYEE LAWS**

See attached.

**SCHEDULE 7.7(1)****LP BENEFIT PLANS***Pension Plans*

1. Canwest Publications Inc. Retirement Plan, FSCO Registration No. 1077049 (DB, and DC Component to be effective May 1, 2010).
2. Canwest Pension Plan for Vancouver Island Employees, B.C. Registration No. P086435 (DB and DC).
3. Canwest Windsor Star Group Inc. Pension Plan, FSCO Registration No. 1077064 (DB).
4. Pension Plan for the Employees of the Saskatoon Star Phoenix and the Regina Leader-Post, Saskatchewan Registration No. P.91280 (DC). Canada Revenue Agency Registration No. 1075670.
5. Pension Plan for Employees of Canwest Interactive Inc., FSCO Registration No. 1019660 (DC). Closed to New Members.
6. Lower Mainland RRSP. Policy No. GA10027, Administrative Contract No. 66323-G.
7. National Post Retirement Plan -- FSCO Registration No. 1075928 (DB).

*Benefit Plans*

8. Canwest Publishing Inc. Hospital and Major Medical Plan, Manulife Financial Contract Number ASO 84335, 84335-A, 84335-B.
9. Canwest Publishing Inc. Dental Plan, Manulife Financial Contract Number ASO 84336, 84336-A, 84336-B.
10. Canwest Publishing Inc. Retiree Life Insurance, Manulife Financial Contract Number ASO 84343, 84343-A, 84343-B.
11. Canwest Publishing Inc. Retiree Medical Plan, Manulife Financial Contract Number ASO 84344, 84344-A, 84344-B.
12. Canwest Publishing Inc. Hospital, Major Medical and Dental, Manulife Financial Contract Number ASO 84344.
13. Canwest Publishing Inc. Weekly Indemnity, Hospital and Major Medical, Manulife Financial Contract Number ASO 84337.
14. Canwest Publishing Inc. Dental, Manulife Financial Contract Number ASO 84338.
15. Canwest Publishing Inc. Group Benefits Policy for Life, Accidental Death & Dismemberment, Dependent Life, Manulife Financial Policy Number GL & GH 39093, 39093-A, 39093-B.

- 2 -

16. Canwest Publishing Inc. Group Benefits Policy for Employee Optional Life, Spousal Optional Life and Dependent Optional Life, Manulife Financial Policy Number GL 39094, 39094-A, 39094-B.
17. Canwest Publishing Inc. Group Benefits Policy for Voluntary Accidental Death & Dismemberment, Manulife Financial Policy Number GH 39095, 39095-A, 39095-B.
18. Canwest Publishing Inc. Group Benefits Policy for Travel Accident (Accidental Death & Dismemberment), Manulife Financial Policy Number GH 39096, 39096-A, 39096-B.
19. Canwest Publishing Inc. Group Benefits Policy for Long Term Disability, Manulife Financial Policy Number GH 39097, 39097-A, 39097-B.
20. Canwest Publishing Inc. Group Benefits Policy for Optional Long Term Disability, Manulife Financial Policy Number GH 39098, 39098-A, 39098-B.
21. Sun Life Financial Long Term Disability, Policy Number 083448.
22. PNG Self Insured LTD Plan.
23. Lower Mainland Publishing, Group Benefits Policy for Basic Life, Optional Employee Life, Optional Dependant Life, AD&D, Weekly Indemnity, Health and Dental, Sun Life Financial Contract Policy Number 83448.
24. Pacific Newspaper Group, a division of Canwest Publishing Inc., Group Benefits Policy for Extended Healthcare , Pacific Blue Cross Contract Index 00197.
25. Times Colonist, a division of Canwest Publishing Inc. Group Benefits Policy for Extended Healthcare and Dental, Pacific Blue Cross Contract Index 06884.
26. Southam Publishing (B.C.) Ltd. and subsidiary or affiliated companies. Group Benefits Policy for Extended Healthcare, Pacific Blue Cross Contract Index 05400.
27. Campbell River Courier, a division of Canwest Mediaworks Publications Inc., Group Benefits Policy for Extended Healthcare, Pacific Blue Cross Contract Index 00936.
28. Canwest Publishing Inc. Chartis Policy for War Risk coverage SRG 9029962.

Multi-Employer Plans

29. All Multi-Employer Plans that the LP Entities are required to contribute are pursuant to collective agreements including but not limited to the following Pacific Blue Cross plans: (a) Nanaimo – Dental and Extended Health – Division 033315; (b) Campbell River – Dental and Extended Health – Division 033303; (c) College Printers - Dental and Extended Health – Division 033305; (d) College Printers – Dental and Extended Health – Division 041192; (e) Victoria Times – Dental and Extended Health – Division 033324; and (h) Victoria Times – Dental – Division 000402.



**SCHEDULE 7.7(9)****POST-RETIREMENT BENEFITS**

1. Canwest Publishing Inc. Retiree Life Insurance, Manulife Financial Contract Number ASO 84343, 84343-A, 84343-B.
2. Canwest Publishing Inc. Retiree Medical Plan, Manulife Financial Contract Number ASO 84344, 84344-A, 84344-B.
3. The pension plans and RRSP plan listed on Schedule 7.7(1) under "Pension Plans".
4. Retiree Life for the first 4 years of Retirement fall under Policy 39093, 39093-A, 39093-B with a reducing life schedule.

