

This is Exhibit "G" to the
Affidavit of Douglas E.J. Lamb
sworn before me this 14th day of June, 2010.

Elizabeth A. Puel
Commissioner for Taking Affidavits
Elizabeth A. Puel

ASSIGNMENT AND AMENDING AGREEMENT

THIS ASSIGNMENT AND AMENDING AGREEMENT is made as of this 10th day of June, 2010 (this “Assignment and Amending Agreement”).

B E T W E E N:

7535538 CANADA INC.

(“Holdco”)

- and -

CW ACQUISITION LIMITED PARTNERSHIP

(the “Assignor”)

- and -

7536321 CANADA INC.

(the “Assignee”)

- and -

**CANWEST LIMITED PARTNERSHIP / CANWEST
SOCIETE EN COMMANDITE**

(“Canwest LP”)

- and -

CANWEST (CANADA) INC.

(“Canwest GP”)

- and -

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

(“CPI”)

- and -

CANWEST BOOKS INC.

(“Canwest Books”, and collectively with Holdco, the Assignor, the Assignee, Canwest LP, Canwest GP and CPI, the “Parties”)

WHEREAS Holdco, the Assignor, Canwest LP, Canwest GP, CPI and Canwest Books have entered into an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) dated as of May 10, 2010 (the “**Effective Date**”);

AND WHEREAS the Assignor wishes to assign the Asset Purchase Agreement to the Assignee;

AND WHEREAS the Parties wish to amend the Asset Purchase Agreement on the terms and conditions set out in this Assignment and Amending Agreement.

THEREFORE in consideration of the agreements herein contained and for other good and valuable consideration (the receipt and adequacy whereof is hereby acknowledged) the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

Unless otherwise defined in this Assignment and Amending Agreement, capitalized terms used in this Assignment and Amending Agreement shall have the definitions attributed to them in the Asset Purchase Agreement.

1.2 No Strict Construction

The language used in this Assignment and Amending Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

ARTICLE 2 ASSIGNMENT AND ASSUMPTION

2.1 Assignment and Assumption of Asset Purchase Agreement

- (a) The Assignor hereby transfers, sells, conveys, assigns and delivers unto the Assignee, its successors and assigns, and the Assignee hereby acquires and accepts, effective as of the Effective Date, all of the Assignor’s right, title and interest in and to the Asset Purchase Agreement.
- (b) the Assignee hereby assumes the obligations of the Assignor under the Asset Purchase Agreement, effective as of the Effective Date, and shall pay, keep, observe, perform and discharge all of the terms, covenants, conditions, obligations and liabilities of the Assignor thereunder.
- (c) From and after the Effective Date (i) the Assignee shall be the “Purchaser” under the Asset Purchase Agreement and have all of the rights, benefits, obligations and liabilities of the “Purchaser” thereunder and under any other agreements or documents required to be delivered pursuant to the Asset Purchase Agreement

and shall be bound by the provisions thereof; and (ii) the Assignor relinquishes all of its rights and benefits and is released from its obligations and liabilities under the Asset Purchase Agreement and under any other agreements or documents required to be delivered pursuant to the Asset Purchase Agreement.

2.2 Consent and Release

Each of the Parties consents to the assignment and assumption of the Asset Purchase Agreement by the Assignor to the Assignee as set forth in Section 2.1 above and fully releases the Assignor of any and all obligations and liabilities in respect of the Asset Purchase Agreement.

ARTICLE 3 AMENDMENTS

3.1 Amendments to Article 1

- (a) The definition of “**Equity Sponsors**” contained in Section 1.1 of the Asset Purchase Agreement is deleted and replaced with the following:

““**Equity Sponsors**” has the meaning given to it in Section 8.6(2).”

- (b) The definition of “**Government Priority Claims**” contained in Section 1.1 of the Asset Purchase Agreement is deleted and replaced with the following:

““**Government Priority Claims**” means all Claims of Governmental Authorities in respect of amounts that are outstanding and that are of a kind that could be subject to a demand on or before the Final Distribution Date (as defined in the CCAA Plan) under:

- (a) subsections 224(1.2) and 224(1.3) of the ITA;
- (b) any provision of the Canada Pension Plan or the Employment Insurance Act (Canada) that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the Canada Pension Plan, or employee’s premium or employer’s premium as defined in the Employment Insurance Act (Canada), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA; or
 - (ii) is of the same nature as a contribution under the Canada Pension Plan if the province is a “province providing a comprehensive pension plan” as defined

in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a “provincial pension plan” as defined in that subsection.”

- (c) The definition of “**Purchaser Established Benefit Plans**” contained in Section 1.1 of the Asset Purchase Agreement is deleted and replaced with the following:

““**Purchaser Established Benefit Plans**” has the meaning given to it in Section 5.2(5).”

- (d) The following definition is added to Section 1.1 of the Asset Purchase Agreement:

““**Original Equity Sponsors**” has the meaning given to it in Section 8.6(1).”

- (e) The following definition is added to Section 1.1 of the Asset Purchase Agreement:

““**Second Amended and Restated Equity Commitment Letter**” has the meaning given to it in Section 8.6(2).”

- (f) The following definition is added to Section 1.1 of the Asset Purchase Agreement:

““**Share Consideration**” means that number of Common Shares of Holdco, rounded down to the nearest whole number, which is equal to the difference between:

- (a) 13,000,000; and
- (b) the aggregate of the Cash Elected Amounts in respect of all Proven Claims of unsecured creditors of the LP Entities who have made, or who have been deemed to have made, a valid Cash Election in accordance with the CCAA Plan divided by \$11.54.”

3.2 Amendments to Article 2

- (a) Section 2.2(1)(c) of the Asset Purchase Agreement is deleted in its entirety and replaced with the following:

“the value of the Share Consideration as at the Acquisition Date; and”

- (b) Section 2.3(1)(d) of the Asset Purchase Agreement is deleted in its entirety and replaced with the following:

“the amount referred to in Section 2.2(1)(c) shall be satisfied by the issuance by Holdco, at the direction of the Purchaser, to CPI of the Share Consideration; and”

- (c) Section 2.4(1)(d) of the Asset Purchase Agreement is deleted in its entirety and replaced with the following:

“the Share Consideration to be issued to CPI pursuant to Section 2.3(1)(d) shall be distributed by the Monitor to unsecured creditors of the LP Entities (other than any unsecured creditors who have made or who have been deemed to have made a valid Cash Election) in accordance with the CCAA Plan.”

3.3 Amendments to Article 8

- (a) Section 8.6(1) of the Asset Purchase Agreement is deleted in its entirety and replaced with the following:

“(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 or its Affiliates 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 CW Acquisition Limited Partnership 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 “**Original Equity Sponsors**”) in favour of CW Acquisition Limited Partnership 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 CW Acquisition Limited Partnership and Holdco, the Original 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 CW Acquisition Limited Partnership 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.”

