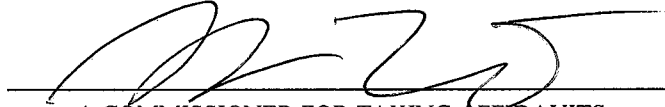


TAB P

THIS IS EXHIBIT "P" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME
ON THIS 5TH DAY OF OCTOBER, 2009

A handwritten signature in black ink, appearing to read "S. Irving", is written over a horizontal line.

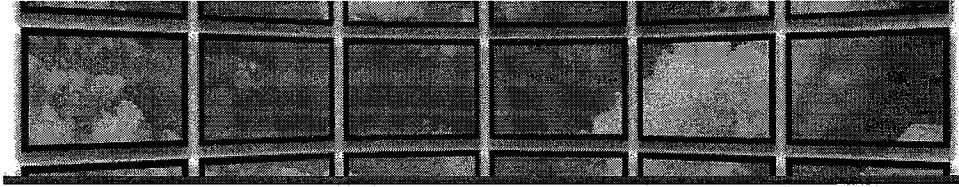
A COMMISSIONER FOR TAKING AFFIDAVITS
Shawn Irving

RELEASE ARCHIVES

FACT SHEET

CANWEST HISTORY

MEDIA CONTACTS



Category Corporate Date 9/10/2009

Canwest Limited Partnership reaches forbearance agreement with senior lenders

(Winnipeg – September 10, 2009) Canwest Global Communications Corp ("Canwest") announced today that its subsidiary, Canwest Limited Partnership (the "Limited Partnership"), has entered into a forbearance agreement with lenders under its senior secured credit facility while they continue discussions regarding the framework for a potential recapitalization transaction.

Under the terms of the forbearance agreement, the senior lenders have agreed not to enforce their rights under the senior credit facility arising from the Limited Partnership's previously announced defaults prior to October 31, 2009. The Limited Partnership has agreed to pay all outstanding interest and fees due under the senior credit facility and the associated hedging agreements and to resume paying interest and fees due and payable under such agreements during the forbearance period.

The forbearance agreement is subject to the satisfaction of certain milestones including reaching an agreement on the principal terms of a recapitalization transaction by September 30, 2009.

The Limited Partnership has also commenced discussions with representatives of an ad hoc committee of noteholders of the Limited Partnership's 9.25% senior subordinated notes due 2015.

The Limited Partnership owns and operates 12 daily newspapers, 23 community newspapers, more than 80 online operations as well as other publications and national services. It does not include the National Post newspaper or its related online operations.

Forward Looking Statements:

This news release contains certain forward-looking statements about the objectives, strategies, financial conditions, results of operations and businesses of Canwest. Statements that are not historical facts are forward-looking and are subject to important risks, uncertainties and assumptions. These statements are based on our current expectations about our business and the markets in which we operate, and upon various estimates and assumptions. The results or events predicted in these forward-looking statements may differ materially from actual results or events if known or unknown risks, trends or uncertainties affect our business, or if our estimates or assumptions turn out to be inaccurate. As a result, there is no assurance that the circumstances described in any forward-looking statement will materialize. Significant and reasonably foreseeable factors that could cause our results to differ materially from our current expectations are discussed in the section entitled "Risk Factors" contained in our Annual Information Form for the year ended August 31, 2008 dated November 24, 2008 filed by Canwest Global Communications Corp. with the Canadian securities commissions (available on SEDAR at www.sedar.com), as updated in our most recent Management's Discussion and Analysis for the three and nine months ended May 31, 2009. Unless required by law, we disclaim any intention or obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.

About Canwest Global Communications Corp.

Canwest Global Communications Corp. (www.canwest.com), (TSX: CGS and CGS.A.) an international media company, is Canada's largest media company. In addition to owning the Global Television Network, Canwest is Canada's largest publisher of English language paid daily newspapers and owns, operates and/or holds substantial interests in conventional television, out-of-home advertising, specialty cable channels, and web sites in Canada, New Zealand, Australia, Indonesia, Singapore, the United Kingdom and the United States.

-30-

For further information:

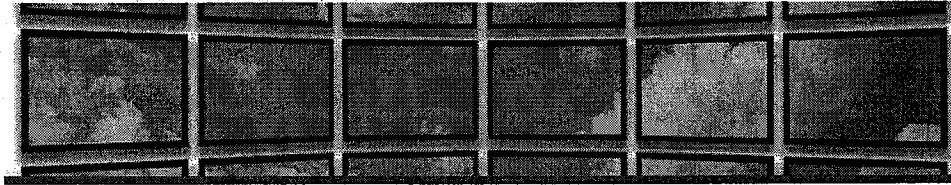
Media Contact:
John Douglas, Senior Vice President, Public Affairs
Tel: (204) 953-7737
jdouglas@canwest.com

Investor Contact:
Hugh Harley, Director, Investor Relations
Tel: (204) 953-7731
hharley@canwest.com

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ABOUT US OUR BRANDS INVESTORS MEDIA CAREERS ADVERTISING

RELEASE ARCHIVES
FACT SHEET
CANWEST HISTORY
MEDIA CONTACTS



Category Corporate Date 9/30/2009

Canwest Limited Partnership and senior lenders extend milestones under their forbearance agreement

(Winnipeg - September 30, 2009) Canwest Global Communications Corp. ("Canwest") announced today that its subsidiary, Canwest Limited Partnership (the "Limited Partnership"), is continuing discussions with its lenders under its senior secured credit facility regarding the framework for a potential recapitalization transaction.

Under the terms of the forbearance agreement, as announced on September 10, 2009, the senior lenders have agreed not to enforce their rights under the senior credit facility arising from the Limited Partnership's previously announced defaults prior to October 31, 2009.

The forbearance agreement is subject to the satisfaction of certain milestones. The Limited Partnership and senior lenders have agreed to extend the dates by which certain milestones must be achieved including the date by which there must be an agreement on the principal terms of a recapitalization transaction.

The Limited Partnership owns and operates 12 daily newspapers, 23 community newspapers, more than 80 online operations as well as other publications and national services. It does not include the National Post newspaper or its related online operations.

Forward Looking Statements:

This news release contains certain forward-looking statements about the objectives, strategies, financial conditions, results of operations and businesses of Canwest. Statements that are not historical facts are forward-looking and are subject to important risks, uncertainties and assumptions. These statements are based on our current expectations about our business and the markets in which we operate, and upon various estimates and assumptions. The results or events predicted in these forward-looking statements may differ materially from actual results or events if known or unknown risks, trends or uncertainties affect our business, or if our estimates or assumptions turn out to be inaccurate. As a result, there is no assurance that the circumstances described in any forward-looking statement will materialize. Significant and reasonably foreseeable factors that could cause our results to differ materially from our current expectations are discussed in the section entitled "Risk Factors" contained in our Annual Information Form for the year ended August 31, 2008 dated November 24, 2008 filed by Canwest Global Communications Corp. with the Canadian securities commissions (available on SEDAR at www.sedar.com), as updated in our most recent Management's Discussion and Analysis for the three and nine months ended May 31, 2009. Unless required by law, we disclaim any intention or obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.

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-30-

For further information:

Media Contact:

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jdouglas@canwest.com

Investor Contact:

Hugh Harley, Director, Investor Relations
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hharley@canwest.com

[Back to previous page](#)

TAB Q

THIS IS EXHIBIT "Q" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME
ON THIS 5TH DAY OF OCTOBER, 2009



A COMMISSIONER FOR TAKING AFFIDAVITS
Shawn Irving

**CANWEST MEDIA INC.
AND CERTAIN OF ITS SUBSIDIARIES**

**KEY EMPLOYEE RETENTION PLAN
FOR IMPLEMENTATION**

CREATION OF THE PLAN

Canwest Media Inc. and certain of its subsidiaries and affiliates (other than Canwest Limited Partnership and its subsidiaries (collectively, the "**Company**") intend to commence restructuring proceedings under either one or more of the *Canada Business Corporations Act* ("**CBCA**") or the *Companies' Creditors Arrangement Act* ("**CCAA**") (in either or both case, the "**Proceedings**"). In order to retain key critical employees (including employees of certain of its subsidiaries) providing restructuring assistance to the Company (including in certain instances, to its affiliates and subsidiaries including Canwest Limited Partnership and its subsidiaries not party to the Proceeding) the Company hereby establishes a key employee retention plan ("**Plan**"). In the event of the granting of an initial order under the CCAA (the "**Initial Order**"), CMI will thereafter present the Plan to the Court. The Plan as presented to the Court will be subject to the recommendation of the Monitor and approval by the Court. The Plan has been developed to incentivize employees who are critical to the success of the restructuring to remain with the Company through the completion of the restructuring.

ELIGIBILITY

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

RETENTION PAYMENTS

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

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

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

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

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

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

STATUTORY REMITTANCES

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

MISCELLANEOUS

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

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

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

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

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

The Canwest Board may at any time and from time to time amend or terminate this Plan with no advance notice, provided that no such amendment or termination may adversely affect any earned and vested rights or interests of any Participant or Designated Participant, without the consent of that Participant or Designated Participant, or otherwise in the case of Proceedings in accordance with the CCAA, on approval of the Court, and for greater certainty approval of the Court in such instance shall be required in the event that the proposed amendment or termination would result in increased cost to the Company's CCAA estate.

In furtherance of the Plan, the Company may make individual arrangements with a Participant, provided that such arrangements are not materially inconsistent with the Plan and in such case, the provisions of the individual arrangements shall govern to the extent of any inconsistency.

This Plan was approved by the Canwest Board on September 22, 2009 and shall continue to be in effect until all amounts payable under the Plan have been paid.

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

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

DEFINITIONS

Affiliate has the meaning ascribed to it in the CBCA.

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

Company means Canwest Media Inc. and certain of its subsidiaries and affiliates.

Court means the Ontario Superior Court of Justice Commercial List.

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

Monitor means FTI Consulting Canada ULC.