## SCHEDULE 9.13

### HOLDCO SHARE PROVISIONS

#### SCHEDULE A TO ARTICLES OF AMENDMENT

The Corporation is authorized to issue an unlimited number of voting common shares to be designated as Class C voting common shares and an unlimited number of limited voting common shares to be designated as Class NC limited voting common shares. The rights, privileges, restrictions and conditions attaching to the Class C voting common shares and the Class NC limited voting common shares are as follows:

#### 1. INTERPRETATION

##### 1.1 Definitions

For purposes of the Articles, the following terms have the following meanings:

- (a) “**Affiliate**” of a person means any person that directly or indirectly controls, is controlled by, or is under common control with, that person;
- (b) “**Aggregate Votes**” means the aggregate of the votes attached to all issued and outstanding Voting Shares of the Corporation that may ordinarily be cast to elect directors of the Corporation;
- (c) “**CBCA**” means the Canada Business Corporations Act, R.S.C., 1985, c.C-44, as the same may be amended, supplemented or replaced, from time to time;
- (d) “**CBCA Regulations**” means any regulations promulgated from time to time under the CBCA;
- (e) “**control**” of a person by another person means the second person directly or indirectly possesses the power to direct or cause the direction of the management and policies of the first person, whether through the ownership of securities, by contract or by any other means and “controlled by” and “under common control with” have corresponding meanings;
- (f) “**Conversion Period**” means the period of time commencing on the Offer Date and terminating on the Expiry Date;
- (g) “**Converted Shares**” means Voting Common Shares resulting from the conversion of Limited Voting Common Shares into Voting Common Shares pursuant to paragraph 3.5(b)(i);
- (h) “**Board of Directors**” means the board of directors of the Corporation;
- (i) “**Exclusionary Offer**” means a Voting Common Share Offer, made by an Offeror that:
  - (i) must, by reason of requirements of applicable securities legislation or of a stock exchange on which the Voting Common Shares are listed, be made to all or

- 2 -

substantially all of the holders of Voting Common Shares who are in a province or territory of Canada to which such requirements apply; and

- (ii) is not made concurrently with an offer to purchase the Limited Voting Common Shares at a price equal to the Offer Price and that is identical to the Voting Common Share Offer in terms of the percentage of outstanding shares of each class to be taken up (exclusive of shares of each class owned immediately before the offer by the Offeror) and the form or forms of consideration offered and in all other material respects (except with respect to the conditions to the Offeror's obligation to take up and pay for Voting Common Shares that may be attached to the Voting Common Share Offer), and that has no condition attached other than the right not to take up and pay for Limited Voting Common Shares tendered if no Voting Common Shares are purchased under the Voting Common Share Offer.
- (j) "**Expiry Date**" means the last date on which holders of Voting Common Shares may accept an Exclusionary Offer in accordance with its terms;
- (k) "**ITA**" means the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.), as the same may be amended, supplemented or replaced, from time to time;
- (l) "**Limited Voting Common Shares**" means the Class NC limited voting common shares in the share capital of the Corporation;
- (m) "**Non-Canadian**" means a person who is, or is controlled by, a citizen or subject of a country other than Canada;
- (n) "**Offer Date**" means the date on which an Exclusionary Offer is made;
- (o) "**Offeror**" means a person that makes an offer to purchase Voting Common Shares, and includes any Affiliate or "associate" (as defined in the CBCA) of such person or any other person that is disclosed in the offering document relating to such offer to be acting jointly or in concert with such first mentioned person, but excludes the Corporation;
- (p) "**Offer Price**" means the price per share offered for Voting Common Shares under a Voting Common Share Offer;
- (q) "**person**" includes an individual, corporation, partnership, unincorporated organization, association, entity, government or agency thereof, trustee, executor, administrator and other legal representative;
- (r) "**Re-Conversion**" has the meaning given to it in paragraph 3.5(b)(iii)(C);
- (s) "**Transfer Agent**" means the transfer agent and the registrar of the Voting Shares of the Corporation and, in the absence of a transfer agent, means the Corporation;
- (t) "**Voting Common Share Offer**" means an offer to purchase Voting Common Shares and includes any amendment or variation to a previous offer to purchase Voting Common Shares except an amendment or variation comprised solely of a change to the conditions to the Offeror's obligations to take up and pay for Voting Common Shares attached to the Voting Common Share Offer;

- 3 -

- (u) **“Voting Common Shares”** means the Class C voting common shares in the share capital of the Corporation; and
- (v) **“Voting Shares”** means the Voting Common Shares and the Limited Voting Common Shares in the share capital of the Corporation and includes any security currently convertible into any such share and currently exercisable options and rights to acquire any such share or any such convertible security.

## **1.2 Undefined Terms**

All terms used herein that are not defined herein shall have the meanings ascribed to them in the CBCA. Any provision herein shall be read so as to be consistent with the CBCA.

## **2. VOTING COMMON SHARES**

Subject to the rights, privileges, restrictions and conditions which attach to the shares of any other class, the Voting Common Shares, as a class, shall have attached thereto the following rights, privileges, restrictions and conditions.

### **2.1 Voting**

The holders of the Voting Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders, and at all such meetings shall be entitled to one vote in respect of each share held by such holder.