- (b) The following provision is added as Section 8.6(2) of the Asset Purchase Agreement:

“(2) On June 10, 2010, Purchaser delivered to the LP Entities and the Monitor a true and complete copy of the following commitment letter amending and restating the commitments provided under the Equity Commitment Letter: (i) equity commitments pursuant to an executed second amended and restated equity commitment letter (the “**Second Amended and Restated Equity Commitment Letter**”) dated June 9, 2010 made by each of the Original Equity Sponsors and each of 8AN Capital Partners Master Fund, LP, Longacre Opportunity Fund, L.P., TIG Advisors, LLC, Troob Capital Management LLC, The Catalyst Credit Opportunity Master Fund, Ltd., Archview Investment Group LP, Marblegate Asset Management, LLC, Stark Master Fund Ltd., Stark Criterion Master Fund Ltd. and Citigroup Global Markets Inc. (collectively with the Original Equity Sponsors, the “**Equity Sponsors**”) in favour of Purchaser and Holdco. The commitments described in the Second Amended and Restated Equity Commitment Letter are not subject to any condition precedent other than the conditions expressly set forth therein. As of June 10, 2010, the Second Amended and Restated Equity Commitment Letter is in full force and effect, unamended and is a legal, valid and binding obligation of Purchaser and Holdco and the Equity Sponsors. As of June 10, 2010: (i) no amendment or modification to the Second Amended and Restated Equity Commitment Letter is contemplated (except to add additional Equity Sponsors), and (ii) as of June 10, 2010 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 Second Amended and Restated Equity Commitment Letter 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 June 10, 2010, 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 Second Amended and Restated Equity Commitment Letter and neither Purchaser nor Holdco is aware of any fact, occurrence or condition that would reasonably be expected to cause such financing commitment to terminate or be ineffective or any of the terms or conditions of closing of such financing not to be met or of any impediment to the funding of the cash payment obligations of Purchaser in connection with the Acquisition.”

3.4 Amendments to Article 9

- (a) Section 9.14 of the Asset Purchase Agreement is deleted in its entirety and replaced with the following:

- “(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 the Second Amended and Restated 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 the Second Amended and Restated Equity Commitment Letter and accommodate the financing provided for under the Debt Commitment Letter and the Second Amended and Restated Equity Commitment Letter.

- (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 Second Amended and Restated Equity Commitment Letter, 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 the Second Amended and Restated Equity Commitment Letter 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 the Second Amended and Restated 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 the Second Amended and Restated 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 the Second Amended and Restated Equity Commitment Letter, as applicable; or (ii) requests amendments or waivers to the Second Amended and Restated 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 the Second Amended and Restated Equity Commitment Letter 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 Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated 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."

3.5 Amendments to Schedule 9.13

- (a) Section 3.5(c)(i) of Schedule 9.13 to the Asset Purchase Agreement is deleted in its entirety and replaced with the following:

“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(b); or”

ARTICLE 4 EFFECT ON THE ASSET PURCHASE AGREEMENT

4.1 Asset Purchase Agreement to Remain in Full Effect

Except as specifically amended by this Assignment and Amending Agreement, the Asset Purchase Agreement shall continue to be in full force and effect, without amendment, and is hereby in all respects ratified and confirmed. The Asset Purchase Agreement shall henceforth be read and construed in conjunction with this Assignment and Amending Agreement and references to the “Agreement” in the Asset Purchase Agreement or in any other document delivered in connection with, or pursuant to, the Asset Purchase Agreement, shall mean the Asset Purchase Agreement, as amended hereby. If any of the terms or provisions of this Assignment and Amending Agreement or any portion of a term or provision hereof or the application of any term or provision hereof conflicts to any extent with any term or provision of the Asset Purchase Agreement or any portion of a term or provision thereof or the application of any term or provision thereof, the terms and provisions of this Assignment and Amending Agreement shall prevail.

ARTICLE 5 MISCELLANEOUS

5.1 Headings

The inclusion in this Assignment and Amending Agreement of headings of Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

5.2 Governing Law

This Assignment and Amending 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.

5.3 Severability

If any provision of this Assignment and Amending 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 Assignment and Amending Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

5.4 Assignment

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 Assignment and Amending Agreement without the prior written consent of the other Parties, which consent may not be unreasonably withheld or delayed. This Assignment and Amending Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

5.5 Further Assurances

The Parties shall do, make, execute or deliver or cause to be done, all such further acts and such further documents, instruments, agreements and things as may be necessary from time to time in order to give effect to this Assignment and Amending Agreement and to carry out the intent hereof.

5.6 Execution

This Assignment and Amending 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 Assignment and Amending 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 Assignment and Amending Agreement to the receiving Party.

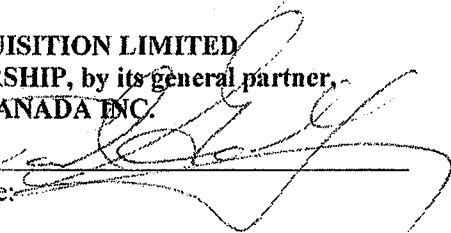
[Signature page follows.]

IN WITNESS WHEREOF the Parties have caused this Assignment and Amending Agreement to be executed by their duly authorized representatives as of the date first specified above.

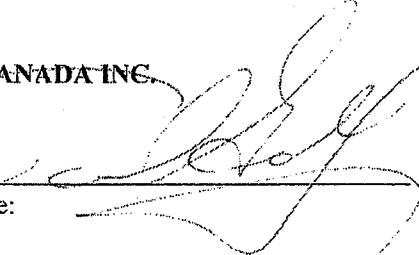
7535538 CANADA INC.

By: 
Name: _____
Title:

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

By: 
Name: _____
Title:

7536321 CANADA INC.

By: 
Name: _____
Title:

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

By: _____

Name:

Title:

By: _____

Name:

Title:

CANWEST (CANADA) INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

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

By: _____

Name:

Title:

By: _____

Name:

Title:

CANWEST BOOKS INC.

By: _____

Name:


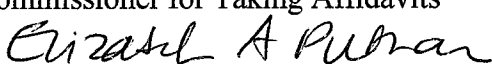
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By: _____

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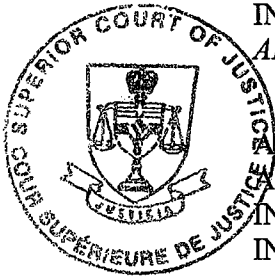
This is Exhibit "H" to the
Affidavit of Douglas E.J. Lamb
sworn before me this 14th day of June, 2010.


Commissioner for Taking Affidavits


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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM)	FRIDAY THE 26th
)	
JUSTICE PEPALL)	DAY OF MARCH, 2010



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.

