

“**April 28 Severance Schedule**” means the schedule delivered by CMI to the Plan Sponsor on April 28, 2010, setting out certain severance obligations in respect of certain Employees of CMI and as revised on April 29, 2010 and June 14, 2010, and as may be updated from time to time.

“**April 28 Severance Schedule Employees**” means those Employees of CMI identified in the April 28 Severance Schedule.

“**Applicants**” means, collectively, the applicants under the Initial Order, as listed on Schedule A hereto, and “**Applicant**” means any one of them.

“**Assumption Consideration Amount**” has the meaning set out in Section 5.5(k)(ii).

“**Bankruptcy Costs**” means the costs and disbursements of the Monitor (both in its capacity as the Monitor and as trustee in bankruptcy), its legal counsel and advisors provided for in the Plan Emergence Agreement which are required after the Plan Implementation Date to bankrupt, liquidate, wind-up, or dissolve Canwest, CMI and certain of their remaining Subsidiaries (including for the avoidance of doubt Fireworks Entertainment Inc., Canwest Entertainment Inc., CEID (Canada) I Inc. and CEID (Canada) II Inc.), but not including National Post, National Post Holdings, and the Subsidiaries of 4501071 Canada.

“**BIA**” means the *Bankruptcy and Insolvency Act* (Canada).

“**Beneficial Noteholder**” means a beneficial or entitlement holder of Notes holding such Notes in a securities account with the Depository, a Depository participant or other securities intermediary, including for greater certainty, such Depository participant or other securities intermediary only if and to the extent such Depository participant or other securities intermediary holds Notes as principal and for its own account.

“**Broadcast Licences**” means the broadcasting licences issued by the CRTC to CMI as limited partner and GP Inc. as general partner carrying on business as CTLP as listed on Schedule D.2.

“**Business**” means the free-to-air television broadcast business and subscription-based specialty television business carried on by Canwest and certain Canwest Subsidiaries.

“**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario.

“**Business-Related Post-Filing Claims**” means Post-Filing Claims incurred by the CMI Entities in connection with the Business or the management or provision of head office and corporate services to and/or for the benefit of CTLP Group Entities.

“**Canwest**” means Canwest Global Communications Corp., a corporation governed by the CBCA.

“**Canwest Broadcasting**” means Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc., a corporation governed by the laws of Quebec.

“**Canwest/CMI Group Intercompany Receivables**” means, in respect of Canwest or any Subsidiary that is neither a CTLP Group Entity nor a CWI Group Entity (including any investee

entity), the amounts, if any, owing as of the Effective Time to Canwest or such Subsidiary from any given CTLP Group Entity and/or any given CWI Group Entity (including any investee entity), Men TV General Partnership and/or Mystery Partnership (other than any such amounts owing under the Shared Services Agreement and/or the Omnibus Transition and Reorganization Agreement), and includes, for the avoidance of doubt, the CMI-CTLP Receivable.

“**Canwest Communications**” means Canwest International Communications Inc., a corporation governed by the laws of Barbados.

“**Canwest Finance**” means Canwest Finance Inc./Financière Canwest Inc., a corporation governed by the laws of Quebec.

“**Canwest International**” means Canwest International Management Inc., a corporation governed by the laws of Barbados.

“**Canwest International Distribution**” means Canwest International Distribution Limited, a corporation governed by the laws of Ireland.

“**Canwest Irish Holdco**” means Canwest Irish Holdings (Barbados) Inc., a corporation governed by the laws of Barbados.

“**Canwest MediaWorks Turkish Holdings**” means Canwest MediaWorks Turkish Holdings (Netherlands) B.V., a corporation governed by the laws of the Netherlands.

“**Canwest MediaWorks US**” means Canwest MediaWorks Holdings Corp., a corporation governed by the laws of Delaware.

“**Canwest Publishing**” means Canwest Publishing Inc./Publications Canwest Inc., a corporation governed by the CBCA.

“**Canwest Subsidiaries**” means, collectively, Subsidiaries of Canwest other than (a) CW Investments and its Subsidiaries, and (b) Subsidiaries of 4501071 Canada.

“**Cash**” means all cash, certificates of deposits, bank deposits, commercial paper, treasury bills, bills of exchange and other cash equivalents of the Plan Entities, other than the cash, certificates of deposits, bank deposits, commercial paper, treasury bills, bills of exchange and other cash equivalents held at the Effective Time by CTLP and GP Inc. and their Subsidiaries after giving effect to the steps set out in Section 5.5, and for greater certainty “Cash” includes the net proceeds of sale from the Corporate Jet, the Red Deer Property, but excludes the proceeds of sale of the National Post Transaction remaining after National Post has repaid to CMI all post-filing amounts loaned by CMI to National Post, if any. For greater certainty, “Cash” shall exclude monies needed by CTLP to pay the CH Plan Settlement Amount in accordance with Article 5 of the Plan.

“**Cash Collateral Agreement**” means the use of cash collateral and consent agreement dated as of September 23, 2009 between Canwest, CMI, certain Subsidiaries of CMI and certain Noteholders, as amended by the amendment agreement dated as of December 14, 2009, the amendment agreement No. 2 dated as of January 29, 2010, the amendment agreement No. 3

dated as of February 11, 2010, the amendment agreement No. 4 dated as of April 15, 2010 and the amendment agreement No. 5 dated as of May 3, 2010.