### **2.2 Dividends and Distributions**

Subject to applicable law, the Board of Directors may at any time or from time to time declare non-cumulative dividends to the holders of Voting Common Shares in such amounts as the directors at such time or times determine, out of moneys of the Corporation properly applicable to the payment of dividends. The Voting Common Shares and Limited Voting Common Shares shall rank equally as to dividends on a share for share basis and all dividends declared in any fiscal year of the Corporation shall be declared in equal amounts per share on all Voting Common Shares and Limited Voting Common Shares then outstanding, without preference or distinction.

### **2.3 Subdivision or Consolidation**

No subdivision or consolidation of the Voting Common Shares shall occur unless, simultaneously, the Voting Common Shares and the Limited Voting Common Shares are subdivided or consolidated in the same manner, so as to maintain and preserve the respective rights of the holders of the shares of each of the said classes.

### **2.4 Liquidation, Dissolution or Winding-up**

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Voting Common Shares and the holders of the Limited Voting

Common Shares shall participate rateably, share and share alike, without any further preference or distinction.

## **2.5 Conversion**

### **(a) Automatic**

Any issued and outstanding Voting Common Share shall be converted into one Limited Voting Common Share, automatically and without any further act of the Corporation or the holder, if such Voting Common Share is or becomes beneficially owned or controlled, directly or indirectly, by a Non- Canadian.

### **(b) Optional Conversion**

A holder of Voting Common Shares shall have the option at any time to convert some or all of such shares into Limited Voting Shares on a one-for-one basis. This conversion right may be exercised by notice in writing given to the Transfer Agent, accompanied by the certificate or certificates representing the Voting Common Shares in respect of which the holder thereof desires to exercise such right of conversion. Such notice must be signed by the holder or its duly authorized attorney and must specify the number of Voting Common Shares which the holder desires to have converted. If less than all the Voting Common Shares represented by any certificate or certificates accompanying any such notice are to be converted, the holder will be entitled to receive, at the expense of the Corporation, a new certificate representing the Voting Common Shares comprised in the certificate or certificates surrendered as aforesaid which are not to be converted. On any conversion of Voting Common Shares, the share certificates representing the Limited Voting Common Shares resulting therefrom will be issued in the name of the holder of the Voting Common Shares converted or, subject to payment by the holder of any stock transfer or other applicable taxes, in the name of such person as the holder may direct in writing. The right of a holder of Voting Common Shares to convert the same into Limited Voting Common Shares will be deemed to have been exercised, and the holder of Voting Common Shares to be converted (or any person in whose name such holder of Voting Common Shares will have directed certificates representing Limited Voting Common Shares to be issued) will be deemed to have become a holder of Limited Voting Common Shares of record for all purposes on the date of surrender of the certificate representing the Voting Common Shares to be converted accompanied by notice in writing as referred to above, notwithstanding any delay in the delivery of the certificate representing the Limited Voting Common Shares into which such Voting Common Shares have been converted.

## **3. LIMITED VOTING COMMON SHARES**

Subject to the rights, privileges, restrictions and conditions which attach to any other class of shares, the Limited Voting Common Shares shall, as a class, have the following rights, privileges, restrictions and conditions:

### **3.1 Voting**

- 5 -

The holders of the Limited Voting Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except class meetings of other classes of shareholders.

The Limited Voting Common Shares shall carry one vote per Limited Voting Common Share, unless:

- (a) the number of issued and outstanding Limited Voting Common Shares exceeds 49.9% of the total number of all issued and outstanding Voting Shares; or
- (b) the total number of votes that may be cast by or on behalf of holders of Limited Voting Common Shares present at any meeting of holders of Voting Shares exceeds 49.9% of the total number of votes that may be cast by all holders of Voting Shares present and entitled to vote at such meeting.

If either of the above-noted thresholds is surpassed at any time, the vote attached to each Limited Voting Common Share will decrease automatically and without further act or formality, to equal the maximum permitted vote per Limited Voting Common Share as indicated below. Under the circumstance described in subparagraph (a) above, the Limited Voting Common Shares as a class cannot carry more than 49.9% of the Aggregate Votes. Under the circumstance described in subparagraph (b) above, the Limited Voting Common Shares as a class cannot, for the applicable shareholders' meeting, carry more than 49.9% of the total number of votes that can be cast at the meeting.

### **3.2 Dividends**

Subject to applicable law, the Board of Directors may at any time or from time to time declare non-cumulative dividends to the holders of Limited Voting Common Shares in such amounts as the directors at such time or times determine, out of moneys of the Corporation properly applicable to the payment of dividends. The Voting Common Shares and Limited Voting Common Shares shall rank equally as to dividends on a share for share basis and all dividends declared in any fiscal year of the Corporation shall be declared in equal amounts per share on all Voting Common Shares and Limited Voting Common Shares then outstanding, without preference or distinction.

### **3.3 Subdivision or Consolidation**

No subdivision or consolidation of the Limited Voting Common Shares shall occur unless, simultaneously, the Limited Voting Common Shares and the Voting Common Shares are subdivided or consolidated in the same manner, so as to maintain and preserve the relative rights of the holders of the shares of each of the said classes.

### **3.4 Liquidation, Dissolution or Winding-up**

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Voting Common Shares and the holders of the Limited Voting Common Shares shall participate rateably, share and share alike, without any further preference or distinction.

### 3.5 Conversion

#### (c) Automatic

Each issued and outstanding Limited Voting Common Share shall be automatically converted into one Voting Common Share without any further act on the part of the Corporation or of the holder, if:

- (i) such Limited Voting Common Share is or becomes beneficially owned and controlled, directly or indirectly, by a person that is not a Non-Canadian unless such Limited Voting common share resulted from the exercise of a right described in section 2.5(a); or
- (ii) (A) the provisions contained in section 19 of the ITA are repealed and not replaced with other similar provisions in the ITA or other applicable legislation; and (B) there is no Canadian federal or provincial law applicable to the Corporation prescribed for the purposes of subsection 46(1) or paragraph 174(1)(c) of the CBCA or any other similar provision in the CBCA or the CBCA Regulations.

#### (d) Upon the Making of an Exclusionary Offer

##### (i) Conversion Right

Upon the making of an Exclusionary Offer, a holder of Limited Voting Common Shares has the right, at the holder's option, at any time during the Conversion Period to convert all or a part of such Limited Voting Common Shares on the terms and conditions set forth herein into fully paid and non-assessable Voting Common Shares on the basis of one Voting Common Share for each Limited Voting Common Share so converted.

##### (ii) Conversion Procedure

The conversion right provided for in paragraph 3.5(b)(i) may be exercised by notice in writing given to the Transfer Agent, accompanied by the certificate or certificates representing the Limited Voting Common Shares in respect of which the holder thereof desires to exercise such right of conversion. Such notice must be signed by the holder or its duly authorized attorney and must specify the number of Limited Voting Common Shares which the holder desires to have converted. If less than all the Limited Voting Common Shares represented by any certificate or certificates accompanying any such notice are to be converted, the holder will be entitled to receive, at the expense of the Corporation, a new certificate representing the Limited Voting Common Shares comprised in the certificate or certificates surrendered as aforesaid which are not to be converted. On any conversion of Limited Voting Common Shares pursuant to the right in paragraph 3.5(b)(i), the share certificates representing the Converted Shares will be issued in the name of the holder of the Limited Voting Common Shares converted. The right of a holder of Limited Voting Common Shares to convert the same into Voting Common Shares will be deemed to have been exercised, and

- 7 -

the holder of Limited Voting Common Shares to be converted will be deemed to have become a holder of Voting Common Shares of record for all purposes on the date of surrender of the certificate representing the Limited Voting Common Shares to be converted accompanied by notice in writing as referred to above, notwithstanding any delay in the delivery of the certificate representing the Voting Common Shares into which such Limited Voting Common Shares have been converted.

(iii) Further Elections

An election by a holder of Limited Voting Common Shares to exercise the conversion right provided for in paragraph 3.5(b)(i) shall also constitute irrevocable elections by such holder:

- (A) to deposit the Converted Shares under the Exclusionary Offer (subject to such holder's right subsequently to withdraw such Converted Shares from the Exclusionary Offer in accordance with the terms thereof and applicable law);
- (B) to appoint a Canadian trustee (as designated by the Corporation) as the agent, attorney and attorney-in-fact of the holder in respect of the Converted Shares, with full power of substitution, (such power of attorney being coupled with an interest, being irrevocable) to, in the name of, and on behalf of, the holder during the Conversion Period, vote such Converted Shares at any meeting or meetings (whether annual, special or otherwise) of holders of Voting Common Shares, and to revoke any and all other authority, whether as agent, attorney, attorney-in-fact, proxy or otherwise, conferred or agreed to be conferred by the holder at any time with respect to the Converted Shares or any of them and to covenant that no subsequent authority, whether as agent, attorney, attorney-in-fact, proxy or otherwise, will be granted with respect thereto by or on behalf of the holder; and
- (C) to exercise the right (which right is hereby granted) to convert (the result of such exercise, a "Re-Conversion") into Limited Voting Common Shares all Converted Shares in respect of which such holder exercises the holder's right of withdrawal from the Exclusionary Offer or which are not otherwise ultimately taken up and paid for under the Exclusionary Offer, and any Re-Conversion shall be on the basis of one Limited Voting Common Share for each Converted Share in respect of which the Re-Conversion occurs.

(iv) Re-Conversion

Any Re-Conversion in respect of Converted Shares which have been withdrawn from the Exclusionary Offer shall be effective at the time the right of withdrawal



- 8 -

is exercised. Any Re-Conversion in respect of Converted Shares which have not been taken up and paid for under the Exclusionary Offer shall be effective:

- (A) in respect of an Exclusionary Offer for less than all the Voting Common Shares which is completed, immediately following the time by which the Offeror is required under applicable securities legislation to take up and pay for all shares to be acquired by the Offeror under the Exclusionary Offer; and
- (B) in respect of an Exclusionary Offer which is abandoned or withdrawn, at the time at which the Exclusionary Offer is abandoned or withdrawn.

(v) Deliveries

No share certificates representing Converted Shares shall be delivered to or to the order of the holders thereof before such shares have been deposited under the Exclusionary Offer, and the Transfer Agent, on behalf of the holders of the Converted Shares, shall deposit, and the holders of such shares shall be deemed to have irrevocably authorized and directed the Transfer Agent to deposit, under the Exclusionary Offer, the certificate or certificates representing the Converted Shares. Upon completion of the Exclusionary Offer, the Transfer Agent shall deliver or cause to be delivered to the holders entitled thereto all consideration paid by the Offeror under the Exclusionary Offer in respect of Converted Shares. On any Re-Conversion, the Transfer Agent shall deliver to each holder entitled thereto a share certificate representing the Limited Voting Common Shares resulting from the Re-Conversion. The Corporation shall make all arrangements with the Transfer Agent necessary or desirable to give effect to this paragraph 3.5(b)(v).

