

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

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.

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30. Lease between Montycio 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.

- 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.

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

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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 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.
- 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

1. BURNABY SUN (application no. 1134875), owned by CanWest MediaWorks Publications Inc., application submitted March 20, 2002.
2. BURNABY SUN (application no. 1388315), owned by Canwest Publishing Inc., application submitted March 20, 2008.
3. CALGARY HERALD (application no. 1107134; registration no. 592075), owned by Canwest Publishing Inc., registered October 9, 2003.
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.
5. CNS CANWEST NEWS SERVICE (application no. 78332548), owned by CanWest Media Inc., application submitted November 24, 2003.
6. CNS CANWEST NEWS SERVICE & DESIGN (application no. 1178757; registration no. 689711), owned by Canwest Global Communications Corp., registered June 13, 2007.
7. D & DESIGN (application no. 78654486), owned by 3848671 Canada Limited, application submitted June 20, 2004.
8. D & DESIGN (application no. 78654866), owned by 3848671 Canada Limited, application submitted June 21, 2005.
9. D & DESIGN (application no. 731465), owned by 3848671 Canada Inc., application submitted June 21, 2005.
10. D & 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.
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.
12. DOSE (application no. 78654412; registration no. 3669420), owned by Canwest Limited Partnership by its general partner Canwest (Canada) Inc., registered August 18, 2009.
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.
14. DOSE & 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.
15. DOSE & 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.

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

Domain Names

raiseareader.com
raise-a-reader.com
reginasun.com
richmond-news.com
surreynow.com
thecalgaryherald.ca
thecalgaryherald.com
thedmontonjournal.com
theleaderpost.com
thenationalpost.ca
theottawacitizen.ca
theottawacitizen.com
theprovince.com
theprovince.mobi
thestarphoenix.com
thevancouver.sun.com
timescolonist.com
times-colonist.com
vancouverprovince.com
vancouver.sun.com
vancouver.sun.mobi
windsorsexnews.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.

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)

- 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).

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.

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.

- 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

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) "**TTA**" 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;

- (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

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

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

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

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

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.

SCHEDULE "E"

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 NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

1. PARTICULARS OF CREDITOR:

- (a) Full Legal Name of Creditor: ERIBERTO DI PAOLO
- (b) Full Mailing Address of Creditor: ERIBERTO DI PAOLO
6752 JEAN MILOT ST.
MONTREAL QUEBEC
H1M 2Y9 CANADA
- (c) *Telephone Number of Creditor: 514 256-8617
- (d) *Facsimile Number of Creditor: 514 256-8617
- (e) *E-mail Address of Creditor: eriberto.dipaolo@gmail.com
- (f) Attention (Contact Person): ERIBERTO DI PAOLO

*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. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:

(a) Have you acquired this Claim by assignment? Yes No
(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:

We hereby disagree with the value of our Claim as set out in the LP Notice of Revision or Disallowance dated JUNE 21-2010-hour 2:27, as set out below:

PreFiling Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,604,376.80		\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,604,376.80		\$

Restructuring Period Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$	\$	\$

Employee Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,604,376.80	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,604,376.80	\$	\$

REASONS FOR DISPUTE:

(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.)

The Gazette guaranteed our salary plus cost of living in the 1982 and 1987 tripartite agreement as supported by our claim letter and all supporting evidence produced. Also our previous claim letter dated May 3-2010.

If you intend to dispute an LP Notice of Revision or Disallowance, you must,

IN THE CASE OF AN LP CREDITOR WITH A PREFILING CLAIM, no later than 5:00 p.m. (Toronto Time) on June 10, 2010 notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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

IN THE CASE OF AN LP CREDITOR WITH A RESTRUCTURING PERIOD CLAIM, AN EMPLOYEE CLAIM OR A DIRECTOR/OFFICER CLAIM, you must, no later than 5:00 p.m. (Toronto Time) on June 30, 2010 notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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**

If you do not deliver an LP Notice of Dispute of Revision or Disallowance by the time and date set out above, as applicable, the value of your Claim shall be deemed to be as set out in the LP Notice of Revision or Disallowance.

Dated at Montreal this 27th day of June, 2010.

Per: Eriberto Di Paolo

SCHEDULE "E"

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 NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

1. PARTICULARS OF CREDITOR:

(a) Full Legal Name of Creditor: RITA BLONDIN

(b) Full Mailing Address of Creditor: RITA BLONDIN

588 BOUL. ANTOINE-SÉGUIN
ST-EUSTACHE, QUEBEC J7P5N6
CANADA

(c) *Telephone Number of Creditor: 450 491-0736

(d) *Facsimile Number of Creditor: _____

(e) *E-mail Address of Creditor: blondin37@sympatico.ca

(f) Attention (Contact Person): Ciberto Di Paolo sympatico

*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. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:

(a) Have you acquired this Claim by assignment? Yes No
(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:

We hereby disagree with the value of our Claim as set out in the LP Notice of Revision or Disallowance dated 21 juin 2010 à 21h27 as set out below:

PreFiling Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,431,536.80		\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,431,536.80,		\$

Restructuring Period Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$	\$	\$

Employee Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,431,536.80		\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,431,536.80	\$	\$

REASONS FOR DISPUTE:

(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.)

*The Layette a garanti notre salaire et le
maintien du standard de vie dans les
ententes tripartites signées en 1982 et en 1987
tel que supporté par notre lettre de réclamation
et toutes les preuves fournies ainsi que
notre lettre de réclamation précédente datée
du 3 mai 2010*

If you intend to dispute an LP Notice of Revision or Disallowance, you must,

IN THE CASE OF AN LP CREDITOR WITH A PREFILING CLAIM, no later than 5:00 p.m. (Toronto Time) on June 10, 2010 notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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

IN THE CASE OF AN LP CREDITOR WITH A RESTRUCTURING PERIOD CLAIM, AN EMPLOYEE CLAIM OR A DIRECTOR/OFFICER CLAIM, you must, no later than 5:00 p.m. (Toronto Time) on June 30, 2010 notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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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**

If you do not deliver an LP Notice of Dispute of Revision or Disallowance by the time and date set out above, as applicable, the value of your Claim shall be deemed to be as set out in the LP Notice of Revision or Disallowance.

Dated at St-Custache this 27th day of June, 2010.

Per: Rita Blondin