“**CBCA**” means the *Canada Business Corporations Act*.

“**CCAA**” means the *Companies’ Creditors Arrangement Act* (Canada).

“**CCAA Proceedings**” means the proceedings under the CCAA commenced by the Applicants pursuant to a notice of application dated October 6, 2009 in which the Initial Order was made.

“**CEP**” means the Communications, Energy and Paperworkers Union of Canada.

“**CEP CH Plan Grievance**” means CEP policy grievance (No. 1100-2009-03) dated July 20, 2009.

“**CEP Counsel**” means CaleyWray LLP.

“**CEP Representative Order**” means the Order of the Court made on October 27, 2009 authorizing CEP to represent Current and Former Members of the CEP including for the purpose of advancing, settling or compromising claims of the Current and Former Members in the CCAA Proceedings, and authorizing CEP Counsel to act as counsel to the CEP and the Current and Former Members in the CCAA Proceedings.

“**CEP Retirees**” means all former employees of the CMI Entities (or their predecessors, as applicable) who were represented by the CEP when they were so employed and who are not entitled to benefits under the CH Plan, or the surviving spouses of such former employees, if applicable.

“**CEP Terminal Deficiency Claim**” means the Claim filed on November 17, 2009 under the Claims Procedure Order by CEP on behalf of the Current and Former Members in the amount of \$15,438,739 in respect of the terminal deficiency in the CH Plan.

“**CGS Debenture**” means CGS Debenture Holding (Netherlands) B.V., a corporation governed by the laws of the Netherlands.

“**CGS International**” means CGS International Holdings (Netherlands) B.V., a corporation governed by the laws of the Netherlands.

“**CGS NZ Radio**” means CGS NZ Radio Shareholding (Netherlands) B.V., a corporation governed by the laws of the Netherlands.

“**CGS Shareholding**” means CGS Shareholding (Netherlands) B.V., a corporation governed by the laws of the Netherlands.

“**CH Plan**” means the “Global Communications Limited Retirement Plan for CH Employees”, a defined benefit pension plan for full-time and part-time employees who worked at CHCH-TV, sponsored by CTLP and registered under the PBSA.

**“CH Plan Settlement Agreement”** means the settlement agreement made on April 16, 2010 among Canwest, CMI, CTLP, the Retiree Representative Counsel, the Retiree Representatives and the CEP on behalf of the Current and Former Members in respect of the CEP Terminal Deficiency Claim, the Retiree Terminal Deficiency Claim and the CEP CH Plan Grievance.

**“CH Plan Settlement Amount”** means the amount of \$350,000 to be paid on the Plan Implementation Date by CTLP to the CH Plan pursuant to the CH Plan Settlement Agreement.

**“CH Plan Trustee”** means RBC Dexia Investor Services Trust, in its capacity as trustee of the CH Plan.

**“Chief Restructuring Advisor”** means, collectively, Mr. Hap S. Stephen and Stonecrest Capital Inc.

**“CIT”** means CIBC Asset-Based Lending Inc. (formerly known as “CIT Business Credit Canada Inc.”).

**“CIT Credit Agreement”** means the credit agreement dated as of May 22, 2009, as amended, among CMI, the guarantors named therein, the lenders party thereto from time to time and CIT in its capacity as agent with respect to the CIT Facility and approved in the Initial Order, as it may be further amended, supplemented or otherwise modified from time to time.

**“CIT Facility”** means the asset-based loan facility, secured by a first priority security interest in all property, assets and undertaking of CMI, including the DIP Charge, and the guarantors named in the CIT Credit Agreement, including its conversion to a debtor-in-possession financing arrangement pursuant to the Initial Order.

**“Claim”** means (a) any right or claim of any Person against one or more of the CMI Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of one or more of the CMI Entities in existence on the Filing Date, including on account of Wages and Benefits, and any accrued interest thereon and costs payable in respect thereof to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and includes any other claims that would have been claims provable in bankruptcy had the applicable CMI Entity become bankrupt on the Filing Date; (b) any Restructuring Period Claim; and (c) any right or claim of any Person against one or more of the Directors or Officers of one or more of the Applicants or any of them, that relates to a Claim described in paragraph (a) of this definition or a Restructuring Period Claim howsoever arising for which one or more of the Directors or Officers of an Applicant are by statute or otherwise by law liable to pay in their capacity as a Director or Officer or in any other capacity.

**“Claims Procedure Order”** means the Order made October 14, 2009 in respect of the procedures governing the determination of Claims for voting and distribution purposes, as such Order was amended on November 30, 2009 and as it may be further amended and supplemented from time to time.

**“Class”** means a class of Affected Creditors established for the purpose of voting on the Plan as set out in Section 3.2.

**“CMI”** means Canwest Media Inc., a corporation governed by the CBCA.

**“CMI-CTLTP Receivable”** means the amount, if any, owing by CTLTP to CMI as of the Effective Time, which amount for the avoidance of doubt, excludes any Canwest/CMI Group Intercompany Receivable transferred to CMI under Sections 5.5(k) or 5.5(l).