(vi) Notice

As soon as reasonably practicable after the Offer Date, the Corporation shall mail, by prepaid first class mail, to each holder of Limited Voting Common Shares a notice advising such holders that they are entitled to convert their Limited Voting Common Shares into Voting Common Shares under paragraph 3.5(b)(i) and the reasons therefor. Such notice shall:

- (A) include a description of the procedure to be followed to effect the conversion and to have the Converted Shares tendered under the Exclusionary Offer;
- (B) include the information set out in paragraph 3.5(b)(iii) (A)-(C); and
- (C) be accompanied by a copy of the Exclusionary Offer and all other material sent to holders of Voting Common Shares in respect of the offer, and as soon as is reasonably practicable after any additional material, including a notice of variation, is sent to the holders of Voting Common Shares in respect of the offer, the

- 9 -

Corporation shall send a copy of such additional material to each holder of Limited Voting Common Shares.

(vii) Press Release

Before or forthwith after sending any notice referred to in paragraph 3.5(b)(vi), the Corporation shall cause a press release to be issued to a Canadian national news wire service describing the contents of the notice.

**4. CONSTRAINTS ON OWNERSHIP OF SHARES**

The provisions set out in Appendix 1 to these share provisions shall be applicable to the Voting Common Shares and the Limited Voting Common Shares and shall form part of these share provisions.

## **APPENDIX 1 – RESTRICTIONS ON SHARE OWNERSHIP AND SHARE TRANSFERS**

### **1. CONSTRAINTS ON OWNERSHIP OF SHARES**

#### **1.1 Voting Common Shares**

The Voting Common Shares may only be beneficially owned and controlled, directly or indirectly, by persons that are not Non-Canadians.

#### **1.2 ITA Constraints**

The Board of Directors may refuse to permit registration of a transfer of any share in the capital of the Corporation that would, in the opinion of the Board of Directors, jeopardize the status of the newspapers and periodicals published by the Corporation as Canadian newspapers or periodicals within the meaning of section 19 of the ITA.

#### **1.3 CBCA Constraints**

In the event that any Canadian federal or provincial legislation applicable to the Corporation should become prescribed for the purposes of subsection 46(1) or paragraph 174(1)(c) of the CBCA or any other similar provision in the CBCA or the CBCA Regulations, these provisions shall be read as if they included additional constraints that assist the Corporation or any of its Affiliates or associates (within the meaning of the CBCA) to qualify under such prescribed law to receive licenses, permits, grants, payments or other benefits by reason of attaining or maintaining a specified level of Canadian ownership or control. Such specified level of Canadian ownership or control shall be the level of Canadian ownership or control designated by such prescribed law of Canada or a province.

#### **1.4 Joint Ownership**

Where Voting Shares are beneficially owned or controlled jointly by a person who is Non-Canadian and another person or persons that is not a Non-Canadian, the Voting Shares shall be deemed to be owned or controlled by the Non-Canadian.

#### **1.5 Exceptions**

- (a) Nothing in these provisions shall be construed to apply in respect of Voting Shares of the Corporation that:
  - (i) are held by one or more underwriters solely for the purpose of distributing the shares to the public; or
  - (ii) are held by any person that is acting in relation to the shares solely in its capacity as an intermediary in the payment of funds or the delivery of securities, or both, in connection with trades in securities and that provides centralized facilities for the clearing of trades in securities.
- (b) The constraints imposed herein do not apply to the extent that a person who is a Non-Canadian holds Voting Shares by way of security only and such holding by way of security only is evidenced in such form as may be prescribed by the by-laws or

- 11 -

resolutions adopted by the shareholders or directors of the Corporation and filed by such holder with the Corporation.

#### **1.6 Powers of Directors**

- (c) In the administration of these provisions, the Board of Directors shall enjoy, in addition to the powers set forth herein, all of the powers necessary or desirable, in their opinion, to carry out the intent and purpose hereof, including but not limited to all powers contemplated by the provisions relating to constrained share corporations in the CBCA and the CBCA Regulations.
- (d) The Board of Directors may, prior to the issuance of any Voting Shares or the registration or transfer of any Voting Shares, require that there be submitted to the Corporation and/or to the Transfer Agent a declaration setting forth the name of the person who will own or control such Voting Share and whether or not such person is a Non-Canadian, as well as any such other information as the Board of Directors consider relevant for the purposes of determining whether that person is in compliance with the restrictions on issue or transfer of the Voting Shares.
- (e) Neither any shareholder of the Corporation nor any other interested person shall have any claim or action against the Corporation or against any director or officer of the Corporation nor shall the Corporation have any claim or action against any director or officer of the Corporation arising out of any act (including any omission to act) performed pursuant to or in intended pursuance of these provisions or any breach or alleged breach of such provisions.

**SCHEDULE 10.1(6)**  
**REGULATORY APPROVALS**

Competition Act Approval.