SCHEDULE "A"

CONFIDENTIAL

Name	Employer	Position	Annual Base Compensation	Rationale for Inclusion	Proposed Key Employee Retention Plan		Total Potential Payments
					Retention Payments	Emergence	
EMPLOYEES WHO PERFORM SERVICES ONLY FOR THE CMI GROUP							
			\$		% Base Comp	% Base Comp	\$
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage TV sales, no internal replacement, critical to ongoing national ad sales operations & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage program purchasing and studio relationships, critical to ongoing programming management & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage things and relationship with CRTCC & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage Canadian TV operations, no internal replacement, critical to continued operations of Canadian TV business, replacement unavailable until January 2010	25%	25%	[REDACTED]
EMPLOYEES WHO PERFORM SERVICES FOR BOTH THE CMI GROUP AND THE PUBLISHING GROUP							
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage cash flow and pension programs & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage personnel issues and pension administration. No replacement available to fill gap	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage and maintain corporate and subsidiary legal records. Would be very difficult to replace and subsequent of responsibility would be cost prohibitive	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage internal and external communications & would be difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage legal affairs group, no internal replacement, critical to continued operations, would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]		25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of management or compromise & and would be very difficult to attract replacement	75.0%	75.0%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to oversee tax structuring, tax compliance and manage ongoing issues with CRA & and would be very difficult to attract replacement. Outsourcing would be cost prohibitive	37.5%	37.5%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of management or compromise & and would be very difficult to attract replacement	37.5%	37.5%	[REDACTED]

CONFIDENTIAL

	Required to manage cashflow reporting & not would be very difficult to attract replacement	37.5%	37.5%	By December 31 On emergence	Remaining to be paid over 1
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Executive contracts - CMI portion	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Executive contracts - L.F. portion	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total		3,031,607	6,781,607		9,813,213
		415,844	415,844		831,688
	Amounts CMI exclusive	2,615,763	6,365,763		8,981,526
	Amounts CMI shared 50% LP recovery from LP payment to LP	(1,584,156)	(1,584,156)		(3,168,312)
	Net CMI amount	1,031,607	4,781,607		5,813,214

1. Or earlier if there is completion of a plan of restructuring, reorganization or arrangement approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis
 2. Payable only on completion of a plan of restructuring, reorganization or arrangement that is approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis

TAB R

THIS IS EXHIBIT "R" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME
ON THIS 5TH DAY OF OCTOBER, 2009



A COMMISSIONER FOR TAKING AFFIDAVITS
Shawn Irving

**PROPOSED KEY EMPLOYEE RETENTION ARRANGEMENTS
AND POST-EMERGENCE CONSULTING AGREEMENTS FOR
[REDACTED] AND [REDACTED]
TO BE PROVIDED BY
CANWEST GLOBAL COMMUNICATIONS CORP.**

Executives:	<p>[REDACTED]</p> <p>(each, an "Executive")</p> <p>These arrangements are being made pursuant to a Key Employee Retention Plan established by Canwest Media Inc., a copy of which is attached hereto as Schedule "A".</p>
Employer:	<p>The employer of the Executives shall remain Canwest Media Inc. ("CMI") until the emergence of the CGCC Group (as defined below) from CCAA proceedings.</p> <p>All of the Executives' existing terms of employment (including for greater certainty the terms of employment agreements dated April 8, 2009 except as amended herein) shall continue during the pendency of CGCC's CCAA proceedings until emergence, except as described below. For greater certainty, any incentives which are based upon restructuring transactions and termination and severance entitlements pursuant to the Executive's existing employment agreement (including without limitation the Termination Package and Reorganization Incentive Arrangements provided in Sections 3 and 4 of the employment agreements dated April 8, 2009), and any bonus, incentive compensation plan, supplemental deferred compensation plan, savings plan, vacation pay, option or restricted share unit plan, or the like that may be in effect between the Executive and CMI, shall be terminated or the Executive's participation in such plan shall be terminated as applicable with effect as of the approval by the court of the KERP and the Restructured CGCC Consulting Agreement defined and described below. For greater certainty, the above described termination of plans or participation in plans does not have any application to plans terminated prior to the commencement of any CCAA proceedings, including for greater certainty the retirement compensation arrangement terminated May 23, 2009 in respect of which the Executives retain all rights to receive scheduled payments from the trustee but will not assert any additional claims against CMI. It is the intention of the parties by this agreement that existing terms of employment shall not be repudiated and shall continue until emergence save and except as set forth above.</p> <p>On the same date that Canwest Global Communications Corp. ("CGCC")</p>

	<p>and certain of its subsidiaries (but specifically excluding Canwest Limited Partnership ("Canwest LP") and its subsidiaries¹ (the "LP Group"), CW Investments Co. and its subsidiaries, and Ten Network Holdings Limited and its subsidiaries) (the "CGCC Group") emerge from CCAA proceedings (the "CGCC Emergence Date"), the employment of the Executives by CMI shall terminate, unless otherwise agreed by the parties, in accordance with the provisions of the Master CMI-LP KERP (a copy of which is attached hereto as Schedule "A"), authorizing the entering into the individual arrangements with a participant of the Master CMI-LP KERP.</p>
<p>Key Employee Retention Plans:</p>	<p>Each of the Executives shall be provided with a KERP by the CGCC Group (the "CGCC Group KERP" or the "KERP") during the pendency of the CCAA proceedings for the CGCC Group.</p> <p>In addition to the CGCC Group KERP, each Executive may be provided with a separate KERP by Canwest Media Inc. which shall be funded by Canwest Limited Partnership and its subsidiaries ("CMI-LP KERP") during the pendency of the CCAA proceedings for the CGCC Group which, if so provided, shall be the subject of separate terms and conditions and unaffected by the terms hereof.</p> <p>The CGCC Group KERP will be approved by the Court and be subject to a charge (the "CGCC KERP Charge") which will rank in priority after the Administrative Charge and the DIP Charge, <i>pari passu</i> with the Directors' Charge and ahead of all other charges in the Initial CCAA Orders. The terms of each KERP shall be set forth in a definitive agreement between the parties (including the Restructured CGCC), and pending such agreement the terms hereof shall be binding upon CGCC, CMI and the Executive.</p> <p>The KERPs will be approved by CGCC' s Board of Directors and its Special Committee. To the extent necessary or appropriate in connection with the approval of the KERPs by the Court, the KERPs will also be supported by the Restructuring Advisor of the CGCC Group and the Monitor.</p> <p>As regards the CGCC Group KERP and the related KERP Charge, (i) the KERPs and the Initial Orders will be supported by the CMI DIP Lenders and (ii) the Initial Orders will be supported by the Ad Hoc Committee of 8% senior subordinated noteholders.</p> <p>The CGCC Group KERP shall commence on the date of the CGCC Group filing under CCAA and will terminate on the CGCC Emergence Date.</p> <p>Each Executive will be provided with KERPs in the following amounts:</p> <div data-bbox="457 1696 906 1806" style="background-color: black; width: 276px; height: 52px; margin-top: 10px;"></div>

¹ References to the LP Group shall include 4501071 Canada Inc. and Canwest Canada Inc.

The CGCC Group KERP will be payable as follows:

- 25% of the aforementioned CGCC Group KERP entitlements on the earlier of December 31, 2009 and the CGCC Emergence Date; and
- 75% of the aforementioned CGCC Group KERP entitlements, less the aggregate amount of fees contained in the Executive's Restructured CGCC Consulting Agreement offered by Restructured CGCC, if any, on the CGCC Emergence Date (each payment, a "CGCC Group KERP Payment").

In the event that an Executive's employment is terminated by CMI prior to the CGCC Emergence Date without cause, the Executive will be entitled to receive the full amount of his remaining unpaid CGCC Group KERP Payment(s), if any, and the Executive will not be required to accept any consulting agreement offered by, or enter into any consulting agreement with, Restructured CGCC (as defined below).

In the event that an Executive is terminated for cause or resigns, then the Executive will not receive any further KERP Payment(s) which may be payable after such date.

In the event that an Executive dies or suffers long-term disability before the date of a CGCC Group KERP Payment, then the Executive (or his estate) will receive the balance of any future CGCC Group KERP Payment still owing.

All CGCC Group KERP Payments will be considered earnings from the Executive's employment and subject to income tax and other statutory deductions required by law or as agreed by the Executive.

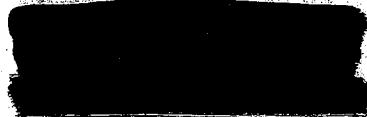
CGCC Group KERP Payments will not be considered earnings for the purpose of determining vacation pay or for the purpose of determining any earnings-based, Company-provided employee benefits, including any savings, pension, supplemental deferred compensation or bonus plan.

The CGCC Group KERP is in lieu of any other agreement between an Executive and CMI save and except for any CMI-LP KERP and for the unaffected terms of employment unamended by this KERP and which continue. Any and all obligations owed by CMI to the Executive in any other employment agreement, including without limitation (i) any incentives which are based upon restructuring transactions and termination and severance entitlements pursuant to the Executive's existing employment agreement, and bonus, incentive compensation plan, supplemental deferred compensation plan, savings plan, vacation pay, option or restricted share unit plan, or the like that may be in effect between the Executive and CMI shall be terminated with effect as of the approval by the court of the CGCC Group KERP and the Restructured CGCC Consulting Agreement and shall be subject to the "Releases" as described below save and except for the unaffected terms of employment unamended by this KERP and which continue; and (ii) the participation of the Executive in any earnings-based, Company-provided employee

	<p>benefits, including any pension (save and except for the Executive's participation in any plans terminated prior to the commencement of CCAA proceedings), including for greater certainty the retirement compensation arrangement terminated May 23, 2009, shall be terminated on the CGCC Emergence Date and shall also be subject to the "Releases" as described below.</p>
<p>Post-emergence Consulting Agreements:</p>	<p>Each of the Executives (or if an Executive chooses to provide the services through the use of a corporation, that corporation) will, at CGCC's option, enter into a consulting agreement with the restructured Canwest Global Communications Corp. or its successor entity ("Restructured CGCC", or the "Contracting Entity"), in which case the second and final payment under the CGCC Group KERP would be reduced by the amount of aggregate consulting fees provided for in the applicable consulting agreement in accordance with the terms of the CGCC Group KERP described above. Any Executive may consult to or accept employment from either or both of the Restructured CGCC or the restructured Canwest LP or its successor entity ("Restructured LP") without effect on his or her entitlements hereunder; provided, however, that any such Executive shall not disclose any confidential information relating to the CGCC Group to the LP Group, Restructured LP or any of their respective subsidiaries or affiliates, and not otherwise known to the LP Group, or Restructured LP (other than by reason of any breach of this provision by the Executive).</p> <p>In the event that the above option is exercised by Restructured CGCC, the consulting agreement between each Executive and Restructured CGCC (the "Restructured CGCC Consulting Agreement") shall commence on the CGCC Emergence Date and continue for a period of 12 months.</p> <p>Each Executive will make himself available to provide services to the Contracting Entity (the "Services") for up to 25% of his business time ("business time" being 9 a.m. to 5 p.m., Monday to Friday) per month (on a non-cumulative basis) for the first 3 months of the Restructured CGCC Consulting Agreement and for up to 10% of his time per month (on a non-cumulative basis) for the balance of the consulting agreement. The Services shall consist of transition advice and advisory and consulting service applicable to duties and responsibilities performed by the Executive prior to the commencement of the CCAA proceedings and will be provided at a location in Canada of the Contracting Entity's choice, so long as the Contracting Entity provides adequate notice of the dates on which it requires the Executive to attend at a location other than Winnipeg, Manitoba and the Contracting Entity fully reimburses the Executive for all travel and related business expenses in attending at the specified location.</p> <p>The Executive will not be obliged to provide Services which would require him to expend more time than stipulated in the preceding paragraph, unless additional fees are agreed between the Executive and the Contracting Entity.</p>

During the term of the Executives' continued employment or consulting agreement thereafter, and in order to provide the Services, the Executives will retain all personal computing and electronic devices and equipment such as laptop and desktop computers, printers, routers, cell phones and/or Blackberries (the "Equipment"), which are currently used by the Executives and are located in the Executives' personal residences and/or seasonal homes. At the earlier of (i) the CGCC Emergence Date if no Consulting Agreement is entered into; or (ii) the conclusion of the Consulting Agreements, the Executives will be entitled to retain (and will be provided with bills of sale in respect of same for \$1.00 in the aggregate) all of the Equipment, provided however that all corporate data shall be removed from the Equipment in a manner acceptable to CMI.