**“CMI Claims Bar Date”** means 5:00 p.m. on November 19, 2009, except where a Notice of Claim was sent by one of the CMI Entities after October 22, 2009 pursuant to the Claims Procedure Order, in which case, pursuant to the Order made on November 30, 2009 amending the Claims Procedure Order, the CMI Claims Bar Date in respect of such Claim is 5:00 p.m. on December 17, 2009.

**“CMI Entities”** means, collectively, the Applicants, CTLTP, Fox Sports and National Post and **“CMI Entity”** means any one of them.

**“CMI Notice of Dispute of Claim”** shall have the meaning ascribed thereto in the Claims Procedure Order.

**“CMI Proof of Claim”** shall have the meaning ascribed thereto in the Claims Procedure Order.

**“Collateral Agency Agreement”** means the intercreditor and collateral agency agreement dated as of October 13, 2005 among certain of the CMI Entities and the Collateral Agent, as amended by the credit confirmation and amendment to the intercreditor and collateral agency agreement dated as of May 22, 2009, and as further amended by the credit confirmation and amendment to the intercreditor and collateral agency agreement dated as of October 1, 2009.

**“Collateral Agent”** means CIBC Mellon Trust Company, in its capacity as collateral agent under the Collateral Agency Agreement.

**“Conditions Precedent”** means the conditions precedent to the transactions contemplated in the Plan as set out in Section 6.3.

**“Continued Support Payment”** means (a) in the event that the Plan Implementation Date occurs on or before September 30, 2010, \$0, and (b) in the event that the Plan Implementation Date occurs after September 30, 2010, the product of US\$2,900,000 multiplied by the number of months elapsed after September 30, 2010 and prior to the Plan Implementation Date; provided that if the Plan Implementation Date occurs prior to the end of a month, the payment in (b) in respect of such partial month shall be pro-rated based on the number of days elapsed in such month (to but excluding the Plan Implementation Date).

**“Convenience Class Claim”** means (a) any Claim of an Affected Creditor of a Plan Entity, other than a Noteholder, in an amount that is less than or equal to \$5,000, and (b) any Claim of an Affected Creditor of a Plan Entity, other than a Noteholder, in an amount in excess of \$5,000 that the relevant Affected Creditor has validly elected to value at \$5,000 for purposes of the Plan in accordance with Section 3.7.

**“Convenience Class Claim Declaration”** means an executed declaration substantially in the form attached hereto as Schedule E.

**“Convenience Class Creditor”** means an Affected Creditor with a Convenience Class Claim.

**“Convenience Class Pool”** means the aggregate amount taken from the Subscription Price sufficient to pay in full all Convenience Class Claims.

**“Copyrights and Other IP”** means all copyrights and other intellectual property owned by Canwest or CMI including those set out in Schedule D.6.

**“Corporate Jet”** means the 1988 British Aerospace model BAE 125 Series 800A airplane known in the airline industry as a Hawker 800A , Serial No. 258123 and Canadian registration C-GCGS, together with the engines, propellers and avionics.

**“Court”** means the Ontario Superior Court of Justice (Commercial List).

**“Court Charges”** means, collectively, the Administration Charge, the Directors Charge, the DIP Charge, the KERP Charge and the Investor Charge.

**“CRTC”** means the Canadian Radio-television and Telecommunications Commission.

**“CTLP”** means Canwest Television Limited Partnership, a limited partnership established by CMI, as limited partner, and GP Inc., as general partner, and governed by the laws of the Province of Manitoba.

**“CTLP Assumption Consideration Amount”** means that portion of the Assumption Consideration Amount relating to Claims against CTLP.

**“CTLP Assumption Consideration Note”** has the meaning set out in Section 5.5(k)(iii).

**“CTLP Limited Partnership Agreement”** means the amended and restated limited partnership agreement dated as of December 31, 2008 governing CTLP.

**“CTLP-CMI Receivable”** means the amount, if any, owing by CMI to CTLP as of the Effective Time.

**“CTLP Group Entities”** means CTLP, GP Inc., and each Subsidiary thereof, and **“CTLP Group Entity”** means any one of them.

**“CTLP Plan Entities”** means CTLP, GP Inc., Canwest Broadcasting, Fox Sports Holdco, and Fox Sports, and **“CTLP Plan Entity”** means any one of them.

“**Current and Former Members**” has the meaning ascribed thereto in the CEP Representative Order.

“**CWI Group Entities**” means CW Investments and each Subsidiary thereof, and “**CWI Group Entity**” means any one of them.

“**CW Investments**” means CW Investments Co., an unlimited liability company governed by the laws of Nova Scotia.

“**CW Investments Shares**” means the 352,986 Class A Common Shares and 666 Class A Preferred Shares of CW Investments owned by CMI.

“**CW Media Holdings**” means CW Media Holdings Inc.

“**CW Media Trademarks Licence Agreements**” means, collectively, the trademarks licence agreement dated August 13, 2007 between Canwest and CW Media Holdings and the trademarks licence agreement dated August 13, 2007 between Canwest and AA Acquisition Corp. (now CW Media Inc.).

“**Depository**” means The Depository Trust & Clearing Corporation or a successor as custodian for its participants, as applicable, and any nominee thereof.

“**DIP Charge**” means the charge in favour of CIT as agent and lender in respect of the CIT Facility as created under paragraph 46 of the Initial Order.

“**Direction**” means the *Direction to the CRTC (Ineligibility of Non-Canadians)* issued by the Governor General in Council pursuant to section 26 of the *Broadcasting Act* (Canada).

“**Directors Charge**” means the charge in favour of the Directors and Officers created under paragraph 22 of the Initial Order, not to exceed an aggregate amount of \$20,000,000, as security for the indemnity granted in favour of the Directors and Officers under paragraph 21 of the Initial Order.

“**Directors and Officers**” means, collectively, all current and former directors and officers (or their respective estates) of one or more of the CMI Entities and/or any of their Subsidiaries and, individually, any one of them, a “**Director**” or “**Officer**”.

“**Distribution Date**” means the dates from time to time on or after the Plan Implementation Date set by the Monitor to effect distributions from the Ordinary Creditors Pool in respect of the Proven Distribution Claims of Ordinary Creditors, and the Convenience Class Pool in respect of the Proven Distribution Claims of Convenience Class Creditors.

“**Distribution Record Date**” means the date that is five (5) Business Days prior to the Plan Implementation Date.

“**Effective Time**” means 12:05 a.m. (Toronto time) on the Plan Implementation Date.

“**Employees**” means (a) all active or inactive employees employed by CTLP including, any employees on disability leave, maternity leave, statutory leave or other absence, and (b) any

active or inactive employees of Canwest or CMI including any employees on disability leave, maternity leave, statutory leave or other absence, to be transferred to CTLP.

**“Equity Claims”** means any Claim (a) of the Existing Shareholders (i) constituting an equity claim under section 2(1) of the CCAA, (ii) arising from any shareholder agreement in connection with or related to the Existing Shares, or (b) of any Person who is a beneficiary under or the holder or owner of any option, restricted share unit or other security issued pursuant to an Equity Compensation Plan.

**“Equity Compensation Plan”** means any of the equity compensation plans established by one or more of the Applicants, as more particularly set out on Schedule F.

**“Excluded Claim”** means those Claims identified as “Excluded Claims” under the Claims Procedure Order.

**“Existing Security”** means the security held by the Collateral Agent.

**“Existing Shareholders”** means, collectively, holders of the Existing Shares immediately prior to the Effective Time on the Plan Implementation Date.

**“Existing Shares”** means, collectively, the Multiple Voting Shares, Subordinate Voting Shares and Non-Voting Shares.

**“Filing Date”** means October 6, 2009.

**“Fireworks Claim”** means any and all amounts, liabilities and other obligations owing to Fireworks Entertainment Inc. by Canwest Broadcasting.

**“Fireworks Indemnity”** means, collectively, the four indemnity agreements between Canwest and each of Fireworks Entertainment Inc., Canwest Entertainment Inc., CEID (Canada) I Inc. and CEID (Canada) II Inc. each dated November 19, 2009 which have been provided to the Fireworks Trustee in Bankruptcy pursuant to which Canwest: (a) unconditionally guaranteed the payment of all of the reasonable fees and disbursements (including the reasonable fees and disbursements of legal counsel), which FTI may incur in acting as trustee in bankruptcy in respect of each such Canwest Subsidiary; and (b) agreed to indemnify FTI from and against all Claims (as defined in such indemnity agreements) and all liability, costs and expenses (including reasonable fees and disbursements) incurred in connection with the enforcement of each such indemnity agreement.

**“Fireworks Trustee in Bankruptcy”** means FTI in its capacity as trustee in bankruptcy of each of Fireworks Entertainment Inc., Canwest Entertainment Inc., CEID (Canada) I Inc. and CEID (Canada) II Inc.

**“FTI”** means FTI Consulting Canada Inc. and any of its affiliates, partners, officers, directors, employees, agents and subcontractors.

**“Fox Sports”** means Fox Sports World Canada Partnership, a general partnership governed by the laws of Ontario.



“**Fox Sports Holdco**” means Fox Sports World Canada Holdco Inc., a corporation governed by the CBCA.

“**Genuity**” means Canaccord Genuity, the global capital markets division of Canaccord Financial Inc., in its capacity as financial advisor to the Special Committee.

“**Genuity Engagement Letter**” means the engagement letter between Genuity and Canwest dated May 29, 2009 retaining Genuity as financial advisor to the Special Committee, as amended by letter agreement dated November 30, 2009.

“**Global Centre**” means Global Centre Inc., a corporation governed by the OBCA.

“**Governmental Entity**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency; (b) subdivision, agent, commission, board, or authority of any of the entities listed in paragraph (a) of this definition; or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or, for the account of, any of the entities listed in paragraph (a) of this definition.

“**GP Inc.**” means Canwest Television GP Inc., a corporation governed by the CBCA and the general partner of CTLP.

“**Head Office Lease**” means the lease agreement between Portage & Main Development Ltd., nominee for and on behalf of Bentall Properties Ltd. and Canadian National Railway Company, as landlord, and Canwest, as tenant, dated June 1, 1995, as amended and extended, in respect of floors 31 to 33 of Canwest Place, 201 Portage Avenue, Winnipeg, Manitoba.

“**Houlihan**” means Houlihan Lokey Howard & Zukin Capital, Inc. in its capacity as financial advisory to the Ad Hoc Committee.

“**Houlihan Engagement Letter**” means the engagement letter between Houlihan, Goodmans LLP, in its capacity as counsel to the Ad Hoc Committee, and CMI, on behalf of itself and its wholly-owned subsidiaries, dated March 24, 2009.

“**Indenture**” means, collectively, the trust indenture dated as of November 18, 2004 among 3815668 Canada Inc. (now CMI), the guarantors named therein and the Trustee, pursuant to which the Notes were issued, as amended by the first supplemental indenture thereto dated as of November 18, 2004, the second supplemental indenture thereto dated as of August 30, 2005, the third supplemental indenture thereto dated as of August 31, 2005, the fourth supplemental indenture thereto dated as of September 1, 2005, the fifth supplemental indenture thereto dated as of May 31, 2006, the sixth supplemental indenture thereto dated as of August 29, 2008, the seventh supplemental indenture dated as of September 1, 2008, the eighth supplemental indenture dated as of April 2, 2009, the ninth supplemental indenture dated as of June 29, 2009, and the tenth supplemental indenture dated as of September 30, 2009, and as such trust indenture may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Initial Director”** means the initial director of New Canwest appointed at the time of incorporation of New Canwest under the CBCA.

**“Initial Order”** means the Order made October 6, 2009 pursuant to which the CMI Entities were provided protection under the CCAA, as amended, restated or varied from time to time.

**“Insured Litigation”** means the insured litigation notices and claims involving Canwest, CMI, CTLP, GP Inc., Canwest Broadcasting, Fox Sports Holdco and/or Fox Sports, and in respect of insured litigation claims for libel, slander and/or defamation arising in the ordinary course of business, all of which relate to the Business and comprise notices and claims that are Excluded Claims as set out in the schedule delivered to Shaw on June 7, 2010 and as further updated from time to time.

**“Insured Litigation Deductibles”** means any remaining deductibles under insurance policies maintained by or on behalf of Canwest, CMI, CTLP, GP Inc., Canwest Broadcasting, Fox Sports Holdco and/or Fox Sports, in respect of the Insured Litigation.

**“Intercompany Claim”** means any claim of Canwest or any Subsidiary thereof against any CMI Entity.

**“Investor Charge”** means the charge created by an Order made on February 19, 2010 to secure the payment to the Plan Sponsor of termination fees pursuant to section 4.6 of the Subscription Agreement and the expense reimbursement payable to the Plan Sponsor pursuant to section 9.2 of the Subscription Agreement.

**“Irish Holdco”** means Canwest MediaWorks Ireland Holdings, an unlimited liability company governed by the laws of Ireland.

**“Irish Holdco Aggregate Redemption Price”** means \$690,126,000.

**“Irish Holdco Intercompany Receivable”** means the amount of \$72,307,000, constituting an unsecured intercompany loan owing by CMI to Irish Holdco.

**“Irish Holdco Preference “A” Shares”** means the Redeemable Preference “A” Shares in the capital of Irish Holdco.

**“Ireland Nominee”** means Canwest Ireland Nominee Limited, a company governed by the laws of Ireland.

**“ITA”** means the *Income Tax Act* (Canada).

**“KERPs”** means the key employee retention plans for certain Employees of the CMI Entities approved under paragraph 62 of the Initial Order.

**“KERP Charge”** means the charge in favour of the KERP Participants as created under paragraph 64 of the Initial Order.

**“KERP Participants”** means the employees of the CMI Entities that have been granted KERPs in the Initial Order.

“**Labour Parties**” means collectively the Retiree Representatives, Retiree Representative Counsel, the CEP and CEP Counsel on behalf of the Current and Former Members.

“**Law**” means any and all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions or any grant of approval, permission, authority, permit or licence of any court, Governmental Entity, statutory body or self-regulatory authority.

“**Limited Partnership Units**” means all of the limited partnership units held by CMI in CTLP.

“**Management and Administrative Services Agreement**” means the management and administrative services agreement dated August 15, 2007 between Canwest MediaWorks Inc. (now CMI) and CW Media Inc.

“**MBS Productions**” means MBS Productions Inc., a corporation governed by the CBCA.

“**Meeting**” means a meeting of a Class of Affected Creditors held pursuant to the Meeting Order and includes any meeting resulting from an adjournment thereof.

“**Meeting Order**” means an Order to be made classifying the Affected Creditors for voting purposes, directing the calling and holding of the Noteholder Meeting, the Ordinary Creditors Meeting and any other meetings of Affected Creditors, setting the date of the Plan Sanction Hearing and expanding the Monitor’s powers in relation to the Meetings, as such Order may be amended from time to time.

“**Monitor**” means FTI, in its capacity as the monitor of the CMI Entities appointed pursuant to the Initial Order and any successor thereto appointed in accordance with any further Order.

“**Monitor’s Certificate**” means the Certificate to be delivered by the Monitor substantially in the form of Schedule G.

“**Multiple Voting Shares**” means any and all multiple voting shares in the capital of Canwest that are issued and outstanding immediately prior to the Effective Time.