# TAB C

This is Exhibit "C" referred to in the  
 affidavit of Don McKay  
 sworn before me, this 2<sup>nd</sup>  
 day of December 2010  
Martha Bazan # 171-544

A COMMISSIONER FOR TAKING AFFIDAVITS





**Melançon  
Marceau  
Grenier et  
Sciortino**

SOCIÉTÉ EN NOM COLLECTIF  
A V O C A T S

Sibel Ataogul  
Marie Jo Bouchard  
Pierre Brun  
Michael Cohen  
Johanne Drolet  
Suzanne Gascon  
Michel Gilbert  
Pierre Grenier  
Amélie Guilbault  
Josée Lavallée  
Denis Lavole  
Georges Marceau  
Claude G. Melançon  
Giuseppe Sciortino  
Marie-Claude St-Amant  
Sylvain Seney  
Andréa Talarico  
Noémie Vaisan

Montreal, July 14th 2010

*By fax and by mail*

WITHOUT PREJUDICE

Ms. Pamela Luthra  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto ON M5K 1G8

Subject: Canwest LP Entities Claim Process

Our file: PG-1710-269-2

Ms. Luthra,

This letter follows the communication we received on behalf of our clients (see schedule for list), all employees of the Gazette, dated July 7th 2010, inviting them to submit their claims in the LP Claims process.

Our clients are employees of the Gazette and are owed money for unpaid salary. Please note that an arbitrator is seized of the claim. His latest decision in this regard is enclosed with the present letter. Please note however that this decision is being contested in front of the Superior Court of Quebec.


We have reviewed the order rendered by the Honourable Madam Justice Pepall dated April 12th 2010 and we are of the view that our clients' claim is an « Excluded claim » under the meaning determined by this order. Therefore, our clients reserve all their rights to claim the entire sums that they are owed.

However, in order to preserve our clients' rights, we have been mandated to submit the enclosed proof of claim. As such, please note that this does not constitute an admission as to the nature of claims or the amounts owed.

Please contact the undersigned for additional information and/or documentation should it be deemed necessary.

Kindest regards,

**MELANÇON, MARCEAU, GRENIER ET SCIORTINO, S.E.N.C.**

  
Marie-Claude St-Amant  
signed for Sibel Ataogul

c.c. Mr. Michael Thomson

Encl. : Claim form  
Schedule with names, addresses and claim amounts  
Decision of arbitrator André Sylvestre

MONTRÉAL  
1717, boul. René-Lévesque Est  
bureau 300  
Montréal (Québec)  
H2L 4T3  
Téléphone : 514.525.3414  
Télocopieur : 514.525.2803

QUÉBEC  
220, Grande Allée Est  
bureau 100  
Québec (Québec)  
G1R 2J1  
Téléphone : 418.640.1773  
Télocopieur : 418.640.0474  
www.mmgsc.qc.ca



**SCHEDULE "C"**

Court File No. CV-10-8533-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF CANWEST PUBLISHING  
INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
INC. AND CANWEST (CANADA) INC.**

**APPLICANTS**

---

**LP PROOF OF CLAIM**

---

**1. PARTICULARS OF CREDITOR:**

(a) Full Legal Name of Creditor:

Please see schedule of names. (the "Creditor").

*(Full legal or Corporate name should be the name of the original Creditor. Do not file separate Proofs of Claim for divisions of the same Creditor.)*

(b) Full Mailing Address of Creditor:

Please see schedule of  
addresses.

(c) \*Telephone Number of Creditor: See schedule A

(d) \*Facsimile Number of Creditor: See schedule A

- (e) \*E-mail Address of Creditor: N / A.
- (f) \*Attention (Contact Person): Me Sibel Ataogul
- (g) Has the Claim been sold or assigned by Creditor to another party?  
 Yes  No  (If yes please completed section 5)

**\*In order to ensure that all claims are processed in an expedited manner you must provide one (1) or more of your telephone number, fax number or email address.**

**2. PROOF OF CLAIM**

**THE UNDERSIGNED CERTIFIES AS FOLLOWS:**

- (a) That I am a Creditor of/hold the position of attorney of the Creditors and have knowledge of all the circumstances connected with the Claim described herein;
- (b) That I have knowledge of all the circumstances connected with the Claim described and set out below;
- (c) That the LP Entity was and still is indebted to the Creditor as follows (*Claims denominated in a foreign currency other than U.S. dollars shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date. U.S. dollar denominated claims shall be converted at the Bank of Canada Canadian/U.S.dollar noon exchange rate in effect at the Filing Date which rate was Cdn \$1.0344: \$1 U.S.*)

*See schedule A please*

	Prefiling Claims	Restructuring Period Claims	Total Claims
Canwest Publishing Inc./ Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
<b>Total Claims</b>	\$	\$	\$

## 3. NATURE OF CLAIM

*See schedule A please.***(CHECK AND COMPLETE APPROPRIATE CATEGORY)**

- Unsecured Claim of \$ \_\_\_\_\_
- Secured Claim of \$ \_\_\_\_\_

In respect of this debt, I hold security over the assets of the LP Entity valued at \$ \_\_\_\_\_, the particulars of which security and value are attached to this Proof of Claim form.

*(Give full particulars of the security, including the date on which the security was given, the value that you ascribe to the assets charged by your security and the basis for such valuation, and attach a copy of the security documents evidencing the security.)*

## 4. PARTICULARS OF CLAIM:

The Particulars of the undersigned's total Claim are attached. — *to follow upon request.*

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) that has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed).*

**5. PARTICULARS OF ASSIGNEE(S) (only to be completed if your claim has been sold or assigned to another party):**

N/A

(a) Full Legal Name of Assignee(s) of Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach separate sheets with the following information:

\_\_\_\_\_  
(the "Assignee(s)")

Amount of Total Claim Assigned \$ \_\_\_\_\_

Amount of Total Claim Not Assigned \$ \_\_\_\_\_

Total Amount of Claim \$ \_\_\_\_\_  
(should equal "Total Claim" as entered in Section 2)

(b) Full Mailing Address of Assignee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Telephone Number of Assignee(s):  
\_\_\_\_\_

(d) Facsimile Number of Assignee(s):  
\_\_\_\_\_

(e) Attention (Contact Person):  
\_\_\_\_\_

## 6. FILING OF CLAIM

This LP Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on May 7, 2010** or, **IF YOU HAVE A RESTRUCTURING PERIOD CLAIM, 21 DAYS AFTER YOU ARE DEEMED TO HAVE RECEIVED THE LP CLAIMS PACKAGE PURSUANT TO THE ORDER** (unless the Monitor and the LP Entities agree in writing or the Court Orders that the LP Proof of Claim be accepted after that date) at the following address:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing  
Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra  
Telephone: 1 888-310-7627  
Fax: 416-649-8101  
Email: [CanwestLP@fticonsulting.com](mailto:CanwestLP@fticonsulting.com)

Dated at Montreal this 14<sup>th</sup> day of July, 2010.

Per:



## SCHEDULE A

Individuals represented in the present proof of claim :

Robert Davies 1471 A Giovanni-Caboto Ville Lasalle (Québec) H8N 3E1	Claim: 500,000.00\$
Umed Gohil 7809 Thelma Ville Lasalle (Québec) H8P 1W8	Claim: 500,000.00\$
Joseph Brazeau 18 Robitaille Notre-Dame de l'île Perrot (Québec) J7V 6S7	Claim: 500,000.00\$
Pierre Rebetez 3205 Appelton Montréal (Québec) H3S 1L6	Claim: 500,000.00\$
Michael Thomson 4015 Brahms Brossard (Québec) J4Z 2W9	Claim: 500,000.00\$
Horace Holloway 3696 boul. Dagenais Ouest, app. 4 Laval (Québec) H7P 1V9	Claim: 500,000.00\$
Leslie Stockwell 3285 boul. Du Souvenir, app. 511 Laval (Québec) H7V 3R3	Claim: 500,000.00\$
Jean-Pierre Martin 924 rue Breton Chambly (Québec) J3L 2T6	Claim: 500,000.00\$
Marc Tremblay 760 Ch. Des Pins Est Saint-Sauveur (Québec) J0R 1R2	Claim: 500,000.00\$

# TAB D

This is Exhibit "D" referred to in the  
 affidavit of Don McKay  
 sworn before me, this 2  
 day of December 2010  
Martha Bazan # 171 544  
 A COMMISSIONER FOR TAKING AFFIDAVITS





## STIKEMAN ELLIOTT

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, Canada M5L 1B9  
Tel: (416) 869-5500 Fax: (416) 947-0868 www.stikeman.com

Direct: (416) 869-5230  
E-mail: mkonyukhova@stikeman.com

August 3, 2010

Sibel Atagoul  
Marie-Claude St. Amant  
Melancon Marceau Grenier et Sciortino  
1717, boul. Rene-Levesque Est  
Bureau 300  
Montreal, Quebec  
H2L 4T3

Dear Ms. Atagoul:

**RE: Claims of certain employees as set out in the LP Proof of Claim dated July 14, 2010**

We are writing further to your letter of July 14, 2010 enclosing an LP Proof of Claim on behalf of the nine individuals listed on Schedule A thereof.

As you are aware, Canwest Publishing Inc. / Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and Canwest Limited Partnership/Canwest Societe en Commandite (collectively, the "LP Entities") filed for and obtained relief under the *Companies' Creditors Arrangement Act* pursuant to an Initial Order made by the Ontario Superior Court of Justice (the "Court") on January 8, 2010 (the "CCAA Proceedings"). FTI Consulting Canada Inc. was appointed as Monitor of the LP Entities (the "Monitor") in the CCAA Proceedings.

The LP Entities obtained an order from the Court on April 12, 2010, as amended May 17, 2010 (the "Claims Procedure Order") approving a claims procedure by which creditors of the LP Entities shall prove their Claims (as therein defined) against the LP Entities (the "Claims Procedure").

The LP Entities also entered into an Asset Purchase Agreement with Postmedia Network Inc. (formerly 7535538 Canada Inc.) (the "Purchaser"), as amended (the "APA") pursuant to which the Purchaser agreed to purchase substantially all of the assets and assume substantially all of the liabilities of the LP Entities. The APA was to be implemented through a plan of compromise and arrangement filed by the LP Entities, as amended (the "Plan") which was subsequently approved by the creditors of the LP Entities and sanctioned by the Court. The transaction contemplated under the APA was completed on July 13, 2010.

The Claims Procedure Order excludes certain claims from the Claims Procedure, including claims arising from grievances filed by bargaining agents

TORONTO  
MONTREAL  
OTTAWA  
CALGARY  
VANCOUVER  
NEWYORK  
LONDON  
SYDNEY

STIKEMAN ELLIOTT

2

representing unionized employees of the LP Entities, or their members, under applicable collective bargaining agreements which are Assumed Liabilities under the APA. Holders of Excluded Claims (as defined in the Claims Procedure Order) are not included in the Claims Procedure and can proceed to advance such claims outside of the Claims Procedure in the ordinary course, which in the case of Assumed Liabilities is against the Purchaser.