The Restructured CGCC Consulting Agreement offered at the option of the Contracting Party shall be at an annual fee (exclusive of GST (and PST if applicable)), payable monthly on the last business day of each month as follows:



All fees paid pursuant to the Restructured CGCC Consulting Agreement will be subject to GST (and PST if applicable). In the event that the Executive elects to provide the consulting services through a corporation, CGCC Group will act reasonably in determining whether to withhold the statutory remittances in compliance with the Income Tax Act (Canada) and other relevant statutes.

The Executive will be reimbursed for all expenses incurred reasonably in the provision of the Services.

The Executives will be provided with health care, dental and disability benefits listed in accordance with Schedule "A".

The Restructured CGCC Consulting Agreements shall be secured by (i) an irrevocable letter of credit, or (ii) amounts payable thereunder will be deposited into an escrow account at one of the major Canadian banks, subject to a mechanism to be agreed by the Executive and the Contracting Entity prior to emergence and both acting reasonably to ensure payments are made from such account as they come due under the CGCC Consulting Agreement, provided that CMI may elect whether to proceed with the letter of credit or escrow account but shall establish one or the other prior to emergence, failing which, for greater certainty, CGCC shall not have the option of requiring the Executive to enter into a CGCC Consulting Agreement. If CMI proceeds with the escrow account, these shall be deposited at the commencement of the term of the Restructured CGCC Consulting Agreement funds sufficient to cover all payments to the Executive (including all statutory remittances and deductions), which shall remain in effect for the benefit of the applicable Executive for the full 12 month term of the Restructured CGCC Consulting Agreement unless paid out earlier. Any such escrow account shall have a super priority over any

	<p>claims by, of or through any CMI entity. The Restructured CGCC Consulting Agreement may be terminated by the Contracting Entity at any time upon immediate payment in full on the termination date of all remaining fees and expenses associated with the remaining term of the consulting agreement.</p> <p>The Executive may terminate the Restructured CGCC Consulting Agreement at any time after the date which is 3 months after the CGCC Emergence Date, in which case the Executive will receive an amount equal to one half of his annual consulting fees less any amount already paid or payable to the Executive under the Restructured CGCC Consulting Agreement.</p> <p>The Executive will receive a comprehensive indemnity from the Contracting Party in respect of his performance of the Services requested by the Contracting Party, except in the event of fraud, wilful misconduct or gross negligence.</p> <p>The Executive will be an independent contractor in the provision of the Services, and not an officer or director of the Contracting Entity or any of its affiliates.</p> <p>The Contracting Entity will not be required to offer the Restructured CGCC Consulting Agreement to an Executive if it instead offers that Executive full-time employment for an indefinite term commencing immediately following the Contracting Party's CGCC Emergence Date on terms which are accepted by the Executive in his sole discretion.</p> <p>In the event that an Executive dies or suffers long-term disability before the date of the expiration of the Restructured CGCC Consulting Agreement, then the Executive (or his estate) will receive the balance of any future amounts otherwise payable under the Restructured CGCC Consulting Agreement for the balance of its term.</p>
Releases:	<p>Upon the termination of his employment on the CGCC Emergence Date, and in consideration of the provision by the CGCC Group of the CGCC Group KERP, each Executive will provide a full and final release to the CGCC Group in respect of all prior, present and future claims including in respect of any termination and severance claims pertaining to the Executive's employment (other than those arising pursuant to the agreements contemplated by this proposal or any CMI KERP and existing indemnity agreements in respect of the Executive serving as a director or officer of any entity comprising the CGCC Group and as a participant in the CGCC Group's pension plan (excluding for greater certainty any retirement compensation arrangements)) and rights that he might have against the CGCC Group.</p> <p>Concurrently, the CGCC Group will provide a full and final release to each Executive in respect of all prior, present and future claims that it might have against the Executive, provided that the Executive will not be released or discharged if the Executive is adjudged by the express terms of a judgment rendered on a final determination on the merits to have</p>

- 7 -

	<p>committed fraud or wilful misconduct or to have been grossly negligent or, in his capacity as a director, in respect of any claims referred to in section 5.1(2) of the CCAA.</p>
<p>Resignations</p>	<p>The Executive's resignation as a director and/or officer of any entity in the CGCC Group in the event that he reasonably determines (i) the Directors' Charge for the CGCC Group is not satisfactory or (ii) on a good faith basis, after consultation with his and CGCC's counsel, is reasonably necessary in the circumstances to protect himself from and directors or officers' liability howsoever arising, shall not constitute grounds for termination of the Executive's employment arrangements, or the Executive's entitlements to the CGCC Group KERP or the Consulting Agreement.</p> <p>Subject to the right afforded the Executive to resign on the basis described in the preceding paragraph, as a condition of receiving his CGCC Group KERP, each Executive will continue as a director and/or officer of the entities in the CGCC Group on which he currently serves to the CGCC Emergence Date, subject to a Directors' Charge for the CGCC Group, as part of the Initial CCAA Orders being sought under the CCAA proceedings being satisfactory to the Executive. The Executives shall be entitled to benefit from the directors' and officers' insurance, including run off policy put in place for all directors and officers of CGCC and its subsidiaries, on or before the CGCC Emergence Date. The Executive shall resign as a director and/or officer of all such entities on the CGCC Emergence Date and be provided with a full release in respect of his acting as a director and/or officer. It is understood and agreed that if the Executive is retained as a consultant, he shall not be expected to serve as an officer or director.</p>

Schedule "A"**Benefits**

During the period ending on the later of: (i) one year following the CGCC Emergence Date; or (ii) the expiration of the term of any Restructured CGCC Consulting Agreement (the "Fixed Term"), the Executives shall be provided with benefits equivalent to those currently available to CGCC's senior executives, namely, (i) group benefits provided under Group Policy No. G0029704F issued by ManuLife Financial (the "Program"), continuation of life and disability insurance under the Program and all other benefits ordinarily payable to CGCC's senior executives (annual cost is currently approximately [REDACTED] per Executive). Following the Fixed Term, the Executives will be provided with benefits equivalent to those currently available to CGCC's retired senior executives, namely, benefits under Plan Document No. G0024132F issued to ManuLife Financial (annual cost is currently approximately [REDACTED] per Executive.)

SCHEDULE "A"

**CANWEST MEDIA INC.
AND CERTAIN OF ITS SUBSIDIARIES**

**KEY EMPLOYEE RETENTION PLAN
FOR IMPLEMENTATION**

CREATION OF THE PLAN

Canwest Media Inc. and certain of its subsidiaries and affiliates (other than Canwest Limited Partnership and its subsidiaries (collectively, the "**Company**") intend to commence restructuring proceedings under either one or more of the *Canada Business Corporations Act* ("**CBCA**") or the *Companies' Creditors Arrangement Act* ("**CCAA**") (in either or both case, the "**Proceedings**"). In order to retain key critical employees (including employees of certain of its subsidiaries) providing restructuring assistance to the Company (including in certain instances, to its affiliates and subsidiaries including Canwest Limited Partnership and its subsidiaries not party to the Proceeding) the Company hereby establishes a key employee retention plan ("**Plan**"). In the event of the granting of an initial order under the CCAA (the "**Initial Order**"), CMI will thereafter present the Plan to the Court. The Plan as presented to the Court will be subject to the recommendation of the Monitor and approval by the Court. The Plan has been developed to incentivize employees who are critical to the success of the restructuring to remain with the Company through the completion of the restructuring.

ELIGIBILITY

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

RETENTION PAYMENTS

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

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

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

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

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

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

STATUTORY REMITTANCES

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

MISCELLANEOUS

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

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

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

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

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

The Canwest Board may at any time and from time to time amend or terminate this Plan with no advance notice, provided that no such amendment or termination may adversely affect any earned and vested rights or interests of any Participant or Designated Participant, without the consent of that Participant or Designated Participant, or otherwise in the case of Proceedings in accordance with the CCAA, on approval of the Court, and for greater certainty approval of the Court in such instance shall be required in the event that the proposed amendment or termination would result in increased cost to the Company's CCAA estate.

In furtherance of the Plan, the Company may make individual arrangements with a Participant, provided that such arrangements are not materially inconsistent with the Plan and in such case, the provisions of the individual arrangements shall govern to the extent of any inconsistency.

This Plan was approved by the Canwest Board on September 22, 2009 and shall continue to be in effect until all amounts payable under the Plan have been paid.

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

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

DEFINITIONS

Affiliate has the meaning ascribed to it in the CBCA.

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

Company means Canwest Media Inc. and certain of its subsidiaries and affiliates.

Court means the Ontario Superior Court of Justice Commercial List.

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

Monitor means FTI Consulting Canada ULC.

SCHEDULE "A"

CONFIDENTIAL

Name	Employer	Position	Annual Base Compensation	Reasons for Inclusion	Retention Payments	Emergency % Base Comp	Total Potential Payments
EMPLOYEES WHO PERFORM SERVICES ONLY FOR THE CMI GROUP							
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage TV sales, no internal replacement, critical to ongoing national ad sales operations & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage program purchasing and studio relationships, critical to ongoing programming management & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage filings and relationship with CRTC & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage Canadian TV operations, no internal replacement, critical to continued operations of Canadian TV business, replacement unavailable until January 2010	25%	25%	[REDACTED]
EMPLOYEES WHO PERFORM SERVICES FOR BOTH THE CMI GROUP AND THE PUBLISHING GROUP							
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage cash flow and pension programs & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage personnel issues and pension administration. No replacement available to fill gap	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage and maintain corporate and subsidiary legal records. Would be very difficult to replace and outsource of responsibility would be cost prohibitive.	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage internal and external communications & would be difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage legal affairs group, no internal replacement, critical to combined operations, would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	[REDACTED]	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	75.0%	75.0%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to oversee tax structuring, tax compliance and manage ongoing issues with CEA & and would be very difficult to attract replacement. Outsourcing would be cost prohibitive	37.5%	37.5%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	37.5%	37.5%	[REDACTED]

CONFIDENTIAL

	Required to manage cashflow reporting & and would be very difficult to attract replacement	37.5%	37.5%	Remaining to be paid over 1
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Executive contracts - CMI portion				
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]
Executive contracts - LP portion				
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]
CMI	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	[REDACTED]	[REDACTED]	[REDACTED]
3	Total	7,700,822	3,031,607	9,813,213
20	Amounts CMI exclusive	415,844	415,844	831,688
	Amounts CMI/ shared 50% LP recovery from LP payment to LP	2,615,763	6,365,763	8,981,526
		(1,307,881)	(3,182,881)	(4,490,763)
		272,370	272,370	544,741
	Net CMI amount	1,956,086	3,871,005	5,887,191

1. Or earlier, if there is completion of a plan of restructuring, reorganization or arrangement approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis

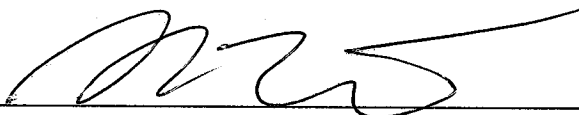
2. Payable only on completion of a plan of restructuring, reorganization or arrangement that is approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis

TAB S

THIS IS EXHIBIT "S" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE

SWORN BEFORE ME

ON THIS 5TH DAY OF OCTOBER, 2009



A COMMISSIONER FOR TAKING AFFIDAVITS
Shawn Irving

THESE ARRANGMENTS ARE BEING MADE PURSUANT TO A KEY EMPLOYEE RETENTION PLAN ESTABLISHED BY CANWEST MEDIA INC., A COPY OF WHICH IS ATTACHED HERETO AS SCHEDULE "A" (THE "MASTER CMI KERP")

**PROPOSED KEY EMPLOYEE RETENTION ARRANGEMENTS
AND POST-EMERGENCE CONSULTING AGREEMENTS FOR
[REDACTED], [REDACTED] AND [REDACTED]
TO BE PROVIDED BY
CANWEST MEDIA INC.**

Executives:	<p>[REDACTED]</p> <p>(each, an "Executive")</p>
CMI KERP and CGCC Group KERP Relationship	<p>The terms of this key employee retention plan ("CMI KERP") are in addition to and in not in substitution of any key employee retention plan provided by Canwest Global Communications Corp. ("CGCC") and certain of its subsidiaries (but specifically excluding Canwest Limited Partnership ("Canwest LP") and its subsidiaries¹ (the "LP Group"), CW Investments Co. and its subsidiaries, and Ten Network Holdings Limited and its subsidiaries) (the "CGCC Group") (the "CGCC Group KERP") during the pendency of the CCAA proceedings for the CGCC Group.</p> <p>Nothing in this CMI KERP shall affect the existing terms of the Executive employment with Canwest Media Inc. ("CMI"); provided however that that such existing terms of employment (including without limitation the extinguishment of certain existing incentive, bonus and severance entitlements as applicable with effect as of the approval by the court of the CGCC Group KERP) are amended by the terms of the CGCC Group KERP. In the event that as it pertains to the Executive's existing terms employment, there is any inconsistency between this CMI KERP and the CGCC Group KERP, the terms of the CGCC Group KERP shall apply.</p>
Key Employee	In accordance with the provisions of the Master CMI KERP (a copy of

¹ References to the LP Group shall include 4501071 Canada Inc. and Canwest Canada Inc.

Retention Plans:

which is attached hereto as Schedule "A") authorizing the entering into of individual arrangements with a participant of the Master CMI KERP, each of the Executives shall be provided with a KERP by CMI (the "CMI KERP") during the pendency of the CCAA proceedings for the CGCC Group.

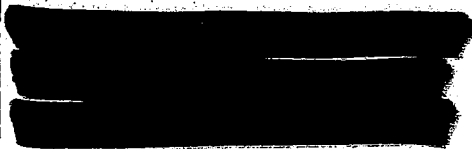
The CMI KERP will be approved by the Court and be subject to a trust fund in the sum of \$3,946,022.00, (the "CMI KERP FUND") established for the benefit of the Executives and certain management employees of CMI (the "CMI Trust"). The terms of each CMI KERP shall be set forth in a definitive agreement between the parties (including the Restructured CGCC), and pending such agreement the terms hereof shall be binding upon CMI and the Executive.

The CMI KERPs will be approved by CGCC's Board of Directors and its Special Committee. The CMI KERPs will also be endorsed by the Chief Restructuring Advisor of the CGCC Group.

The CMI Trust will be subject to the Initial Orders being supported by the CMI DIP Lenders and the Initial Orders will be supported by the Ad Hoc Committee of 8% senior subordinated noteholders.

The CMI KERP shall commence on the date of the CGCC Group filing under CCAA and will terminate on the CGCC Emergence Date.

Each Executive will be provided with KERPs in the following amounts:


The CMI KERP will be payable as follows:

- 25% of the aforementioned CMI KERP entitlements on the earlier of December 31, 2009 and the CGCC Emergence Date; and
- 75% of the aforementioned CMI KERP entitlement, on the CGCC Emergence Date (each payment, a "CMI KERP Payment").

Notwithstanding anything herein contained to the contrary, no CMI KERP Payment (s) shall be made pursuant to this CMI KERP and no obligation or liability by CMI in respect of any CMI KERP Payment to an Executive shall arise unless and until an amount equal to the CMI KERP FUND shall have been paid by or on behalf of Canwest LP to either CMI or to the CMI Trust.

In the event that an Executive's employment is terminated by CMI prior to the CGCC Emergence Date without cause, the Executive will be entitled to receive the full amount of his remaining unpaid CMI KERP Payment(s), if any.

In the event that an Executive is terminated for cause or resigns, then the Executive will not receive any further CMI KERP Payment(s) which may be payable after such date.

In the event that an Executive dies or suffers long-term disability before the date of a CMI KERP Payment, then the Executive (or his estate) will receive the balance of any future CMI KERP Payment still owing.

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

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

The CMI KERP (and CGCC Group KERP) is in lieu of any other agreement between an Executive and CMI save and except for the unaffected terms of employment, unamended by this KERP but which are amended by the terms of the CGCC Group KERP and which shall continue. .

**CANWEST MEDIA INC.
AND CERTAIN OF ITS SUBSIDIARIES**

**KEY EMPLOYEE RETENTION PLAN
FOR IMPLEMENTATION**

CREATION OF THE PLAN

Canwest Media Inc. and certain of its subsidiaries and affiliates (other than Canwest Limited Partnership and its subsidiaries (collectively, the "**Company**") intend to commence restructuring proceedings under either one or more of the *Canada Business Corporations Act* ("**CBCA**") or the *Companies' Creditors Arrangement Act* ("**CCAA**") (in either or both case, the "**Proceedings**"). In order to retain key critical employees (including employees of certain of its subsidiaries) providing restructuring assistance to the Company (including in certain instances, to its affiliates and subsidiaries including Canwest Limited Partnership and its subsidiaries not party to the Proceeding) the Company hereby establishes a key employee retention plan ("**Plan**"). In the event of the granting of an initial order under the CCAA (the "**Initial Order**"), CMI will thereafter present the Plan to the Court. The Plan as presented to the Court will be subject to the recommendation of the Monitor and approval by the Court. The Plan has been developed to incentivize employees who are critical to the success of the restructuring to remain with the Company through the completion of the restructuring.

ELIGIBILITY

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

RETENTION PAYMENTS

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

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

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

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

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

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

STATUTORY REMITTANCES

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

MISCELLANEOUS

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

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

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

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

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

The Canwest Board may at any time and from time to time amend or terminate this Plan with no advance notice, provided that no such amendment or termination may adversely affect any earned and vested rights or interests of any Participant or Designated Participant, without the consent of that Participant or Designated Participant, or otherwise in the case of Proceedings in accordance with the CCAA, on approval of the Court, and for greater certainty approval of the Court in such instance shall be required in the event that the proposed amendment or termination would result in increased cost to the Company's CCAA estate.

In furtherance of the Plan, the Company may make individual arrangements with a Participant, provided that such arrangements are not materially inconsistent with the Plan and in such case, the provisions of the individual arrangements shall govern to the extent of any inconsistency.

This Plan was approved by the Canwest Board on September 22, 2009 and shall continue to be in effect until all amounts payable under the Plan have been paid.

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

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

DEFINITIONS

Affiliate has the meaning ascribed to it in the CBCA.

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

Company means Canwest Media Inc. and certain of its subsidiaries and affiliates.

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

Monitor means FTI Consulting Canada ULC.

SCHEDULE "A"

CONFIDENTIAL

Proposed Key Employee Retention Plan
 Retention Payments
 Dec.31.2009
 % Base Comp
 Emergency
 % Base Comp
 Total Potential
 Payments
 \$

EMPLOYEES WHO PERFORM SERVICES ONLY FOR THE CMI GROUP

Name	Employer	Position	Annual Base Compensation	Reasons for Inclusion	Dec.31.2009 % Base Comp	Emergency % Base Comp	Total Potential Payments
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage TV sales, no internal replacement, critical to ongoing national ad sales operations & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage program purchasing and studio relationships, critical to ongoing programming management & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage filings and relationship with CRTC & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage Canadian TV operations, no internal replacement, critical to continued operations of Canadian TV business, replacement unavailable until January 2010	25%	25%	[REDACTED]

EMPLOYEES WHO PERFORM SERVICES FOR BOTH THE CMI GROUP AND THE PUBLISHING GROUP

[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage cash flow and pension programs & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage personnel issues and pension administration, no replacement available to fill gap	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage and maintain corporate and subsidiary legal records, would be very difficult to replace and outsourcing of responsibility would be cost prohibitive	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage internal and external communications & would be difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage legal affairs group, no internal replacement, critical to continued operations, would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	75.0%	75.0%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to oversee tax structuring, tax compliance and manage ongoing issues with CRA & and would be very difficult to attract replacement, Outsourcing would be cost prohibitive	37.5%	37.5%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	37.5%	37.5%	[REDACTED]

CONFIDENTIAL

	By December 31 On emergence	37.5%	37.5%	Remaining to be paid over 1
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Executive contracts - CMI portion	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Executive contracts - LP portion	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total	7,700,822	3,031,607	6,761,607	9813,218
		415,844	415,844	831,688
		2,615,763	6,365,763	8,981,526
		(1,907,881)	(3,182,881)	(4,990,762)
		272,370	272,370	544,741
		1,986,085	3,874,085	5,867,191

1. Or earlier if there is completion of a plan of restructuring, reorganization or arrangement approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis.
 2. Payable only on completion of a plan of restructuring, reorganization or arrangement that is approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis.

TAB T

THIS IS EXHIBIT "T" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE

SWORN BEFORE ME

ON THIS 5TH DAY OF OCTOBER, 2009



A COMMISSIONER FOR TAKING AFFIDAVITS

Shawn Irving

**PROPOSED KEY EMPLOYEE RETENTION ARRANGEMENTS
AND POST-EMERGENCE EMPLOYMENT ARRANGEMENTS FOR
[REDACTED] AND [REDACTED]
TO BE PROVIDED BY
CANWEST GLOBAL COMMUNICATIONS CORP.**

<p>Executives:</p>	<p>[REDACTED]</p> <p>(each, an "Executive")</p> <p>These arrangements are being made pursuant to a Key Employee Retention Plan established by Canwest Media Inc., a copy of which is attached hereto as Schedule "A".</p>
<p>Employer:</p>	<p>The employer of all the Executives other than [REDACTED] shall remain Canwest Media Inc. ("CMI") and the employer of [REDACTED] shall remain Canwest Limited Partnership ("Canwest LP"), in all cases until the emergence of Canwest Global Communications Corp. ("CGCC") and certain of its subsidiaries (but specifically excluding Canwest LP and its subsidiaries (collectively, the "LP Group"), CW Investments Co. and its subsidiaries, and Ten Network Holdings Limited and its subsidiaries) during the pendency of the CCAA proceedings (the "CGCC Group") and following emergence, the "Restructured CGCC Group") from CCAA proceedings. Thereafter, the employment of the Executives other than [REDACTED] may be assigned to any member of the Restructured CGCC Group in accordance with the terms and conditions hereof.</p> <p>All of the Executives' existing terms of employment shall continue unamended during the pendency of the CGCC's Group's CCAA proceedings, save and except with respect to any incentive arrangements which are based upon restructuring transactions pursuant to the Executives' existing employment agreements (including without limitation the "Reorganization Incentive Arrangements" provided in Section 4 of certain employment amending agreements dated April 8, 2009), (the "Existing Reorganization Incentives"). Effective as of the approval by the court of the KERP defined and described below, the Executives' entitlement to the Existing Reorganization Incentives shall terminate and shall be replaced with the KERP. All other existing terms of employment shall continue unamended in all other respects including any existing entitlements under the retirement compensation agreement terminated May 23, 2009 as provided for in their existing employment agreements.</p>

Key Employee Retention Plans:

Each of the Executives shall be provided with a KERP by the CGCC Group (the "CGCC Group KERP") during the pendency of the CGCC Group CCAA proceedings.

The CGCC Group KERP will be approved by the court and subject to a charge (the "CGCC KERP Charge") which will rank in priority after the Administrative Charge and the DIP Charge, *pari passu* with the Directors' Charge and ahead of all other charges in the Initial CCAA Orders (as such terms are defined in the Initial CCAA Order).

The CGCC Group KERP shall commence on the date of the CGCC Group filing under CCAA and will terminate on the date that the CGCC Group emerges from CCAA proceedings (the "CGCC Emergence Date").

Each Executive will be provided with a KERP in the following amounts:

██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████

in each case less the aggregate amount of any contribution paid over by LP to fund the KERP and actually received from the proceeds of the Escrow Account or Trust Account if any. The CGCC Group KERP will be payable as follows:

- 50% of the aforementioned CGCC Group KERP entitlements on December 31, 2009, and
- 50% of the aforementioned CGCC Group KERP entitlements on the CGCC Emergence Date

(each payment, a "CGCC Group KERP Payment").

In the event that an Executive's employment is terminated by CMI prior to the CGCC Emergence Date without cause, the Executive will be entitled to receive the full amount of his or her remaining unpaid CGCC Group KERP Payment(s) immediately upon termination.

If the Executive is terminated for cause, or resigns, then the Executive shall not receive any further CGCC Group KERP Payments.

In the event that an Executive dies or suffers a long term disability prior to the CGCC Emergence Date, the Executive (or his or her estate) will be entitled to receive the balance of any remaining unpaid CGCC Group KERP Payment.

All CGCC Group KERP Payments will be considered earnings from the Executive's employment and subject to income tax and other statutory deductions required by law or as agreed by the Executive.

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

The CGCC Group KERP Payments shall be paid to the Executive in lieu of any other Existing Restructuring Incentives to which the Executive may

	<p>be entitled pursuant to any other agreement between an Executive and any member of the CGCC Group, including CMI.</p>
<p>Post-emergence Employment Agreements</p>	<p>Following the CGCC Emergence Date, the employment of each Executive (other than ██████ who is employed by Canwest LP) shall continue unamended with CMI or, in the alternative, be assigned to any other member of the Restructured CGCC Group on terms and conditions of employment (including salary, incentive compensation, benefits and termination and severance entitlements) substantially similar to those currently available to each Executive (but excluding, for greater certainty, the Existing Reorganization Incentives and the retirement compensation arrangements (the "RCA")). Where the employment of an Executive is assigned by CMI to another member of the Restructured CGCC Group, the Executive shall be credited with continuous years of service in respect of his or her tenure with CMI and its predecessor and/or affiliated companies.</p> <p>In the event that CMI or any other member of the Restructured CGCC Group offers an Executive continued employment on terms and conditions of employment less favourable, in aggregate, than those currently available to the Executive (but excluding, for greater certainty, the Existing Reorganization Incentives and the RCA), and provided that a Termination Event has occurred (as such term is defined in the employment amending agreements dated April 8, 2009, but without taking into account the loss of the Existing Reorganization Incentives and the RCA), such Executive shall be entitled to terminate his or her employment upon two weeks' notice in writing and shall be entitled to the termination and/or severance package described and provided for in his or her existing employment agreement or, in the case of ██████ to a termination and/or severance package calculated in accordance with CMI's current practices or in accordance with common law, whichever yields greater compensation. For greater certainty, it is understood and agreed that such employment shall continue to be located in Winnipeg, Manitoba.</p> <p>In the event that an Executive elects to accept an offer of continued employment on terms and conditions of employment less favourable than those currently available to the Executive, the revised terms of employment shall, at a minimum, provide for termination and severance entitlements equivalent to those currently available to the Executive (but excluding, for greater certainty, the Existing Reorganization Incentives and the RCA). In the event that ██████ accepts such an offer, an employment agreement on mutually acceptable terms including termination and severance entitlements will be negotiated.</p>
<p>Post-emergence Transitional Services Agreements</p>	<p>In the event that CMI or any other member of the Restructured CGCC Group terminates the employment of an Executive or offers employment on terms and conditions of employment less favourable, in the aggregate, than those currently available to the Executive, the Restructured CGCC Group may nonetheless offer the Executive employment on a transitional basis on terms and conditions to be negotiated. Such terms and conditions</p>

- 4 -

	<p>of transitional employment shall provide for a stay bonus equal to 50% of his or her base compensation for the period during which he or she is being requested to provide transitional services as an incentive for the Executive to provide those services for the period required. In the event that an Executive's transitional services are required by both Restructured CGCC Group and the Restructured LP Group, then the aggregate cost of such Executive's transitional services (including salary, benefits and stay bonuses) shall be borne 50% by each of Restructured CGCC Group and the Restructured LP Group. For greater certainty, the obligation on the employer to pay, and the right of the Executive to receive, termination and severance pursuant to the Executive's employment agreement are triggered upon either of termination of the Executive, or the constructive dismissal of the Executive and such amounts are payable upon the termination or constructive dismissal, as the case may be, without regard to whether the Executive elects to accept offer of transitional employment.</p>
Resignations	<p>Each Executive who serves as a director and/or officer of the entities in the CGCC Group as of the date upon which the court approves the KERP, will continue as a director and/or officer of the entities in the CGCC Group, subject to a Directors' Charge for the CGCC Group, as part of the Initial CCAA Orders being sought under the CCAA proceedings being satisfactory to the Executive. It is acknowledged and understood however, that an Executive shall be entitled to resign as a director and/or officer of any of the entities in the CGCC Group if he or she determines, on a good faith basis, after consultation with his or her counsel and with counsel to the CGCC Group, that such resignation is reasonably necessary in the circumstances to protect the Executive from any directors' and officers' liability howsoever arising.</p>
Repudiation	<p>Neither CMI nor any member of the CGCC Group shall cause the KERP or any of the existing employment agreements (as amended by the deletion of the Existing Reorganization Incentives) to be repudiated as part of the CGCC Group's CCAA proceedings.</p>
Binding Agreement	<p>As soon as is reasonably practicable following the approval of the court of the KERP, CMI and each of the Executives (other than [REDACTED] who is employed by Canwest LP) shall execute formal employment amending agreements which shall incorporate the terms hereof, but unless or until such time, this term sheet will be binding upon CMI and/or the Restructured CGCC Group, as applicable, and each of the Executives.</p>

**CANWEST MEDIA INC.
AND CERTAIN OF ITS SUBSIDIARIES**

**KEY EMPLOYEE RETENTION PLAN
FOR IMPLEMENTATION**

CREATION OF THE PLAN

Canwest Media Inc. and certain of its subsidiaries and affiliates (other than Canwest Limited Partnership and its subsidiaries (collectively, the "**Company**") intend to commence restructuring proceedings under either one or more of the *Canada Business Corporations Act* ("**CBCA**") or the *Companies' Creditors Arrangement Act* ("**CCAA**") (in either or both case, the "**Proceedings**"). In order to retain key critical employees (including employees of certain of its subsidiaries) providing restructuring assistance to the Company (including in certain instances, to its affiliates and subsidiaries including Canwest Limited Partnership and its subsidiaries not party to the Proceeding) the Company hereby establishes a key employee retention plan ("**Plan**"). In the event of the granting of an initial order under the CCAA (the "**Initial Order**"), CMI will thereafter present the Plan to the Court. The Plan as presented to the Court will be subject to the recommendation of the Monitor and approval by the Court. The Plan has been developed to incentivize employees who are critical to the success of the restructuring to remain with the Company through the completion of the restructuring.

ELIGIBILITY

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

RETENTION PAYMENTS

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

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

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

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

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

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

STATUTORY REMITTANCES

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

MISCELLANEOUS

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

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

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

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

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

The Canwest Board may at any time and from time to time amend or terminate this Plan with no advance notice, provided that no such amendment or termination may adversely affect any earned and vested rights or interests of any Participant or Designated Participant, without the consent of that Participant or Designated Participant, or otherwise in the case of Proceedings in accordance with the CCAA, on approval of the Court, and for greater certainty approval of the Court in such instance shall be required in the event that the proposed amendment or termination would result in increased cost to the Company's CCAA estate.

In furtherance of the Plan, the Company may make individual arrangements with a Participant, provided that such arrangements are not materially inconsistent with the Plan and in such case, the provisions of the individual arrangements shall govern to the extent of any inconsistency.

This Plan was approved by the Canwest Board on September 22, 2009 and shall continue to be in effect until all amounts payable under the Plan have been paid.

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

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

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Monitor means FTI Consulting Canada ULC.

SCHEDULE "A"

CONFIDENTIAL

Name	Employer	Position	Annual Base Compensation	Rationale for Inclusion	Proposed Key Employee Retention Plan		Total Potential Payments
					Retention Payments	Emergency % Base Comp	
EMPLOYEES WHO PERFORM SERVICES ONLY FOR THE CMI GROUP							
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage TV sales, no internal replacement, critical to ongoing national ad sales operations & and would be very difficult to attract replacement.	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage program purchasing and studio relationships, critical to ongoing programming management & and would be very difficult to attract replacement.	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage things and relationship with CRTG & and would be very difficult to attract replacement.	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage Canadian TV operations, no internal replacement, critical to continued operations of Canadian TV business, replacement unavailable until January 2010	25%	25%	[REDACTED]
EMPLOYEES WHO PERFORM SERVICES FOR BOTH THE CMI GROUP AND THE PUBLISHING GROUP							
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage cash flow and pension programs & would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Replacement available to fill gap	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage and maintain corporate and subsidiary/legal records. Would be very difficult to replace and outsourcing of responsibility would be cost prohibitive.	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage internal and external communications & would be difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage legal affairs group, no internal replacement, critical to continued operations, would be very difficult to attract replacement	25%	25%	[REDACTED]
[REDACTED]	CTLP	[REDACTED]	[REDACTED]		25%	25%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	75.0%	75.0%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to oversee tax structuring, tax compliance and manage ongoing issues with CRA & and would be very difficult to attract replacement. Outsourcing would be cost prohibitive	37.5%	37.5%	[REDACTED]
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to execute of arrangement or compromise & and would be very difficult to attract replacement	37.5%	37.5%	[REDACTED]

CONFIDENTIAL

	Required to increase cashflow reporting & and would be very difficult to attract replacement	37.5%	37.5%	Remaining to be paid over 1.
CMI	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4				
13				
Executive contracts - CMI portion				
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Executive contracts - LP portion				
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3				
Total				
	7,700,822	3,031,607	6,781,607	9,813,213
20		415,844	415,844	831,688
		2,615,763	6,365,763	8,981,526
		(1,307,881)	(3,182,881)	(4,490,763)
		272,370	272,370	544,741
		1,986,095	3,871,095	5,857,191

1. Or earlier if there is completion of a plan of restructuring, reorganization or arrangement approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis
 2. Payable only on completion of a plan of restructuring, reorganization or arrangement that is approved by creditors & the Court, or sale of all or substantially all of the Company's assets on a going concern basis

TAB U

THIS IS EXHIBIT "U" REFERRED TO IN THE

AFFIDAVIT OF JOHN E. MAGUIRE

SWORN BEFORE ME

ON THIS 5TH DAY OF OCTOBER, 2009

A handwritten signature in black ink, appearing to read 'S. Irving', is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

Shawn Irving



RBC Dominion Securities Inc.
P.O. Box 50
Royal Bank Plaza
Toronto, Ontario M5J 2W7
Telephone: (416) 842-2000

STRICTLY PRIVATE AND CONFIDENTIAL

December 10, 2008

Canwest Global Communications Corp.
3100 Canwest Place
201 Portage Avenue
Winnipeg, Manitoba R3B 3L7

Attention: Mr. Leonard J. Asper, President and Chief Executive Officer

Dear Sirs and Mesdames:

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

1. Services

RBC's services in connection with its engagement hereunder will be provided by Messrs Peter Buzzi and Richard Grudzinski, as long as they are employed full time in RBC's Global Investment Banking department, and such other personnel acting under their direction as they determine to be appropriate. To the extent that Messrs. Buzzi or Grudzinski are no longer so employed, RBC shall assign other individuals with appropriate backgrounds and expertise to lead the RBC team. RBC's services will include providing financial analysis and advice on structuring and implementing certain strategic recapitalization and restructuring transaction alternatives. Without limiting the foregoing, such assistance may include:

- (a) reviewing the financial position of the Company;
- (b) assisting the Company in considering any strategic recapitalization or restructuring transaction alternatives available to the Company and evaluating their feasibility and impact on the Company and its securityholders;
- (c) assisting the Company in developing, evaluating and, if deemed advisable by the Company, advising and assisting the Company in structuring and implementing any recapitalization, reorganization or restructuring of the Company's or any of its subsidiaries' or affiliates' existing indebtedness, including without limitation, revolving or term bank loans and other senior secured credit facilities, senior

subordinated notes and other unsecured notes, indentures and facilities, and any other liabilities, obligations, arrangements or other indebtedness, liabilities or obligations (collectively "Existing Debt"), without limitation through purchase or repurchase, exchange or financing or refinancing, by way of exchange of all or part of any of the Existing Debt for cash or alternative debt or equity securities of the Company or its subsidiaries or affiliates, as the case may be, conversion, cancellation, forgiveness, retirement, and/or material modification or amendment to the terms, conditions or covenants, extension of the maturity or other rescheduling, financing, refinancing, renegotiation or amendment thereof, including pursuant to a repurchase or an exchange transaction or a solicitation of consents, waivers, acceptances or authorizations (any of the foregoing referred to as a "Restructuring");

- (d) soliciting, if requested by the Company, investors to purchase debt (which may include debt securities that are convertible or exchangeable for equity securities) or equity securities of the Company or its subsidiaries or affiliates (such equity securities or debt securities, being referred to herein as an "Equity Placement" or a "Debt Placement", respectively);
- (e) if requested by the Company, assisting the Company in developing, evaluating and, if deemed advisable by the Company, implementing a sale of all or substantially all of the outstanding shares of the Company or any of the Company's subsidiaries, assets and/or businesses (a "Sale");
- (f) if requested by the Company, assisting the Company in renegotiating ("CW Media Renegotiation") its indirect ownership interest in CW Investments Co. and its subsidiaries, including CW Media Inc. ("CW Media") or the amended and restated shareholders agreement dated as of August 15, 2007 and amended and restated as of January 4, 2008 to which the Company's subsidiaries, Canwest Media Inc. and 4414616 Canada Inc. are parties (the "CW Media Shareholders' Agreement"); and/or
- (g) if requested by the Company, assisting the Company in developing, evaluating and, if deemed advisable by the Company, implementing other restructuring alternatives.

The Company agrees that it will not effect a CW Media Renegotiation with the assistance of a financial advisor other than RBC but, for greater certainty, may effect a CW Media Renegotiation without the assistance of a financial advisor.

2. Information

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

auditors, consultants and financial and other professional advisors of the Company and its subsidiaries.

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

The Company agrees to furnish RBC with the names of all parties with which the Company has had discussions or contacts during the past 6 months concerning a possible Restructuring, Sale (other than a possible Sale of any of the assets or businesses disclosed in Schedule A), Equity Placement, Debt Placement or CW Media Renegotiation and to notify RBC promptly if any person contacts or approaches the Company or, to the knowledge of the Company, any of its directors, officers or employees in connection with a possible Restructuring, Sale (other than a possible Sale of any of the assets or businesses disclosed in Schedule A), Equity Placement, Debt Placement or CW Media Renegotiation or an expression of interest therein.

3. Fees

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

- (a) *Retainer Fee*: a Retainer Fee of \$250,000, due and payable upon execution of this agreement for services rendered up to and including February 10, 2009.
- (b) *Work Fee*: a Work Fee of \$75,000 per month, due and payable monthly in advance for each month that RBC is actively advising the Company, commencing on February 10, 2009.
- (c) *Restructuring Fee*: a Restructuring Fee based on the face value (or amount drawn at the time of the closing of the Restructuring in the case of the Canwest Media Inc. senior secured revolving loan facility) of Existing Debt which is subject in any manner to a Restructuring (the "Restructured Indebtedness"), payable upon closing of such Restructuring and calculated as follows:

provided that, if more than one Restructuring is completed during the term of this engagement or the twelve month period following termination of this engagement, the amount of the second or any subsequent Restructuring Fee payable to RBC shall be equal to the difference between the Restructuring Fee calculated using the fees grid above for the aggregate amount of Restructured

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Indebtedness that has been Restructured as of the date of closing of such second or subsequent Restructuring less the aggregate amount of all Restructuring Fees for all prior Restructurings calculated using the fees grid above.

If the Restructured Indebtedness is an amount other than as indicated above and is between and a linear interpolation of the amounts indicated above will be used to calculate the Restructuring Fee. For example, Restructured Indebtedness of . would result in a Restructuring Fee of

No Restructuring Fee will be payable to RBC in connection with any Restructuring of Existing Debt of any subsidiary of the Company that is not wholly-owned by the Company, unless RBC is specifically requested by the Company to advise on such Restructuring.

- (d) Equity Financing Fee: an Equity Financing Fee of of the gross amount of any Equity Placement, payable upon closing of the Equity Placement. To the extent that any Equity Placement involves more than two unaffiliated purchasers of such Equity Placement, the Company, at its option, may appoint other underwriters or agents to work with RBC to complete such Equity Placement in which case the Equity Financing Fee will be payable to all such underwriters or agents collectively, provided that RBC shall be the lead underwriter or lead agent and sole book runner for such Equity Placement with a minimum allocation of

- (e) **Debt Financing Fee:** a Debt Financing Fee for a Debt Placement to one or two unaffiliated purchasers or lenders, payable upon closing of the Debt Placement, and calculated as a percentage of the gross amount of such Debt Placement as follows:

To the extent that any Debt Placement is to more than two unaffiliated purchasers or lenders, the Company, at its option, may appoint other underwriters or agents to work with RBC to complete such Debt Placement and the Debt Financing Fee for such a Debt Placement will be negotiated with such underwriters or agents (including RBC) in good faith based on then prevailing industry practice for such Debt Placement and shall be payable to all such underwriters or agents collectively,

- (f) **Sale Fee:** a Sale Fee based on the Gross Proceeds (as defined below) of disposition from any Sale which, for greater certainty shall specifically exclude the sale of any of the assets or businesses disclosed in Schedule A unless the Company has specifically requested RBC to assist with any such sale or such assets or businesses in Schedule A are included in a Sale of all or a substantial portion of the television or publishing assets or businesses of the Company or its subsidiaries, payable upon closing of such Sale and calculated as follows:

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provided that, if more than one Sale is completed during the term of this engagement or the twelve month period following termination of this engagement, the amount of the second or any subsequent Sale Fee shall be equal to the difference between the Sale Fee calculated using the fees grid above for the aggregate Gross Proceeds of disposition from all such Sales as of the date of closing of such second or subsequent Sale less the aggregate amount of all Sale Fees for all prior Sales calculated using the fees grid above.

If the Gross Proceeds are an amount other than as indicated above and are between : a linear interpolation of the amounts indicated above will be used to calculate the Sale Fee. For example, Gross Proceeds of would result in a Sale Fee of

No Sale Fee shall be paid to RBC on any Sale (in any form or manner) of all or any portion of the Company's indirect interest in CW Media that is required by the terms of the CW Media Shareholders' Agreement, unless the Company has specifically requested RBC to advise on such Sale.

"Gross Proceeds" for purposes of calculating the Sale Fee shall include all amounts received by the Company or any subsidiary, shareholder or creditor of the Company (other than any payments in respect of a working capital adjustment made more than 90 days following the closing of such Sale or in compensation for indemnity claims pursuant to the agreement of purchase and sale) either from the purchaser or by way of special distributions or dividends, in connection with the Sale, including cash, securities, property, delayed payments from earn-outs or the exercise of options or rights, plus any debt or obligations for borrowed money assumed, forgiven or retired. For purposes of payment of the Sale Fee with respect to any portion of the Gross Proceeds that are not received at the closing of the Sale, such proceeds receivable shall be discounted to and valued at the date of closing in a manner determined by RBC and the Company in good faith, and the Sale Fee with respect to such proceeds shall be payable to RBC at closing based on such valuation. Any non-cash consideration shall be assessed at its fair market value as of the closing date of the transaction. If all or a portion of the non-cash

consideration is in the form of listed securities, the fair market value of such securities shall be assessed at the volume weighted average trading price of such securities on their principal trading exchange for the five consecutive trading days ending the last trading day prior to the closing date of the transaction.

- (g) **CW Media Renegotiation Fee:** a fee of \$3.0 million payable upon completion of a CW Media Renegotiation in respect of which the Company has requested RBC to provide assistance.
- (h) **Other Alternatives Fee:** a fee to be negotiated by the Company and RBC in good faith based on then prevailing industry practice if the Company requests RBC to assist the Company in developing, evaluating and, if deemed advisable by the Company, implementing any other restructuring alternatives not contemplated by sections 3 (c) through 3 (g) (an "Other Alternative Transaction").

100% of the Retainer Fee and any Work Fees paid to or earned by RBC up to the time of payment to RBC of any Restructuring Fee, Equity Financing Fee, Debt Financing Fee, Sale Fee, CW Media Renegotiation Fee or Other Alternative Fee (collectively, a "Success Fee") during the term of this engagement or during the period of twelve (12) months after termination of this engagement in accordance with the immediately following paragraph of this letter agreement will be credited against such Success Fee. For greater certainty, the Company and RBC acknowledge that the Retainer Fee and any Work Fees will be credited once and only once against any and all Success Fees.

RBC shall be entitled to any Restructuring Fees or Sale Fees to which it would have been entitled during the term of this engagement under subsections 3(c) or 3(f) above, respectively, if such a Restructuring or Sale, as the case may be, is completed following termination of this engagement involving any party, whether or not solicited by RBC, pursuant to a contract, agreement or transaction entered into during the term of this engagement or during a period of twelve (12) months after termination of this engagement. RBC shall be entitled to the Equity Financing Fees or Debt Placement Fees to which it would have been entitled under subsection 3(d) or 3(e) above, respectively, if an Equity Placement or Debt Placement is completed without

using RBC during a period of twelve (12) months after termination of this engagement. If such Equity Placement or Debt Placement involves more than two unaffiliated purchasers, such fee shall be calculated on the basis that RBC received its minimum allocation. If the Company requests RBC to assist with any CW Media Renegotiation during the term of this engagement, RBC shall be entitled to the CW Media Renegotiation Fee to which it would have been entitled during the term of this engagement under subsection 3(f) above if a CW Media Renegotiation is completed during a period of twelve (12) months after termination of this engagement.

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

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

4. Related Engagements

To the extent that the Company requires any of the following additional services from a financial advisor or investment bank during the term of this engagement and the Company requests RBC to provide such services, the terms and conditions relating to such services will be outlined in a separate agreement and the fees for such services will be in addition to fees payable hereunder:

- (a) the provision of a formal valuation or fairness opinion;
- (b) interest rate, currency exposure and commodity transactions or hedges; or
- (c) financial advisory assistance, should the Company or any of its subsidiaries or affiliates, as the case may be, receive an unsolicited acquisition or business combination proposal, or become subject to a third-party proxy solicitation or significant common share accumulation.

Any such agreement will be negotiated separately and in good faith and be consistent with then prevailing industry practice.

In addition, if during the term of this engagement or during the period of twelve (12) months following termination of this engagement the Company or any of its wholly-owned subsidiaries commences, or there are commenced against the Company or any of its wholly-owned subsidiaries, proceedings under, or the implementation of a proposal, reorganization or arrangement pursuant to proceedings under, applicable corporate, restructuring, arrangement, reorganization or similar laws of any jurisdiction now or hereafter in effect, the Company will, subject to the discretion of the relevant court as necessary, engage RBC on terms and conditions identical to the terms and conditions hereof.

5. Term of Engagement

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

6. Indemnification

The Company hereby agrees to indemnify RBC in accordance with Schedule B hereto, which Schedule B forms part of this letter agreement and the consideration for which is the entering into of this letter agreement. Such indemnity (the "Indemnity") shall be executed and delivered to RBC on the execution of this letter agreement and shall be in addition to, and not in substitution for, any liability which the Company or any other person may have to RBC or to other persons indemnified pursuant to the Indemnity apart from the Indemnity. The Indemnity shall apply to all services contemplated herein, including, without limitation, any additional services contemplated by section 4 above.

7. Confidentiality

RBC acknowledges that all information provided to it by the Company pursuant to this agreement is subject to the terms of the confidentiality agreement between the Company and RBC dated December 12, 2008 (the "Confidentiality Agreement").

The advice or opinions of RBC, including any background or supporting materials or analysis, shall not be publicly disclosed or referred to or provided to any third party by the Company without the prior written consent of RBC, provided that the Company may disclose such advice to its counsel and auditors and may reference any advice provided in connection with any court proceedings to which the Company may become a party with the prior written consent of RBC, such consent not to be unreasonably withheld.

8. Acknowledgement of Securities Activities

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

it in connection with its engagement pursuant to this agreement from the personnel employed in such departments.

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

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

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

9. Publicity

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

10. Other Matters

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

This letter agreement and the Confidentiality Agreement incorporate the entire agreement between the parties with respect to the subject matter of this agreement, and may not be amended or modified except in writing. This letter agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This agreement shall be

governed by and construed in accordance with the laws of the Province of Ontario and the parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. All financial references in this agreement are to Canadian dollars unless otherwise indicated. If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this letter agreement. Unless otherwise defined herein, terms which are used in this letter agreement which are defined in the Securities Act (Ontario) shall have the meaning set forth therein for purposes of this letter agreement. This letter agreement may be executed in one or more facsimile counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

11. Acceptance

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

Yours very truly,

RBC DOMINION SECURITIES INC.

By: 

Name (Print): Peter Buzzi

Title (Print): Managing Director

Accepted and agreed to as of the 10th day of December, 2008.

CANWEST GLOBAL COMMUNICATIONS CORP.

By: 

Name (Print): _____

Title (Print): _____

By: 

Name (Print): _____

Title (Print): _____

SCHEDULE A
ASSETS AND BUSINESSES CURRENTLY RESERVED FOR SALE

SCHEDULE B INDEMNITY

In connection with the engagement (the "Engagement") of RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, pursuant to an engagement letter (the "Engagement Letter") between RBC and Canwest Global Communications Corp. (the "Company") dated December 10, 2008, the Company agrees to indemnify and hold harmless RBC, each of its subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents and each other person, if any, controlling RBC or any of its subsidiaries or affiliates (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), from and against any and all losses, expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, joint or several, including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel (collectively, the "Losses") that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation or claim that may be made or threatened by any person or in enforcing this indemnity (collectively the "Claims") insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement. The Company agrees to waive any right the Company may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with the Engagement except to the extent any Losses suffered by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the negligence or wilful misconduct of such Indemnified Party. The Company will not, without RBC's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless the Company has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

Promptly after receiving notice of a Claim against RBC or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, RBC or any such other Indemnified Party will notify the Company in writing of the particulars thereof, provided that the omission so to notify the Company shall not relieve the Company of any liability which the Company may have to RBC or any other Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required prejudices the defense of such Claim or results in any material increase in the liability which the Company has under this indemnity. The Company shall have 14 days after receipt of the notice to undertake, conduct and control, through counsel of its own choosing and at its own expense, the settlement or defense of the Claim. If the Company undertakes, conducts and controls the settlement or defense of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim.

The foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject were primarily caused by the negligence or wilful misconduct of the Indemnified Party.

If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to RBC or any other Indemnified Party or insufficient to hold RBC or any other Indemnified Party harmless in respect of a Claim, the Company shall contribute to the amount paid or payable by RBC or the other Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and RBC or any other Indemnified Party on the other hand but also the relative fault of the Company, RBC or any other Indemnified Party as well as any relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by RBC or any other Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by RBC under the Engagement Letter.

The Company hereby constitutes RBC as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to those persons and RBC agrees to accept that trust and to hold and enforce those covenants on behalf of those persons.

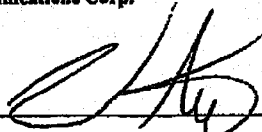
The Company also agrees to reimburse RBC for the time spent by its personnel in connection with any Claim at their normal per diem rates. RBC may retain counsel to separately represent it in the defense of a Claim, which shall be at the Company's expense if (i) the Company does not promptly assume the defense of the Claim no later than 14 days after receiving actual notice of the Claim, (ii) the Company agrees to separate representation or (iii) RBC is advised by counsel that there is an actual or potential conflict in the Company's and RBC's respective interests or additional defenses are available to RBC, which makes representation by the same counsel inappropriate.

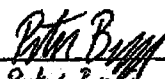
The obligations of the Company hereunder are in addition to any liabilities which the Company may otherwise have to RBC or any other Indemnified Party.


DATED as of December 10, 2008

Canwest Global Communications Corp.

RBC Dominion Securities Inc.

By: 
Name (Print): _____
Title (Print): _____

By: 
Name (Print): Peter Buzza
Title (Print): Managing Director

By: 
Name (Print): _____
Title (Print): _____



RBC Dominion Securities Inc.
P.O. Box 50
Royal Bank Plaza
Toronto, Ontario M5J 2W7
Telephone: (416) 842-2000

STRICTLY PRIVATE AND CONFIDENTIAL

January 20, 2009

Canwest Global Communications Corp.
3100 Canwest Place
201 Portage Avenue
Winnipeg, Manitoba R3B 3L7

Attention: Mr. Leonard J. Asper, President & Chief Executive Officer

Dear Sirs and Mesdames:

Canwest Global Communications Corp. (the "Company") and RBC Dominion Securities Inc. ("RBC") are parties to an engagement letter (the "Engagement Letter") dated December 10, 2008 (attached as Schedule I hereto), under which the Company engaged RBC as its financial advisor.

RBC understands that the Company wishes RBC to also assist with the sale of CJNT-TV and CHBC-TV and, as such, the Company and RBC agree that the Engagement Letter is hereby amended to exclude reference to "CJNT-TV and CHBC-TV" in Schedule A of the Engagement Letter.

The parties hereto agree that this amending letter shall not in any way affect the rights and obligations of the parties as provided for in the Engagement Letter except as expressly contemplated hereby and such rights and obligations otherwise remain in full force and effect.

This amending letter may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

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

RBC DOMINION SECURITIES INC.

By: Peter Buzzi

Name (Print): Peter Buzzi

Title (Print): Managing Director

Accepted and agreed to as of the 20th day of January, 2009

CANWEST GLOBAL COMMUNICATIONS CORP.

By:  _____

Name (Print): _____

Title (Print): _____

By:  _____

Name (Print): _____

Title (Print): _____



RBC Dominion Securities Inc.
P.O. Box 50
Royal Bank Plaza
Toronto, Ontario M5J 2W7
Telephone: (416) 842-2000

STRICTLY PRIVATE AND CONFIDENTIAL

October 5, 2009

Canwest Global Communications Corp.
3100 Canwest Place
201 Portage Avenue
Winnipeg, Manitoba R3B 3L7

Attention: Mr. Leonard J. Asper, President & Chief Executive Officer

Dear Sirs and Mesdames:

Canwest Global Communications Corp. ("**Canwest Global**") and RBC Dominion Securities Inc. ("**RBC**") are parties to an engagement letter dated December 10, 2008 as amended January 20, 2009 (collectively, the "**Engagement Letter**") under which Canwest Global engaged RBC as its financial advisor. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Engagement Letter.

In consideration of the services provided and to be provided by RBC set forth in paragraph 1 of the Engagement Letter (including the services described in subparagraph 1(f) only to the extent that RBC is requested to provide such services in accordance with this amending letter and including the services described in subparagraph 1(d) relating to an Equity Placement), RBC's entitlement to fees for services rendered to Canwest Global shall, from the date hereof, be limited to the fee arrangements set out in this amending letter as follows (and, to the extent applicable, the Engagement Letter shall be amended and/or construed to the extent necessary to give effect to this amending letter):

1. RBC shall continue to be paid the monthly Work Fee of \$75,000 per month pursuant to subparagraph 3(b) of the Engagement Letter;
2. As contemplated by subparagraphs 1(f) and 3(g) of the Engagement Letter, in the event Canwest Global requests RBC to assist with a CW Media Renegotiation (which assistance has not been requested as of the date hereof), Canwest Global shall pay RBC a fee of \$3 million upon completion of any such CW Media Renegotiation. The Engagement Letter is hereby amended to provide that Canwest Global and RBC acknowledge and agree that a request to RBC to so assist it will not be effective unless accompanied by the prior written consent of the Ad Hoc Committee of the holders of 8% Senior Subordinated Notes due 2012 issued by Canwest Media Inc. (the "**Committee**"). As contemplated by the paragraph at the end of Section 1 of the Engagement Letter,

Canwest Global also acknowledges and agrees that it will not effect a CW Media Renegotiation with the assistance of a financial advisor other than RBC (but, the Engagement Letter is hereby amended to provide that the Committee may participate in a CW Media Renegotiation with the assistance of its financial advisor without giving rise to fees payable to RBC);

3. The Engagement Letter is hereby amended to provide that in the event Canwest Global raises any new debt financing other than from CIT Business Credit Canada Inc. and/or the Committee or any member thereof, and/or other than related to the rollover or replacement by holders who are or were members of the Committee or on a *pro rata* basis by holders of the 8% Senior Subordinated Notes due 2012 of the \$85 million intercompany loan advanced on October 1, 2009, RBC shall be paid upon completion of any debt financing a fee of 0.5% of the amount of such debt financing, without any further credit against any other fees paid or payable to RBC under the Engagement Letter. For greater certainty, any debt issued to creditors in respect of claims compromised pursuant to the plan of arrangement under any proceedings under the *Companies' Creditors Arrangement Act* ("CCAA") shall not give rise to any fees payable to RBC pursuant to this Section 3;
4. No fees shall be payable to RBC pursuant to the Engagement Letter or this amending letter in respect of any transaction involving Canwest (Canada) Inc., Canwest Limited Partnership or any of its subsidiaries (including, for greater certainty, Canwest Publishing Inc./Publications Canwest Inc. and Canwest Books Inc.) (collectively the "LP Entities"), provided that nothing herein shall prevent any of the LP Entities from paying fees to RBC in respect of services provided to the LP Entities or transactions involving the LP Entities;
5. In consideration of the services provided by RBC set forth in Section 1 of the Engagement Letter (other than the services described in subparagraph 1(f) of the Engagement Letter), RBC shall be paid an additional fee of \$3.7 million (less any Work Fees paid pursuant to the Engagement Letter or this amending letter, beginning with the Work Fee earned on September 10, 2009, which has been paid but not yet credited, and all subsequent Work Fees paid to RBC), which fee shall be paid upon the earlier of: (i) Canwest Global's emergence from creditor protection proceedings under the CCAA ; or (ii) the sale of substantially all of the assets and business of Canwest Global and its subsidiaries other than the LP Entities and other than CW Investments Co. and its subsidiaries (but including Canwest Media Inc.'s equity interest in CW Investments Co.), whether voluntarily or pursuant to any other event including enforcement of security granted by Canwest Global or its subsidiaries, and the distribution of the net proceeds therefrom to the applicable creditors and other stakeholders of Canwest Global and its subsidiaries; and

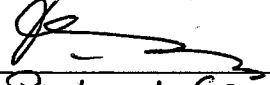
6. All other fees due under the Engagement Letter have been paid or eliminated, and there shall be no other entitlement to fees under the Engagement Letter except as expressly contemplated herein. For greater certainty, from the date hereof, RBC's entitlement to fees shall be limited to the fee arrangements set out in this amending letter. The parties hereto agree that the fees contemplated herein are exclusive of any expenses and Taxes relating thereto and such expenses and Taxes shall be paid when due.

The parties hereto and the Committee agree that this amending letter shall not in any way affect the rights and obligations of the parties as provided for in the Engagement Letter except as expressly contemplated or amended hereby and such rights and obligations otherwise remain in full force and effect. The parties hereto covenant and agree to engage RBC, and the Committee approves and agrees to such engagement, pursuant to this amending letter on identical terms to those contained in the Engagement Letter, as it has been amended by this amending letter, subsequent to any filing by Canwest Global or any of its subsidiaries (including, without limitation, a filing under the CCAA) for protection from its creditors or to continue, affirm and acknowledge the obligations herein post any such filing, and to seek the approval of the supervising court if necessary, to give effect to this provision and to use their commercially reasonable efforts to ensure that Canwest Global continues to honour its obligations hereunder post any such filing. The parties hereto and the Committee agree to support Canwest Global and/or RBC in any motion to enforce the terms of this agreement in any proceeding relating to such a filing if Canwest Global and/or RBC at their option brings such a motion for approval, and to actively support and endorse the enforcement of this agreement before the court and with the monitor, any chief restructuring officer or chief restructuring advisor and any other stakeholder groups or creditors with standing to challenge or comment upon this agreement and the enforceability thereof. The parties hereto expressly acknowledge, agree and confirm that a filing is expressly contemplated as a possibility during the term of RBC's engagement and that it is, in the judgment of the senior officers and the board of directors of Canwest Global, in the best interests of Canwest Global in the event of a filing, for the terms of this agreement to be reaffirmed and remain unamended.

This amending letter may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. This amending letter has been approved and acknowledged by the Committee and its counsel.

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

RBC DOMINION SECURITIES INC.

By: 
Richard Grudzinski
Managing Director

Accepted and agreed to as of the 5th day of October, 2009

CANWEST GLOBAL COMMUNICATIONS CORP.

By: 

TAB V

THIS IS EXHIBIT "V" REFERRED TO IN THE

AFFIDAVIT OF JOHN E. MAGUIRE

SWORN BEFORE ME

ON THIS 5TH DAY OF OCTOBER, 2009



A COMMISSIONER FOR TAKING AFFIDAVITS

Shawn Irving

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 GLOBAL COMMUNICATIONS CORP. AND THE OTHER
APPLICANTS LISTED ON SCHEDULE "A"

Report on Cash-flow Statement
(Paragraph 10.2(b) of the CCAA)

The management of Canwest Global Communications Corp ("Canwest Global" or the "Company") and other applicants listed in Schedule A, has developed the assumptions and prepared the attached statement of projected cash-flow of the Company, as of the 5th day of October 2009, consisting of a 13-week cash-flow dated October 5th, 2009 through to January 3rd, 2010 (the "Projections").

The hypothetical assumptions are reasonable and consistent with the purpose of the Projections described in Note 1, and the probable assumptions are suitably supported and consistent with the plans of the Company and provide a reasonable basis for the Projections. All such assumptions are disclosed in Notes 2 - 7.

Since the Projections are based on assumptions regarding future events, actual results will vary from the information presentation, and the variations may be material.

The Projections have been prepared solely for the purpose described in Note 1, using the probable and hypothetical assumptions set out in Notes 2 - 7. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto, ON, this 5th day of October 2009.



John Maguire
Canwest Global Communications Corp

Canwest Media Inc.
13-WEEK CASH FLOW FORECAST

	5-Oct-09	12-Oct-09	19-Oct-09	26-Oct-09	2-Nov-09	8-Nov-09	15-Nov-09	22-Nov-09	29-Nov-09	30-Nov-09	7-Dec-09	14-Dec-09	21-Dec-09	28-Dec-09
CAD 000s														
Beginning (Monday)														
Ending (Sunday)														
Operating Cashflow														
Receipts														
Intercompany Receipts	8,345	4,253	9,174	12,439	6,439	4,037	7,225	14,435	9,489	6,214	4,333	11,816	1,025	16,641
Total Operating Receipts	8,345	4,253	9,174	12,439	6,439	4,037	7,225	14,435	9,489	6,214	4,333	11,816	1,025	16,641
Disbursements														
Operating Disbursements	(8,150)	(19,237)	(7,084)	(13,097)	(8,293)	(14,799)	(7,886)	(9,144)	(14,261)	(12,760)	(9,588)	(6,536)	(12,338)	(12,338)
Capital Expenditures	(347)	(347)	(347)	(347)	(309)	(309)	(309)	(309)	(309)	(293)	(233)	(233)	(233)	(233)
Intercompany Disbursements	-	-	-	(3,548)	(1,610)	(1,610)	(1,610)	(1,610)	(1,610)	(1,610)	(1,610)	(1,610)	(1,610)	(1,610)
Total Disbursements	(8,497)	(19,584)	(7,431)	(16,993)	(8,602)	(15,108)	(7,995)	(11,063)	(14,570)	(12,933)	(9,921)	(8,374)	(12,624)	(12,624)
Net Operating Cashflows	(152)	(15,332)	1,743	3,479	(2,163)	(11,071)	(769)	9,873	(5,081)	(6,779)	(5,587)	4,466	8,533	8,533
Restructuring Costs														
Restructuring Costs	(708)	(458)	(458)	(458)	(675)	(458)	(458)	(458)	(458)	(458)	(458)	(458)	(458)	(1,208)
DIP Interest/Fees	(708)	(458)	(458)	(586)	(675)	(458)	(458)	(458)	(803)	(458)	(458)	(458)	(458)	(1,335)
Total Restructuring Costs	(1,416)	(916)	(916)	(1,044)	(1,133)	(916)	(916)	(916)	(1,261)	(916)	(916)	(916)	(916)	(2,543)
Total Net Cashflow	(1,568)	(16,248)	827	2,435	(3,296)	(12,147)	(8,774)	8,957	(4,208)	(13,712)	(11,503)	(1,911)	6,617	5,990
Opening Cash	47,810	46,860	31,161	32,447	35,339	32,501	20,973	19,746	29,161	29,161	23,277	16,040	9,995	14,003
DIP Advances (Repayments)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Advances (Repayments)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Closing Cash	46,850	31,161	32,447	35,339	32,501	20,973	19,746	29,161	23,277	16,040	9,995	14,003	21,202	21,202

Notes:

1. The purpose of these cash flow projections is to determine the liquidity requirements for the CCAA Entities during the CCAA proceedings.
2. Operating receipts have been forecasted in the normal course of business based on Management's historical analysis as well as an understanding of Canwest's customer base under the current economic conditions and present situation.
3. Historical charges for shared services between the CCAA Entities and other Canwest subsidiaries were utilized to estimate the projections for intercompany receipts and disbursements. These amounts are based on a cost recovery basis. The projected amount also reflects expected distributions from TVropolis, Mystery TV and Men TV to the CCAA Entities.
4. Payments to content providers are based on anticipated programming schedules and under existing program supply contracts.
5. Other operating disbursements have been estimated based on historical analysis, current price levels, and Management's forecasts.
6. Capital expenditure forecasts reflect planned capital projects during the period.
7. Estimated restructuring costs are based on projected costs associated with professional fees and employee retention costs relating to the restructuring.