**ORDER AMENDING THE INITIAL ORDER AND APPROVING CERTAIN
 EMPLOYEE ARRANGEMENTS**

THIS MOTION, made by the Applicants seeking authorization to make retention payments to certain employees, amendment of certain provisions of the Initial Order of this Honourable Court granted January 8, 2010 and approval of certain employee arrangements, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Douglas E.J. Lamb sworn March 19, 2010 (the "**Lamb Affidavit**") and the Exhibits thereto, and the report of FTI Consulting Canada Inc. (the "**Report**") in its capacity as the monitor appointed in these proceedings (the "**Monitor**"), and on hearing the submissions of counsel for the Applicants and Canwest Limited Partnership / Canwest Societe en Commandite (the "**Limited Partnership**" and, together with the Applicants, the "**LP Entities**"), the Monitor, The Bank of Nova Scotia in its capacity as Administrative Agent (the "**Agent**") for the senior lenders to the Limited Partnership (collectively, the "**Senior**

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Lenders”), no one appearing for anyone else on the service list although served as appears from the Affidavit of Service,

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

2. THIS COURT ORDERS that, subject to availability under the LP DIP Facility, the LP DIP Definitive Documents and the Approved Cash Flow (all as defined in the Initial Order), the LP Entities shall be entitled but not required to make payments not to exceed a maximum aggregate amount of \$1,000,000 to employees with the prior consent of the Monitor and the Agent if, in the opinion of the LP Entities in consultation with the LP CRA (as defined in the Initial Order), the employee’s services are critical to the continued performance or orderly transition and/or discontinuation of certain business units and/or business critical functions, including the inter-entity arrangements between the LP Entities and other affiliated entities (collectively, the “**Shared Services**”), as described in the Agreement on Shared Services and Employees (the “**New Shared Services Agreement**”) dated as of October 26, 2009 and attached as Exhibit “D” to the Lamb Affidavit.

3. THIS COURT ORDERS that the schedule of proposed employee payments in the form attached as part of a confidential supplement to the Fifth Report of the Monitor (the “**Further Confidential Supplement**”) is hereby approved and that the LP Entities are authorized to make the payments contemplated thereunder.

4. THIS COURT ORDERS that the following paragraph shall be added to the Initial Order:

28.1 THIS COURT ORDERS that all references to former, current or future directors or officers (or their respective estates) in paragraphs 26-28 of this Order shall be deemed to include deemed or *de facto* directors or officers of the LP Entities, including, for greater certainty, references in respect of the Directors’ and Officers’ indemnification and the LP Directors’ Charge.

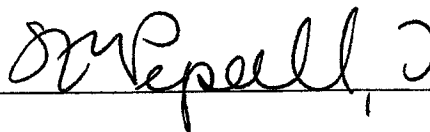
- 3 -

5. THIS COURT ORDERS that the amendments to the LP Entities' management incentive plan (the "LP MIP") and the employee special arrangements (the "Special Arrangements") as described in the Further Confidential Supplement are hereby approved and that the LP Entities are authorized to make the payments contemplated therein.
6. THIS COURT ORDERS that the LP MIP Charge (as defined in the Initial Order) be and is hereby increased by a net amount of \$1.3 million so that the key employees under the LP MIP and the Special Arrangements shall be entitled to the benefit of the LP MIP Charge on the LP Property (as defined in the Initial Order), which charge shall not exceed an aggregate amount of \$4.3 million, to secure amounts owing to such key employees under the LP MIP and the Special Arrangements.
7. THIS COURT ORDERS that the LP Entities are hereby authorized to enter into a consulting agreement between the LP Entities and Mr. Dennis Skulsky (the "Skulsky Consulting Agreement") substantially in the form attached to the Further Confidential Supplement and that the Skulsky Consulting Agreement is hereby approved.
8. THIS COURT ORDERS that Douglas E.J. Lamb is hereby authorized and directed to execute the Skulsky Consulting Agreement on behalf of the LP Entities.
9. THIS COURT ORDERS that the Further Confidential Supplement shall be sealed, kept confidential and shall not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.
10. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

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

MAR 26 2010

PER / PAR: TV



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

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

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



Alexander Cobb (LSUC#: 45363F)
Tel: (416) 862-5964

Elizabeth Allen Putnam (LSUC#53194L)
Tel: (416) 862-6835
Fax: (416) 862-6666

Lawyers for the Applicants

F. 1117119

This is Exhibit "I" to the
Affidavit of Douglas E.J. Lamb
sworn before me this 14th day of June, 2010.


Commissioner for Taking Affidavits




November 1, 2009

CRS INC.
541 Arrowhead Road
Mississauga, Ontario
L5H 1V5

Attention: Gary F. Colter, President

Dear Sirs:

This letter will serve to confirm the terms of the retainer of CRS INC. by Canwest Global Communications Corp. ("CGCC") and Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and the Canwest Limited Partnership (collectively, the "Limited Partnership", and together with CGCC, the "Company" or "Canwest"), on the following terms. For the avoidance of doubt, this letter supercedes and restates the letter dated July 1, 2009 from the Company to CRS Inc.

1. Position and Responsibilities

- (a) CRS INC. understands that the Company wishes to appoint Gary F. Colter ("Colter"), President of CRS INC., as an advisor to the Limited Partnership in connection with a potential restructuring and recapitalization of the Limited Partnership ("Restructuring Advisor") to provide advisory services (the "Advisory Services") including, but not limited to, those set out on Schedule A, and CRS INC. also understands that the Company may, in certain circumstances, wish to appoint Colter as the Limited Partnership's Chief Restructuring Advisor to provide services ("Restructuring Services", together with the Advisory Services, the "Services") including, but not limited to, those set out on Schedule B.
- (b) The Company hereby retains CRS INC. as an independent contractor to provide the Services solely by making available and providing to the Limited Partnership the Services of Colter and CRS INC. hereby accepts the engagement of its Services and shall make available and provide to the Limited Partnership the Services of Colter.
- (c) The Company, its officers, employees and representatives shall cooperate and assist CRS INC. with the performance of the Services.

2. General Covenants of CRS INC.

CRS INC. will ensure that Colter:

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- (a) acts honestly, diligently and carries out the Services to the best of his ability and in the best interests of the Limited Partnership;
- (b) well and faithfully serves the Limited Partnership in the provision of the Services in the conduct of the Limited Partnership's business;
- (c) devotes his working time, effort, skill, attention and energies to the carrying out of the Services except to the extent that his current directorships which are set out in Schedule C require his attention. For the avoidance of doubt, neither CRS INC. nor Colter shall accept another engagement of any sort during the term of this Agreement.
- (d) reports directly and exclusively to the special committee (the "**Special Committee**") of the board of directors (the "**Board**" or the "**Board of Directors**") of CGCC and observes all reasonable instructions given to him by the Special Committee;
- (e) works and cooperates with CGCC's Recapitalization Officer and the other members of the Company's management and the Company's other advisors;
- (f) works and cooperates with the chief restructuring officer or advisor of Canwest Media Inc. including any necessary coordination of a Companies' Creditors Arrangement Act (Canada) (the "**CCAA**") filing and matters arising thereunder. However, Mr. Colter as Restructuring Advisor of Limited Partnership and the Chief Restructuring Advisor of Canwest Media Inc. shall have separate distinct responsibilities to Limited Partnership and Canwest Media Inc. respectively; and
- (g) performs the activities to be performed by the Limited Partnership's Chief Restructuring Advisor pursuant to the Initial Order, considers and if advisable, provides the consents required to be provided by the Limited Partnership's Chief Restructuring Advisor pursuant to the Initial Order, advises the court appointed monitor in the CCAA filing (if applicable) as contemplated by the Initial Order and carries out such other responsibilities as may be stipulated to be carried out by the Limited Partnership's Chief Restructuring Advisor pursuant to the Initial Order.

3. Other commitments and business activities of Colter

- (a) The Company acknowledges that Colter now has, and will have, other commitments and business activities (including the outside directorships described in Schedule C) in which he will be involved during the term of the engagement of CRS INC and will be entitled to certain vacation time not to exceed 20 business days during the term of this Agreement. Subject to the other provisions of this Section 3 and provided in any case that: (i) they do not interfere with the effective performance by Colter of the Services; and (ii) they are not inconsistent with the obligations of CRS INC. hereunder, the Company agrees that any such commitments, business activities and vacation time shall not constitute a breach of this Agreement.

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- (b) CRS INC. represents and warrants in favour of the Company as follows and acknowledges that the Company is relying upon such representations and warranties in connection with entering into this Agreement:
- (i) none of the current directorships held by Colter, and no office or directorship entered into by Colter following the date hereof (for the avoidance of doubt, to the extent permitted hereby) shall: (a) interfere with the effective performance by Colter of the Services; or (b) be inconsistent with the obligations of CRS INC. hereunder; and
 - (ii) the Canadian Imperial Bank of Commerce ("CIBC") has specifically confirmed that Colter's directorship of CIBC and chairmanship of CIBC's Risk Management Committee do not raise a conflict of interest or similar concern.
- (c) CRS INC. shall ensure that Colter recuses himself from any matter relating to: (i) the Company; or (ii) any credit matters relating to the Company coming before the board of directors of CIBC or any committee of the board of directors of CIBC of which Colter is a member (including, without limitation, CIBC's Risk Management Committee).

4. Monthly Fees

The monthly fee (the "Monthly Fee") during the term of the Agreement shall be \$90,000, effective November 1, 2009. The Monthly Fee shall be paid by the Limited Partnership together with applicable goods and services tax, (GST), on the first day of each monthly period.

5. Success Fee

In addition to the Monthly Fees, CRS INC. will be entitled to a one time success fee, (the "Success Fee"), of \$500,000. For the purposes of this Agreement, a "Success" will have occurred at the completion of the principal restructuring transactions contemplated under a plan or plans of arrangement or compromise or reorganization or restructuring of the Limited Partnership that:

- (a) is (or are) approved by the court pursuant to any of: (i) the CCAA; or (ii) the *Canada Business Corporations Act*; or
- (b) facilitates the Limited Partnership's ongoing operation as a going concern; and
- (c) involve(s) one or more of the following circumstances:
 - (i) the refinancing of the bank and long-term indebtedness of the Limited Partnership (including indebtedness held by bond holders); or
 - (ii) the restructuring or recapitalization of a material part of the equity, debt securities and/or long-term indebtedness of the Limited Partnership; or

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- (iii) the completion of any other transaction or transactions that is/are approved by the Special Committee (or any successor thereof or, in the absence of the Special Committee or a successor, the Board as a whole or its successor decision maker) as part of such plan or plans including any lender sponsored restructuring of the Limited Partnership business or asset sales arising out of an investor solicitation process which is court approved and which transactions represent a significant portion of the Limited Partnership business on a going concern basis; or
- (d) confirmation by the Special Committee (or any successor thereof or, in the absence of the Special Committee or a successor, the Board as a whole or its successor decision maker) of "Success" in its sole and unfettered discretion;

provided that a Success shall not include any transaction or series of transactions, the principal component of which involves the liquidation of all or substantially all of the assets and operations of the Limited Partnership other than as a going concern.

The Success Fee, together with applicable GST, will be paid forthwith following the occurrence of a Success. For the avoidance of doubt, the Limited Partnership shall not be obligated to pay more than one Success Fee even if one or more of the events specified in this Section 5 occurs.

6. Taxes

CRS INC., to the exclusion of the Limited Partnership, but subject to the obligation of the Limited Partnership to pay applicable GST on the amounts owing by it to CRS INC. hereunder, shall be solely responsible for the payment and remittance of all provincial and federal sales taxes, income taxes, non-resident withholding taxes, hospital insurance plan and similar plan contributions, all unemployment insurance contributions, federal and provincial pension plan contributions, contributions required under provincial occupational health and safety laws, including all appropriate deductions at source to the proper public authorities and for ensuring that they are properly declared in returns timely filed, in respect of all amounts paid by the Company to CRS INC. pursuant to this Agreement or paid by CRS INC. to its employees, as the case may be.

7. Term

Subject to the terms hereof, this Agreement will commence as of November 1, 2009 and will expire on the earlier of June 30, 2010 and the date following a filing by the Limited Partnership pursuant to the CCAA that the Limited Partnership ceases to be subject to the provisions of the CCAA subject to extension on a month-to-month basis as mutually agreed by the parties. In the event the Limited Partnership ceases to be subject to the provisions of the CCAA prior to the end of a month for which the Monthly Fee has been paid or is due, CRS INC. shall be entitled to retain or be paid, as appropriate, the full amount of the Monthly Fee for that month.

8. Reimbursement of Expenses, etc.

CRS INC. shall not be reimbursed for any expenses except as follows:

- (a) The Limited Partnership shall reimburse CRS INC. for all reasonable out-of-pocket expenses incurred by it (including any applicable taxes) in connection with the Services rendered hereunder upon submission of invoices therefor (including without limitation travel, in accordance with the Company's travel policy (including business class for any flights in excess of two hours)), and communication expenses and courier charges). CRS INC. shall submit an invoice, plus applicable taxes, accompanied by appropriate receipts within one month of such expenses having been incurred, and otherwise in accordance with the standard practices of the Company.
- (b) The Limited Partnership will reimburse CRS INC. for the reasonable legal fees and expenses of preparing and settling this Agreement or any amendment of this Agreement promptly upon receipt of an invoice or invoices for such fees and expenses. The Limited Partnership will also reimburse CRS INC. for the reasonable legal fees and expenses of independent counsel to CRS INC. as may reasonably be required by Colter in the carrying out of his mandate under this Agreement. For the avoidance of doubt, CRS INC. acknowledges and agrees that it is not entitled to seek reimbursement from the Limited Partnership for the fees and expenses of any outside legal, financing, accounting or other advisor except as specifically provided in this section 8(b) and Schedule D.

9. Termination

This Agreement may be terminated by:

- (a) CRS INC. on one month's written notice or such longer period as the parties may agree is required (which notice may be waived by the Company);
- (b) The Company, at any time upon providing written notice to CRS INC. and without any further payment (and without any requirement on the part of CRS INC. to repay any prior payment) other than as contemplated by this Section 9;
- (c) The Company for cause, without notice;

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- (d) The Company without notice where, through the death or disability of Colter, the Services cannot be provided to the Company.

Notwithstanding any termination of CRS INC. by the Company pursuant to Section 9(b) above, if as at the date the Company gives notice of termination pursuant to such clause, agreements have been reached as to completion of events, or a plan of arrangement has been filed with the court which, upon completion or implementation of such agreements or plan, as the case may be, will meet the definition of "Success" set forth above, upon such completion, substantially in accordance with such agreements, CRS INC. shall be entitled to be paid the Success Fee.

10. Colter not to be a Company Director or Officer

It is expressly acknowledged and agreed that the role of CRS INC. (and Colter) is to be advisory in nature and under no circumstances will Colter be considered to be a director, officer or employee of the Company, nor will he have the power or authority to bind or commit the Company including, without limitation, the power or authority to enter into any agreement or undertaking on behalf of the Company. Nothing in this Agreement however will preclude Colter from becoming a director of the Company at a future date.

11. Indemnity

The Limited Partnership shall provide CRS INC. with an Indemnity, in accordance with Schedule D hereto, which Schedule D forms part of this Agreement, the consideration for which is the entering into of this Agreement. Such indemnity (the "Indemnity") shall be executed and delivered to CRS INC. on the execution of this Agreement.

12. Court Approval and Security for Indemnity and Fees

If the Limited Partnership becomes subject to a voluntary or involuntary reorganization or restructuring process, proposal or petition under the CCAA or the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"), the Limited Partnership shall forthwith seek court orders of the court approving this Agreement pursuant to the proceedings under the CCAA or BIA, as the case may be, in form and substance reasonably satisfactory to CRS INC. and providing that:

- (a) this Agreement is approved and given full force and effect in accordance with its provisions and the claims, if any, of CRS INC. pursuant to this Agreement will not be affected by any reorganization or restructuring plan;
- (b) none of CRS INC., or Colter shall incur any liability or obligation as a result of the provision of such services except as may result from gross negligence or wilful misconduct of such person and no action or other proceedings shall be commenced against any of them in respect of such services without prior leave of the court on at least seven days notice to CRS Inc.;
- (c) the Indemnity and the fees and expenses payable to CRS INC. hereunder are entitled to the benefit of an administration or similar charge (ranking *pari passu*

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with the fees and disbursements of the monitor, legal counsel and other advisers entitled to the benefit thereof); and

- (d) the claims of CRS INC., or Colter are not claims which may be compromised within the CCAA or BIA proceedings or any applicable restructuring.

13. Confidentiality

CRS INC. recognizes that the Services to be performed by it hereunder are special, unique and extraordinary in that, by reason of the Services it shall provide hereunder, it will acquire Confidential Information (as defined below) and trade secrets concerning the operation of the Company the use or disclosure of which could cause the Company substantial losses and damages which could not be readily calculated and for which no remedy at law would be adequate. Accordingly, CRS INC. covenants and agrees with the Company that it will not at any time, except as required by law or with the prior written consent of the Company or to a party bound by a confidentiality agreement if required in connection with the provision by Colter of Services hereunder, directly or indirectly, either disclose to any person, or use for its personal benefit, any secret or Confidential Information that it may learn or have learned by reason of CRS INC.'s association with the Company.

CRS INC. and its representatives shall use the Confidential Information for the sole purpose of rendering the Services.

The term "**Confidential Information**" means any information not previously disclosed or otherwise available to the public including but not limited to, the Company's services, facilities and methods, trade secrets and other intellectual property, systems, procedures, manuals, confidential reports, advertiser information, customer lists, financial information, business plans, prospects or opportunities, and non-public information obtained by the Company from its partners, suppliers, customers and clients. Confidential Information shall also include, without limitation, all reports prepared by CRS INC. and its representatives for the Company (which reports shall be the sole property of the Company), notes, analyses, compilations, studies, summaries and other materials prepared by CRS INC., its representatives or the Company, containing or based, in whole or in part, on Confidential Information. If any such Confidential Information is disclosed or otherwise made available to the public (other than by way of a breach of this covenant by CRS INC. or any of its representatives) from a source not bound by a confidentiality agreement or under another legal or fiduciary obligation of confidentiality to the Company or its customers, clients, suppliers or partners, it shall no longer be subject to the covenant set out in this Section 13.

In the event that CRS INC. or any of its representatives, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena or other similar processes, are requested or become legally compelled to disclose any of the Confidential Information, CRS INC. will provide the Company with prompt written notice of such request or requirement so that the Company may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained or the Company grants a waiver hereunder, CRS INC. or its representative, as the case may be, may furnish that portion of the information which, in the written opinion of counsel

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reasonably acceptable to the Company, it is legally compelled to disclose; provided, however, that CRS INC. shall use its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

Upon the Company's request, for any reason, CRS INC. will promptly deliver to the Company all documents and other materials (and all copies and extracts thereof) constituting Confidential Information without retaining a copy of extract thereof (with the exception of any notes or files maintained by CRS INC. or its representatives in the course of providing Services hereunder which CRS INC. shall be entitled to retain under the same obligation of confidentiality). If the Company requests or gives its prior written consent, CRS INC. shall destroy all documents or other documents or other materials constituting Confidential Information in its or its representatives' possession, including in electronic form, (subject to the exception in the preceding sentence) with any such destruction confirmed by them in writing to the Company. Regardless of whether there is a return or destruction of the Confidential Information, CRS INC. and its representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder.

CRS INC. shall be responsible for any breach of the obligations hereunder by any of its representatives (including for the avoidance of doubt, Colter).

14. Non-Competition

Except with the Company's prior written consent, throughout the term of this Agreement and for an additional period of six months thereafter, CRS INC shall not, and shall cause Colter to not, directly or indirectly, provide or assist in providing services to a person or entity that is engaged in the broadcasting or newspaper publishing business in Canada.