“**Multisound Publishers**” means Multisound Publishers Ltd., a corporation governed by the CBCA.

“**National Post**” means National Post Company/La Publication National Post, a general partnership established under the laws of Ontario.

“**National Post Consolidated Bankruptcy Estate**” means the bankruptcy estate of National Post and National Post Holdings resulting from the consolidation of the bankruptcy estates of National Post and National Post Holdings pursuant to Section 5.6.

“**National Post Holdings**” means National Post Holdings Ltd., a corporation governed by the OBCA.

“**National Post Transaction**” means the transaction approved by the Court on October 30, 2009 as part of the Transition and Reorganization Agreement whereby the assets and newspaper

business of the National Post were transferred as a going concern to a new wholly-owned subsidiary of Publishing LP (New National Post).

“**New Canwest**” means a body corporate to be incorporated by CMI under the CBCA prior to the Plan Implementation Date as a wholly-owned subsidiary of CMI.

“**New Canwest Articles of Incorporation**” means the articles of incorporation of New Canwest, substantially in the form attached as Schedule B.

“**New Canwest Assets**” means the assets, property and undertakings listed in Schedule D.1.

“**New Canwest By-Laws**” means the by-laws of New Canwest, substantially in the form attached as Schedule C.

“**New Canwest Liabilities**” means the debts, liabilities and obligations listed in Schedule D.3.

“**New Canwest Note**” means a demand note of New Canwest issued in favour of CMI having a principal amount equal to the aggregate principal amount of the Canwest/CMI Group Intercompany Receivables owing to CMI by CTLP, the CTLP Assumption Consideration Note and any amounts receivable by CMI under the Shared Services Agreement and/or the Omnibus Transition and Reorganization Agreement.

“**New National Post**” means National Post Inc., a corporation governed by the CBCA.

“**Non-Voting Shares**” means any and all non-voting shares in the capital of Canwest that are issued and outstanding immediately prior to the Effective Time.

“**Noteholder**” means the Depository with whom Notes are registered or an account is held for a Depository participant, another securities intermediary holding Notes for the account of another Person, or a Beneficial Noteholder, as applicable.

“**Noteholders Class**” means the Class of Affected Creditors comprised of the Noteholders and the Trustee.

“**Noteholder Meeting**” means the Meeting of the Noteholders Class called to consider and vote on the Plan.

“**Noteholder Pool**” means the amount taken from the Subscription Price equal to the sum of (a) US\$440 million plus (b) the Continued Support Payment.

“**Noteholder Pro Rata Amount**” means each Beneficial Noteholder’s *pro rata* share of the Noteholder Pool calculated based upon such Beneficial Noteholder’s Proven Distribution Claim relative to the total Proven Distribution Claims of all Beneficial Noteholders.

“**Noteholder Released Parties**” has the meaning set out in Section 7.3(b).

“**Noteholder Voting Record Date**” means June 22, 2010.

“**Notes**” means the 8% senior subordinated notes due 2012 that are issued and outstanding under the Indenture.

“**OBCA**” means the *Business Corporations Act* (Ontario).

“**Omnibus Transition and Reorganization Agreement**” means the agreement among Canwest, CMI, CTLP, National Post, Publishing LP and Canwest Publishing dated as of June 8, 2010, as approved by the Court.

“**Order**” means any order of the Court in the CCAA Proceedings.

“**Ordinary CMI Creditors**” means the Ordinary Creditors, other than Ordinary CTLP Creditors, including Ordinary Creditors having Claims against one or more of the Directors and Officers of the Plan Entities other than the CTLP Plan Entities.

“**Ordinary CMI Creditor Pro Rata Amount**” means, at the relevant time, the proportion that each Ordinary CMI Creditor’s Proven Distribution Claim bears to the total of Proven Distribution Claims and Unresolved Claims of all Ordinary CMI Creditors.

“**Ordinary CMI Creditors Sub-Pool**” means an amount equal to one-third (1/3) of the Ordinary Creditors Pool net of the fees and costs incurred by the Monitor on a solicitor and own client full indemnity basis to resolve Unresolved Claims of Ordinary Creditors and effect distributions from and after the Plan Implementation Date in the event that there are insufficient funds to cover such fees and costs in the Plan Implementation Fund.

“**Ordinary Creditors**” means those Affected Creditors of the Plan Entities who are not Noteholders and do not have a Convenience Class Claim, which for greater certainty includes all Creditors having Claims against one or more of the Directors and Officers.

“**Ordinary Creditors Class**” means the Class of creditors comprised of Ordinary Creditors.

“**Ordinary Creditors Meeting**” means the meeting of the Ordinary Creditors Class called to consider and vote on the Plan.

“**Ordinary Creditors Pool**” means an amount taken from the Subscription Price equal to the difference between (a) the sum of (i) \$38 million, plus (ii) in the event that there are any Restructuring Period Claims relating to either (A) the termination of arrangements made before the Filing Date with the existing management employees of Canwest and the Canwest Subsidiaries listed in the Plan Emergence Agreement who will not become employees of New Canwest, GP Inc., CTLP or one of their respective Subsidiaries or otherwise will not remain as employees of the Business following the Effective Time or (B) the disclaimer, rescission, termination, repudiation or renegotiation of terms agreed to by Canwest and the Plan Sponsor of any material contracts or agreements of the CMI Entities that will not remain following the Effective Time as ongoing obligations of New Canwest or any of its Subsidiaries, an additional cash amount equal to the amount that is required to maintain the recovery rate (*pro rata* as among the Ordinary Creditors) that would otherwise be received by the Ordinary Creditors, assuming there were no such Restructuring Period Claims arising from (A) and (B) above, and (b) the amount of the Convenience Class Pool.

**“Ordinary Creditors Proven Voting Claim”** means, a Proven Voting Claim of an Affected Creditor of a Plan Entity, other than a Noteholder.

**“Ordinary CTLP Creditors”** means the Ordinary Creditors having Claims against any one of the CTLP Plan Entities, which for greater certainty includes Ordinary Creditors having Claims against one or more of the Directors and Officers of the CTLP Plan Entities.

**“Ordinary CTLP Creditor Pro Rata Amount”** means, at the relevant time, the proportion that each Ordinary CTLP Creditor’s Proven Distribution Claim bears to the total of Proven Distribution Claims and Unresolved Claims of all Ordinary CTLP Creditors.

**“Ordinary CTLP Creditors Sub-Pool”** means an amount equal to two-thirds (2/3) of the Ordinary Creditors Pool net of the fees and costs incurred by the Monitor on a solicitor and own client full indemnity basis to resolve Unresolved Claims of Ordinary Creditors and effect distributions from and after the Plan Implementation Date in the event that there are insufficient funds to cover such fees and costs in the Plan Implementation Fund.

**“Other Canwest Assets”** means the assets listed on Schedule D.5.

**“Other CTLP Plan Entity Assumption Consideration Note”** has the meaning set out in Section 5.5(k)(iv).

**“Other PIF Assets”** means Tax refunds of the Plan Entities (other than the CTLP Plan Entities), the Winnipeg Condo, and any and all dividends, distributions or other amounts payable to a Plan Entity (other than the CTLP Plan Entities) from any estate in bankruptcy or liquidation of any Canwest Subsidiary (including any dividend or distribution payable to CMI from National Post Holdings, National Post and/or the National Post Consolidated Bankruptcy Estate).

**“PBSA”** means the *Pension Benefit Standards Act* (Canada).

**“Person”** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity or any successor or legal representative thereof.

**“PIF Schedule”** means the PIF Schedule appended as a schedule to the Plan Emergence Agreement.

**“Plan”** means this consolidated plan of compromise under the CCAA, including the Schedules hereto, as amended, supplemented or replaced from time to time.

**“Plan Emergence Agreement”** means the Plan Emergence Agreement to be entered into on or prior to a date which is at least 23 days prior to the Meetings by Canwest, CMI, the Plan Sponsor and the Monitor as contemplated by the Subscription Agreement together with all Schedules thereto.

**“Plan Entities”** means Canwest, CMI, the CTLP Plan Entities, 4501063 Canada, MBS Productions, Yellow Card and Global Centre.

**“Plan Implementation Date”** means the day on which the Monitor delivers the Monitor’s Certificate to the CMI Entities, the Ad Hoc Committee and the Plan Sponsor pursuant to Section 6.4.

**“Plan Implementation Fund”** means the fund established pursuant to the Plan and the Plan Emergence Agreement consisting of the Cash, the Other PIF Assets and further contributions from Shaw, if any, as provided for in the Plan Emergence Agreement (which for the avoidance of doubt does not include amounts from the Subscription Price) to be maintained in one or more segregated accounts by the Monitor and to be used by the Monitor, to pay, *inter alia*, the costs and expenses to be incurred by the Monitor, its legal counsel and any advisors retained by the Monitor from and after the Plan Implementation Date to perform any of its statutory or Court-ordered duties including (a) to resolve any Unresolved Claims and to make any distributions in respect of any Unresolved Claims that have become Proven Distribution Claims pursuant to Section 4.4, (b) to make distributions under the Plan including the costs of wire transfers and the issuance of cheques (provided, for greater certainty, that the Monitor shall not fund the actual distributions from the Plan Implementation Fund), (c) to determine and pay Unaffected Claims (including termination and severance amounts as set out on the April 28 Severance Schedule together with accrued and unpaid vacation pay in respect of April 28 Severance Schedule Employees and amounts secured by the Court Charges but excluding the CH Plan Settlement Amount), (d) to pay the costs of legal counsel to the Directors and Officers in connection with the determination and resolution of Unaffected Claims and Unresolved Claims against the Directors and Officers, including to fund the resolution of Restructuring Period Claims or insured Claims against the Directors or Officers to the extent that such Restructuring Period Claims or insured Claims are not released or extinguished under Section 7.3, (e) to pay the Bankruptcy Costs, and (f) to pay the fees and expenses charged by the replacement administrator for the CH Plan appointed by the Superintendent of Financial Institutions (but for great certainty such fees and expenses shall not include fees and expenses for the provision of services in relation to the administration of the CH Plan or the investment of the assets of the CH Plan where such fees and expenses have, in the normal course, been paid from the assets of the CH Plan, such as fees payable to the CH Plan Trustee, to the investment manager in respect of CH Plan assets, to the actuary for the CH Plan and to any pension consultant for pension plan administration services), to the extent that such Claims are described in and specifically funded pursuant to the Plan Emergence Agreement.

