

ARTICLE 9 – COVENANTS**Section 9.1 Interim Period**

- (1) The covenants of the Transferor in Section 9.1(2) shall be subject to the CCAA Proceedings and any orders by the CCAA Court.
- (2) During the Interim Period, unless consented to by CPI, the Transferor shall:
 - (a) carry on the Business in the Ordinary Course of Business and:
 - (i) perform its obligations under agreements, contracts and instruments related to or affecting the Business and the Transferred Assets and not agree to any material modification, amendment, waiver, termination or replacement of any of the Contracts and Licences; and
 - (ii) not enter into or assume any agreement, contract or commitment related to the Business, except (a) purchases of supplies and sales of Inventory in the Ordinary Course of Business; (b) advertising and subscription agreements or arrangements in the Ordinary Course of Business; and (c) agreements, contracts or commitments which, individually or in the aggregate, are not material to the Business, nor otherwise make any material change in the conduct of the Business;
 - (b) to the extent reasonably practicable having regard to the CCAA proceedings, preserve intact its present business organization, use all reasonable efforts to keep available the services of its present officers and the Employees and preserve its relationships with customers, suppliers and others having business dealings with it and take any and all such further actions reasonably requested by CPI to the end that the Business shall not be impaired in any material respect at the Closing Date and not sell, lease, transfer, assign, convey or otherwise dispose of any property or assets of the Business (other than sales of Inventory and collection of Accounts Receivable in the Ordinary Course of Business) and shall not commence any process to solicit expressions of interest, bids or offers for the Business or the assets of the Business;
 - (c) not make any payments to any of the CMI Entities or Canwest GP, Canwest LP, CPI or their subsidiaries except in accordance with the terms and conditions of the Existing Shared Services Agreements and past practice;
 - (d) give CPI and its consultants and advisors reasonable access to the Transferred Assets during regular business hours prior to the Closing Time for the purpose of enabling CPI to conduct such inspections of the Transferred Assets, and the premises, books, records, property and assets of the Transferor relating to the Business wherever they may be located, which right of access shall include the right to inspect and appraise such property and assets as CPI deems appropriate. Such inspection shall only be conducted during normal business hours in the presence of a representative of the Transferor or one of its designees, if so required at the discretion of the Transferor;

- (e) not solicit or encourage any inquiries or proposals or initiate discussions or negotiations with, or provide any information to any third party (other than in furtherance of this Agreement and the Transaction to Canwest LP, the Monitor or the advisors to the ad hoc committee of holders of 8% Senior Subordinated Notes issued by CMI or any of their respective advisors) concerning the acquisition of all or any part of the Business or the Transferred Assets; and
- (f) not (a) increase the compensation of any Employee or of any director, officer, consultant, contractor, agency employee or agent of the Business providing services to the Business; (b) improve the Transferor's Benefit Plans or Pension Plans in any manner, (c) pay to or for the benefit of, or agree to pay to or for the benefit of, any Employee or any director, officer, consultant, contractor, agency employee or agent of the Transferor providing services to the Business any pension or retirement allowance or other benefit not required by the Transferor's Benefit Plans or Pension Plans or contracts with Employees; or (d) commit to any new or renewed employee pension, disability, bonus, commission, deferred or incentive compensation, salary continuation, supplemental unemployment, termination or severance, profit sharing, share purchase, stock option, stock appreciation, phantom stock option, retirement, group insurance, hospitalization, death benefit, sick leave, holiday, vacation, overtime, medical, dental, health and welfare or other Employee benefit plan, agreement, policy, practice or other arrangement relating to the Business; nor will the Transferor amend, in any material respect, any of the arrangements referred to in this Section 9.1 now in existence to the extent they relate to the Business;
- (3) on or before the date which is 1 Business Day before the Closing Date, the Transferor shall have provided to the Transferee a good faith estimate of the amount of the Assumed Liabilities contemplated by Section 3.1(1) through Section 3.1(4) (the "**Assumed Liabilities Estimate**"); provided that if the Transferee has not consented to (or has refused) the exclusion of any or all of the Stayed Payables requested in accordance with Section 3.3, the Transferor shall have the right to provide the Transferee with an amended Assumed Liabilities Estimate. For greater certainty, nothing in this Agreement shall be construed as limiting Transferor's ability to pay any Liabilities, including Stayed Payables.

Section 9.2 Publicity

Except as required by Applicable Law and except as disclosed in any filings made in connection with the CCAA Proceedings, none of the Transferor, CPI or the Transferee or any of their respective directors, officers, employees, Affiliates, partners, agents or representatives shall issue a press release or make any public statement regarding the Transaction without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 10 – CONDITIONS

Section 10.1 Conditions – Mutual

- (1) The obligations of the Transferor and CPI are subject to the conditions that: