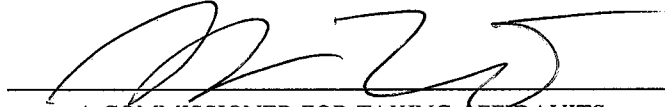
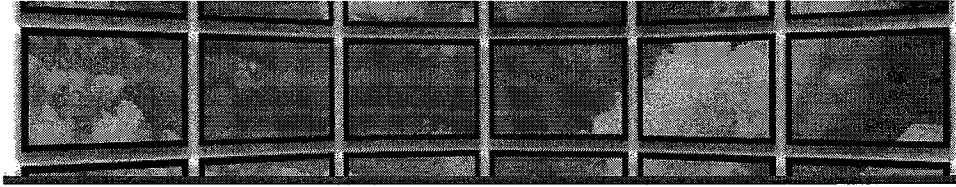


**TAB P**

THIS IS EXHIBIT "P" REFERRED TO IN THE  
AFFIDAVIT OF JOHN E. MAGUIRE  
SWORN BEFORE ME  
ON THIS 5<sup>TH</sup> 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



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](http://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](http://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](mailto:jdouglas@canwest.com)

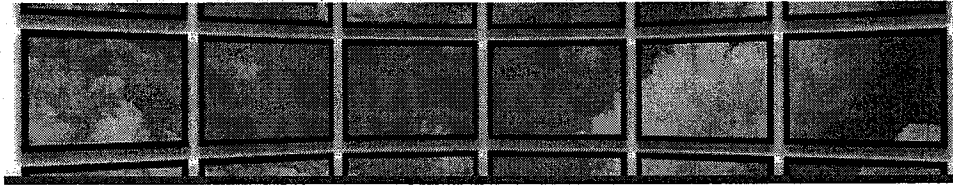
Investor Contact:  
Hugh Harley, Director, Investor Relations  
Tel: (204) 953-7731  
[hharley@canwest.com](mailto:hharley@canwest.com)

[Back to previous page](#)



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](http://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](http://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](mailto:jdouglas@canwest.com)

#### Investor Contact:

Hugh Harley, Director, Investor Relations  
Tel: (204) 953-7731  
[hharley@canwest.com](mailto: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 5<sup>TH</sup> 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

Proposed Key Employee Retention Plan  
 Total Potential  
 Payments  
 \$

Retention Payments  
 Dec 31, 2009  
 % Base Comp % Base Comp

EMPLOYEES WHO PERFORM SERVICES ONLY FOR THE CMI GROUP

Name	Employer	Position	Annual Base Compensation	Rationale for Inclusion
[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
[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
[REDACTED]	CTLP	[REDACTED]	[REDACTED]	Required to manage things and relationship with CRTCC & and would be very difficult to attract replacement
[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

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
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet public reporting requirements & and would be very difficult to attract replacement
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to meet tax compliance requirements & would be very difficult to attract replacement
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage cash flow and pension programs & would be very difficult to attract replacement
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage personnel issues and pension administration. No replacement available to fill gap
[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.
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage internal and external communications & would be difficult to attract replacement
[REDACTED]	CMI	[REDACTED]	[REDACTED]	Required to manage legal affairs group, no internal replacement, critical to continued operations, would be very difficult to attract replacement

Required to execute of management or compromise & and would be very difficult to attract replacement

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

Retention Payments  
 Dec 31, 2009  
 % Base Comp % Base Comp

25% 25%  
 25% 25%  
 25% 25%  
 25% 25%

25% 25%  
 25% 25%  
 25% 25%  
 25% 25%  
 25% 25%  
 25% 25%  
 25% 25%  
 25% 25%  
 25% 25%

75.0% 75.0%

37.5% 37.5%  
 37.5% 37.5%

Total Potential  
 Payments  
 \$

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]