15. General Provisions

(a) Notices

Any notice hereunder by either party to the other shall be given in writing by personal delivery, or certified mail, return receipt requested, or by facsimile transmission, in any case delivered to the applicable address set forth below:

(i) to the Company:

3100 Canwest Place
201 Portage Avenue
Winnipeg, MB R3B 3L7

Attention: General Counsel
Fax: (204) 947-9841

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(ii) to CRS Inc.:

541 Arrowhead Road
Mississauga, Ontario
L5H 1V5

Attention: President
Fax: (905) 891-7036

or to such other persons or other addresses as either party may specify to the other in writing.

(b) Amendment; Waiver; Assignment

No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, modification, waiver or discharge is agreed to in writing and signed by the parties. No waiver by either party hereto, at any time, of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. Neither party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other. Any purported assignment made in contravention of this section shall be null and void and have no legal effect.

(c) Severability

The parties have carefully reviewed the provisions of this Agreement and agree that they are fair and equitable. However, in light of the possibility of differing interpretations of law and changes in circumstances, the parties agree that if any one or more of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall, to the extent permitted by law, remain in full force and effect and shall in no way be affected, impaired or invalidated. Moreover, if any of the provisions contained in this Agreement is determined by a court of competent jurisdiction to be excessively broad as to duration, activity, geographic application or subject, such provision shall be construed, by limiting or reducing it to the extent legally permitted, so as to be enforceable to the extent compatible with then applicable law.

(d) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (determined without regard to the choice of law provisions thereof).

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(e) Arbitration

Any controversy or dispute arising out of or relating to this Agreement, including (without limitation) its negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party to this Agreement, shall be referred to and determined by arbitration in accordance with the Ontario *Arbitration Act, 1991* S.O. 1990 c. 17. The seat of the arbitration shall be Ontario and hearings shall be conducted in the City of Toronto by a single arbitrator selected by the parties. In the event the parties cannot agree on a single arbitrator, the Company and CRS INC. shall each select an arbitrator and those arbitrators shall determine the single arbitrator to conduct the arbitration. A party may appeal an award to the court on a question of law or mixed fact and law.

(f) Entire Agreement

This Agreement contains the entire agreement of CRS INC. and the Company and any predecessors thereof with respect to the subject matter hereof, and supersedes all prior agreements, understandings and arrangements, oral and written between the parties either jointly or individually, with respect to the subject matter hereof.

(g) Counterparts

This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original, but both such counterparts shall together constitute one and the same document.

(h) Survival

The following provisions will survive the termination of this Agreement: Section 6, Section 9, Section 11, Section 13, Section 14 and Section 15.

(i) Headings

The headings of this Agreement are for convenience and reference only and shall not be considered in construing the provisions hereof.

(j) Currency

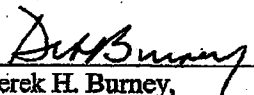
All financial references in this Agreement are to Canadian dollars unless otherwise indicated.

[Remainder of Page Intentionally Left Blank]

If the foregoing is satisfactory, please indicate the agreement of CRS INC. by signing the enclosed copy of this letter and returning to me.

Yours very truly

Canwest Global Communications Corp.

By: 
Derek H. Burney,
Chair of the Board of Directors and Chair of the Special Committee

Canwest Limited Partnership, by its General Partner
Canwest (Canada) Inc.

By: _____
John E. Maguire
Vice-President

By: _____
Riva J. Richard
Secretary

Agreed and accepted as of the 13 day of November, 2009.

CRS INC.

By: 
Gary F. Colter, President

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If the foregoing is satisfactory, please indicate the agreement of CRS INC. by signing the enclosed copy of this letter and returning to me.

Yours very truly

Canwest Global Communications Corp.

By: _____
Derek H. Burney,
Chair of the Board of Directors and Chair of the Special Committee

Canwest Limited Partnership, by its General Partner
Canwest (Canada) Inc.

By: _____
Richard M. Leipsic
Vice-President

By: _____
Riva J. Richard
Secretary

Agreed and accepted as of the _____ day of November, 2009.

CRS INC.

By: _____
Gary F. Colter, President

SCHEDULE A**ADVISORY SERVICES TO BE PROVIDED BY RESTRUCTURING ADVISOR**

The Restructuring Advisor shall advise the Recapitalization Officer and the Special Committee with respect to the formulation and implementation of the restructuring and/or recapitalization of all, or part, of the business and/or capital structure of the Limited Partnership (the "Restructuring") reporting directly and exclusively to the Special Committee. The Restructuring Advisor's advisory services shall include, without limitation, advising with respect to:

- (a) The development of strategic alternatives for the operational and financial restructuring of the Limited Partnership and its businesses and assets;
- (b) the development of a restructuring plan or plans for presentation to lenders, creditors, and other stakeholders which may be affected by the Restructuring as well as equity sponsors and the implementation of the restructuring plan or plans through a court process or otherwise;
- (c) the negotiation of all necessary agreements with equity sponsors, lenders, creditors, stakeholders and any other interested parties, including, without limitation, any amendments, waivers, extensions and/or forbearances that may be necessary or desirable in connection with the Restructuring;
- (d) the management of all processes involving the Limited Partnership's legal and financial advisors involved in the Restructuring, equity sponsors, lenders, creditors, the court appointed monitor (if applicable) and other stakeholders in the most efficient manner, including monitoring and reviewing the fees of the various advisors involved in the Restructuring;
- (e) the establishment and implementation of a work plan for the Restructuring;
- (f) the realization of the steps required to achieve a successful Restructuring;
- (g) communications between the Limited Partnership and its stakeholders in connection with the Restructuring and in particular, communications and reporting to:
 - (i) the senior lenders of the Limited Partnership in accordance with the requirements of the Credit Agreement dated July 10, 2007 as it may be replaced or further amended;
 - (ii) the subordinated lenders of the Limited Partnership in accordance with the requirements of the Credit Agreement dated July 10, 2007 as it may be replaced or further amended; and
 - (iii) the 9.25% bondholders of the Limited Partnership in accordance with the requirements the Note Indenture dated July 13, 2007 as it may be replaced or further amended; and

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- (h) all communications, and the preparation of all filings, applications or similar materials necessary or desirable, for any regulatory approvals in connection with the Restructuring.

If the Restructuring Advisor is appointed as Chief Restructuring Advisor, such individual shall cease to be an advisor and shall assume from the Recapitalization Officer principal responsibility for the formulation and implementation of the Restructuring including, without limitation, all of the activities set out on Schedule B. For the avoidance of doubt, upon such assumption of responsibility, the advisory services outlined above shall be superseded and no longer be required to be performed.