In your letter of July 14, 2010, you stated that you were of the view that your clients' claim was an Excluded Claim. If your position remains that your clients' claim is an Excluded Claim, you must withdraw the claim from the Claims Procedure and pursue your claim against and through the Purchaser. Please note that if you withdraw your claim from the Claims Procedure and are ultimately unsuccessful in establishing that your claim is an Assumed Liability under the APA, you will not be able to share in the distributions to be made under the Plan to the LP Entities' creditors.

If your position remains that your clients' claim is an Assumed Liability under the APA and an Excluded Claim under the Claims Procedure Order, please withdraw the LP Proof of Claim dated July 14, 2010 and your clients' claim from the LP Entities' Claims Process in writing.

Yours truly,  
  
Maria Konyukhova

MK

cc: Robert Chadwick, Goodmans LLP  
Paul Bishop, FTI Consulting Canada Inc. as Court-appointed Monitor

# **TAB E**

This is Exhibit <sup>"E"</sup>.....referred to in the  
affidavit of Don McKay  
sworn before me, this 2  
day of December.....2010

Martha Bazan #171 544  
.....  
A COMMISSIONER FOR TAKING AFFIDAVITS



# Goodmans<sup>LLP</sup>

Barristers &amp; Solicitors

Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7Telephone: 416.979.2211  
Facsimile: 416.979.1234  
goodmans.caDirect Line: 416.597.4178  
crhea@goodmans.ca

September 23, 2010

Our File No.: 10.1372

**WITHOUT PREJUDICE**Melancon Marceau Grenier et Sciortino  
1717, boul. Rene-Levesque Est  
Bureau 300  
Montreal, QC H2L 4T3Attention: Ms. Sibel Ataogul

Dear Ms. Ataogul:

**Re: Claims Against the Canwest LP Entities**

Goodmans LLP is counsel to Postmedia Network Canada Corp., which is the parent company of Postmedia Network Inc. (the "**Purchaser**"). We are writing to you in your capacity as counsel to the nine individuals identified on Schedule "A" to the letter sent by you to Pamela Luthra dated July 14, 2010 in connection with the matter referenced above (the "**July 14<sup>th</sup> Letter**").

The Purchaser purchased substantially all of the assets of Canwest Publishing Inc. / Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and Canwest Limited Partnership / Canwest Societe en Commandite (collectively, the "**LP Entities**") in an acquisition transaction that was completed on July 13, 2010 (the "**Acquisition**"). The terms of the Acquisition are governed by an asset purchase agreement dated as of May 10, 2010, as amended (the "**APA**"). The Acquisition was implemented pursuant to a plan of compromise and arrangement under the *Companies' Creditors Arrangement Act* following approval by the requisite majorities of the LP Entities' creditors and sanction by the Ontario Court of Justice.

We understand that your clients may take the position that, pursuant to the Acquisition, the Purchaser has assumed and has thereby become liable for the alleged claims against the LP Entities described in the proof of claim form attached to your July 14<sup>th</sup> Letter (the "**LP Claims**"). The purpose of this letter is to inform you that the LP Claims were not assumed by the Purchaser. To the contrary, the LP Claims are "Excluded Liabilities" that were expressly not assumed by the Purchaser under the APA, and the Purchaser therefore has no liability or obligation whatsoever in respect of the LP Claims.

Section 3.2 of the APA states that “the Purchaser shall not assume and shall have no obligations in respect whatsoever of any of the Excluded Liabilities or any Claims relating thereto.” This provision is unambiguous – the Purchaser did not assume any liability or obligation of the LP Entities that falls within the definition of “Excluded Liabilities”.

The APA is also clear that the LP Claims are “Excluded Liabilities”. The term “Excluded Liabilities” is defined in the APA as “all Liabilities other than the Assumed Liabilities, and for certainty Excluded Liabilities include all the Liabilities described in Schedule 1.1(62) [the Excluded Liabilities Schedule]”. The Excluded Liabilities Schedule lists the following at subsection (k):

- (k) *Litigation.* All Liabilities in respect of any litigation proceedings, lawsuits, court proceedings or proceedings before any Governmental Authority against any of the LP Entities and their predecessors in respect of any matters, events or facts occurring prior to the Acquisition Time ...

The LP Claims clearly fall within the “Litigation” category of the Excluded Liabilities Schedule since they are being asserted against the LP Entities by means of litigation and court proceedings in Québec and they relate to matters, facts and events occurring prior to the Acquisition Time. Accordingly, the LP Claims are “Excluded Liabilities” and, pursuant to the plain words of Section 3.2 of the APA, the LP Claims were not assumed by the Purchaser. Therefore, the Purchaser has no liability or obligation whatsoever in connection with the LP Claims.

Please let us know if you have any questions about the matters addressed in this letter.

Yours very truly,

**GOODMANS LLP**



Celia K. Rhea  
CKR/Iw

CC: Paul Godfrey (Postmedia Network Canada Corp.)  
Paul Bishop (FTI Consulting Inc.)  
Daphne MacKenzie (Stikeman Elliott LLP)  
Robert J. Chadwick (Goodmans LLP)