SCHEDULE B**ACTIVITIES OF RECAPITALIZATION OFFICER ALL OF WHICH TO BE ASSUMED BY CHIEF RESTRUCTURING ADVISOR**

Subject to Section 10 of the Agreement and also to the direction of the Special Committee, the Chief Restructuring Advisor's services in connection with the restructuring and/or recapitalization of all, or part, of the business and/or capital structure of the Limited Partnership (the "Restructuring") shall include, without limitation:

- (a) developing, for consideration by the Special Committee, strategic alternatives for the operational and financial restructuring of the Limited Partnership and its businesses and assets, and implementing the strategic alternative(s) selected by the Special Committee as appropriate;
- (b) developing a restructuring plan or plans for presentation to lenders, creditors, and other stakeholders which may be affected by the Restructuring, as well as equity sponsors and implementing the restructuring plan or plans through a court process or otherwise;
- (c) negotiating all necessary agreements with equity sponsors, lenders, creditors, stakeholders and any other interested parties, including, without limitation, any amendments, waivers, extensions and/or forbearances that may be necessary or desirable in connection with the Restructuring;
- (d) managing all processes involving the Limited Partnership's legal and financial advisors involved in the Restructuring, equity sponsors, lenders, creditors, the court appointed monitor (if applicable) and other stakeholders in the most efficient manner, including, without limitation, monitoring and reviewing the fees of the various advisors involved in the Restructuring;
- (e) establishing and implementing a work plan for the Restructuring and reporting directly and exclusively to the Special Committee on a regular basis to update the Special Committee regarding the Restructuring including progress being made in implementing the Restructuring, proposed timeframes for the further implementation of the Restructuring, any material matters which may effect the Restructuring as well as those matters which the Special Committee requests;
- (f) advising and assisting Special Committee in conjunction with its, and the Company's, advisors (including legal and financial advisors) in connection with the realization of the steps required to achieve a successful Restructuring;
- (g) advising the Special Committee with respect to communications between the Limited Partnership and its stakeholders in connection with the Restructuring and in particular, communications and reporting to:
 - (i) the senior lenders of the Limited Partnership in accordance with the requirements of the Credit Agreement dated July 10, 2007 as it may be replaced or further amended;

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- (ii) the subordinated lenders of the Limited Partnership in accordance with the requirements of the Credit Agreement dated July 10, 2007 as it may be replaced or further amended; and
- (iii) the 9.25% bondholders of the Limited Partnership in accordance with the requirements the Note Indenture dated July 13, 2007 as it may be replaced or further amended; and
- (h) managing all communications, and overseeing the preparation of all filings, applications or similar materials necessary or desirable, for any regulatory approvals in connection with the Restructuring.

If the Restructuring Advisor is appointed as Chief Restructuring Advisor, the individual acting as Recapitalization Officer shall continue to act as Recapitalization Officer reporting to the individual appointed as Chief Restructuring Advisor who shall assume principal responsibility for the formulation and implementation of the Restructuring including, without limitation, all of the activities set out above.

SCHEDULE C
DIRECTORSHIPS

- Owens Illinois, Inc. (NYSE)
- CIBC (TSX, NYSE)
- Core-Mark Holding Company Inc. (NASDAQ)
- Retirement Residence REIT (now Revera Inc.) – (Private)

SCHEDULE D

INDEMNITY

In connection with the engagement (the "Engagement") of CRS INC. pursuant to an agreement (the "Agreement") between CRS INC. and Canwest Global Communications Corp., and Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and the Canwest Limited Partnership (collectively, the "Limited Partnership") dated as of July 1, 2009, the Limited Partnership agrees to indemnify and hold harmless CRS INC. and Mr. Gary F. Colter ("Colter") (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), from and against any and all losses, expenses, claims, actions, damages and liabilities, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of its counsel on a solicitor and his own client basis that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this Indemnity (collectively the "Claims") to which any Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement, and is not caused by the gross negligence and or wilful misconduct of any Indemnified Party. The Limited Partnership also agrees that no Indemnified Party shall have any liability (whether directly or indirectly in contract or tort or otherwise) to it or any person asserting claims on behalf of or in right of the Limited Partnership for or in connection with the Engagement except to the extent any losses, expenses, claims, actions, damages or liabilities incurred by it are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the gross-negligence or wilful misconduct of any Indemnified Party.

The Limited Partnership will not, without CRS INC.'s written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder unless such settlement, compromise, consent or termination includes a release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim.

Promptly after receiving notice of an action, suit, proceeding or claim against CRS INC. or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Limited Partnership, CRS INC. or any such other Indemnified Party will notify the Limited Partnership in writing of the particulars thereof. CRS INC. and all Indemnified Parties shall fully cooperate with the Limited Partnership and its subsidiaries and their counsel in the preparation of the case(s) and provide all information and documents in their possession as required by the Limited Partnership's counsel.

CRS INC. and any other Indemnified Party may retain counsel to separately represent it, him or her in the defence of a Claim, provided that only one counsel can be retained by all of CRS INC. and any Indemnified Party, which shall be at the expense of the Limited Partnership on a solicitor and his own client basis if (i) the Limited Partnership does not promptly assume the defence of the Claim, or (ii) the Limited Partnership agrees to separate representation, or (iii) the Indemnified Party is advised by its counsel that there is an actual or potential conflict between

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the Limited Partnership's and the Indemnified Party's respective interests or additional defences are available to the Indemnified Party, which makes representation by the same counsel inappropriate.

Where the Indemnified Party pays or is required to pay any amount for which the Indemnified Party may ultimately be entitled to claim indemnity hereunder, the Limited Partnership shall forthwith pay such amount (or reimburse the Indemnified Party in respect of such amount if the Indemnified Party has already paid the same). The Indemnified Party agrees that, if the Indemnified Party is not otherwise ultimately entitled to indemnity hereunder, the Indemnified Party shall forthwith refund to the Limited Partnership any amount paid out by the Limited Partnership which it would not have otherwise paid out but for the provisions of this paragraph and which the Limited Partnership is not otherwise legally obliged to pay out, together with simple interest thereon at an annual rate equal to the prime rate of interest from time to time charged by the Limited Partnership's bankers.

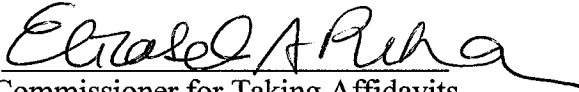
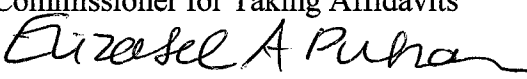
Although this Indemnity shall not be interpreted in any way to limit the ability of the Indemnified Party to seek indemnity under any other indemnity agreement, under any insurance policy (including, without limitation, any directors' and officers' insurance policy, if applicable), or applicable legislation to the fullest extent permitted by law, the Indemnified Party shall be under no obligation to do so nor shall the Limited Partnership be entitled to rights of subrogation under any of the foregoing except if the Limited Partnership has fully satisfied its obligations hereunder and except if the person against whom subrogation is claimed has no right over against the Indemnified Party as a result thereof.

This Indemnity shall enure to the benefit of each Indemnified Party, and shall survive termination of the Engagement, and shall be binding upon the Limited Partnership and its successors and assigns. The Limited Partnership hereby acknowledges and agrees with Gary F. Colter, the President of CRS INC., that this Indemnity may be enforced against the Limited Partnership by him as an Indemnified Party, if he is named to a Claim.

This Indemnity is made pursuant to, and shall be construed, performed and enforced in accordance with, the laws of the Province of Ontario including the laws of Canada applicable therein.

The obligations of the Limited Partnership hereunder are in addition to any liabilities which the Limited Partnership may otherwise have to CRS INC. or any other Indemnified Party.

This is Exhibit "J" to the
Affidavit of Douglas E.J. Lamb
sworn before me this 14th day of June, 2010.


Commissioner for Taking Affidavits


[LETTERHEAD OF CANWEST GLOBAL COMMUNICATIONS CORP.]

July 1, 2010

CRS INC.
541 Arrowhead Road
Mississauga, Ontario
L5H 1V5

Attention: Gary F. Colter, President

Dear Sirs:

This letter will serve to confirm the continuing retainer of CRS INC. by Canwest Global Communications Corp. (“**CGCC**”) and Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and the Canwest Limited Partnership (collectively, the “**Limited Partnership**”, and together with CGCC, the “**Company**” or “**Canwest**”), on the terms set forth in the letter agreement between Canwest and CRS INC., dated November 1, 2009 (the “**Agreement**”), as such terms are amended herein. All capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.

Canwest and CRS INC. hereby agree to amend the terms of the Agreement as follows:

1. all references to the defined term “**Restructuring Advisor**” shall be deleted and replaced with “**Chief Restructuring Advisor**”;
2. subparagraph 1.(a) shall be deleted and replaced by the following:

“CRS INC. understands that the Company wishes to appoint Gary F. Colter (“**Colter**”), President of CRS INC., as an advisor to the Limited Partnership and as the Limited Partnership’s Chief Restructuring Advisor to provide services (the “**Services**”) including, but not limited to, those set out on Schedule A.”
3. the words “CGCC’s Recapitalization Officer” in subparagraph 2.(e) shall be deleted and replaced with the words “the Limited Partnership’s management and advisors”;
4. the number of vacation days, set forth in subparagraph 3(a), shall be 7.5 business days, for the period of July 1, 2010 to September 30, 2010;
5. the references to “CIBC’s Risk Management Committee” in subparagraphs 3.(b)(ii) and 3.(c) shall be deleted and replaced with “CIBC’s Corporate Governance Committee”;
6. the following paragraph shall be added and incorporated into paragraph 5:

“The Company confirms that the full amount of the Success Fee (\$500,000) shall be paid to CRS INC. immediately upon or prior to the closing of the asset purchase transaction by the *ad hoc* committee of holders of 9.25% senior subordinated notes issued by the Limited Partnership (the “**AHC Transaction**”) or, in the alternative, immediately upon or prior to the closing of the credit bid transaction by the Limited Partnership’s senior lenders (the “**Senior Lenders’ Credit Bid**”). For the avoidance of doubt, both the AHC Transaction and the Senior Lenders’ Credit Bid meet the definition of ‘Success’”

7. paragraph 7 shall be deleted and replaced by the following:

“Subject to the terms hereof, this Agreement will commence as of November 1, 2009 and will expire:

- (a) if the AHC Transaction has closed on or before July 31, 2010, on July 31, 2010;
- (b) if the AHC Transaction closes after July 31, 2010 and on or before August 31, 2010, on August 31, 2010; or
- (c) in all other circumstances, on September 30, 2010,

subject to, in each case, extension on a month-to-month basis as mutually agreed by the parties.”

8. The following sentence shall be added to the end of the last paragraph in paragraph 9: “For the avoidance of doubt, the obligation to pay CRS INC. the Success Fee upon the closing of the AHC Transaction or the Senior Lenders’ Credit Bid shall remain notwithstanding the Company giving notice of termination pursuant to this clause.”
9. paragraph 12 shall be deleted and replaced by the following:

In accordance with the terms of the CCAA Initial Order, dated January 8, 2010, approving and giving full force and effect to the Agreement, the Limited Partnership agrees that:

- (a) the claims, if any, of CRS INC. pursuant to this Agreement will not be affected by any reorganization or restructuring plan;
- (b) none of CRS INC., or Colter shall incur any liability or obligation as a result of the provision of such services except as may result from gross negligence or wilful misconduct of such person and no action or other proceedings shall be commenced against any of them in respect of such services without prior leave of the court on at least seven days notice to CRS Inc.;
- (c) CRS INC. and Colter shall have the full benefit of any releases granted under and contained in the Plans of Compromise and Arrangement filed in connection with the AHC Transaction and the Senior Lenders’ Credit Bid;

- (d) the Indemnity and the fees and expenses payable to CRS INC. hereunder are entitled to the benefit of an administration or similar charge (ranking *pari passu* with the fees and disbursements of the monitor, legal counsel and other advisers entitled to the benefit thereof). Following the closing of the AHC Transaction or the Senior Lenders' Credit Bid, the Indemnity and the fees and expenses payable to CRS INC. hereunder are entitled to the benefit of any continuing administrative reserve charge; and
- (e) the claims of CRS INC., or Colter are not claims which may be compromised within the CCAA or BIA proceedings or any applicable restructuring.

10. Schedule A shall be deleted and replaced by Schedule B subject to the following amendments:

- a. the title "**ACTIVITIES OF RECAPITALIZATION OFFICER ALL OF WHICH TO BE ASSUMED BY CHIEF RESTRUCTURING ADVISOR**" shall be deleted and replaced with "**ACTIVITIES OF THE CHIEF RESTRUCTURING ADVISOR**"; and
- b. the final paragraph shall be deleted.

These amendments shall take effect immediately on July 1, 2010. The Limited Partnerships shall forthwith seek court orders approving these amendments pursuant to the CCAA Initial Order.

This amending agreement may be executed by the parties hereto in counterparts, each of which shall be deemed an original, but both such counterparts shall together constitute one and the same document.

If the foregoing is satisfactory, please indicate the agreement of CRS INC. by signing the enclosed copy of this letter and returning to me.

Yours very truly

Canwest Global Communications Corp.

By: _____
 Derek H. Burney,
 Chair of the Board of Directors and Chair Special Committee

Canwest Limited Partnership, by its General Partner
 Canwest (Canada) Inc.

By: _____

Agreed and accepted as of the _____ day of _____, 2010.

CRS INC.

By: _____
Gary F. Colter, President

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.

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

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**AFFIDAVIT OF DOUGLAS E.J. LAMB
(Sworn June 14, 2010)**

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