**“Plan Sanction Hearing”** means the Court hearing at which the Applicants’ motion for approval and sanction of the Plan will be heard.

**“Plan Sponsor”** means Shaw and 7316712 Canada.

**“Post-Filing Claim”** means any indebtedness, liability or obligation of any kind that arises after the Filing Date from or in respect of (a) any executory contract or unexpired lease that has not been restructured, terminated, repudiated or resiliated by a CMI Entity, (b) the supply of services or goods, or funds advanced, to any of the CMI Entities on or after the Filing Date, or (c) all amounts to be remitted to a tax authority pursuant to paragraph 9 of the Initial Order during the period after the Filing Date to but excluding the Plan Implementation Date; provided that “Post-Filing Claim” shall not include any Claim or Restructuring Period Claim or any Unaffected Claim.

**“Proven Distribution Claims”** means Claims of Affected Creditors as finally determined for distribution purposes in accordance with the Claims Procedure Order, the Meeting Order and the Plan.

**“Proven Voting Claim”** means the Claim of an Affected Creditor of any of the Plan Entities as finally determined for purposes of voting at a Meeting, in accordance with the Claims Procedure Order, the CCAA, the Meeting Order and the Plan, provided that a Claim which is an Unresolved Claim will be dealt with pursuant to Sections 3.10 and 3.11.

**“Publishing LP”** means Canwest Limited Partnership/Canwest Société en Commandite, a limited partnership governed by the laws of the Province of Ontario.

**“RBC”** means RBC Dominion Securities Inc., a member company of RBC Capital Markets, in its capacity as financial advisor to the CMI Entities.

**“RBC Engagement Letter”** means the engagement letter between RBC and Canwest dated December 10, 2008, as amended by a letter dated January 20, 2009, as further amended by a letter dated October 5, 2009 and as further amended by a letter dated as of December 10, 2009.

**“Red Deer Property”** means the real property located at 2840 Bremner Avenue in Red Deer, Alberta together with the single commercial building situated thereon and certain related assets. The Red Deer Property is legally described as Lot 10A Block 14 Plan 7922866 excepting thereout all mines and minerals. The Red Deer Property is located in the neighbourhood of Bower, in the City of Red Deer, in the Province of Alberta, just north of the Bower Mall, and fronting onto Bremner Avenue. The property consists of one lot measuring 350 ft x 250 ft, with the site area totalling 2.01 acres.

**“Released Parties”** has the meaning set out in Section 7.3(a).

**“Representative Counsel Order”** means the Order made on October 27, 2009 appointing the Retiree Representatives as representatives for the Retirees, including without limitation for the purpose of settling or compromising claims by the Retirees in the CCAA Proceedings, and appointing the Retiree Representative Counsel to represent the Retirees in the CCAA Proceedings.

**“Required Majority”** means that number of Affected Creditors of the Plan Entities representing at least a majority in number of the Proven Voting Claims, whose Affected Claims represent at least two-thirds in value of the Proven Voting Claims of (a) the Ordinary Creditors and Convenience Class Creditors who validly vote (in person or by proxy or who are deemed to vote pursuant to the Plan and the Meeting Order) on the resolution approving the Plan at the Ordinary Creditors Meeting, and (b) the Beneficial Noteholders who provide a proxy, ballot or other instructions for voting or otherwise validly vote at the Noteholder Meeting as provided for in the Meeting Order.

**“Restructuring Period Claim”** means any right or claim of any Person against one or more of the CMI Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by one or more of the CMI Entities to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach after the Filing Date of any contract,



lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of the Claims Procedure Order; provided that a "Restructuring Period Claim" does not include any Excluded Claim.

**"Restructuring Period Claims Bar Date"** means July 9, 2010.

**"Retirees"** means collectively:

- (a) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are in receipt of a pension from a registered or unregistered pension plan sponsored by a CMI Entity;
- (b) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are entitled to receive a deferred vested pension from a registered or unregistered pension plan sponsored by a CMI Entity; and
- (c) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who were, immediately before October 6, 2009, entitled to receive non-pension benefits from a CMI Entity,

but excluding the CEP Retirees in the CCAA Proceeding, including without limitation, for the purpose of settling or compromising claims by the Retirees in the CCAA Proceedings.

**"Retiree Representative Counsel"** means Cavalluzzo, Hayes, Shilton, McIntyre & Cornish LLP, in its capacity as representative counsel on behalf of all Retirees other than any Retiree who opted out of such representation in accordance with the procedures set out in the Representative Counsel Order.

**"Retiree Representatives"** means David Cremasco, Rose Stricker and Lawrence Schnurr as appointed under the Representative Counsel Order.

**"Retiree Terminal Deficiency Claim"** means the Claim filed on November 17, 2009 by the Retiree Representative Counsel on behalf of the Retirees in the approximate amount of \$10,244,733 in respect of the terminal deficiency in the CH Plan.

**"Sanction Order"** means the Order to be made by the Court under the CCAA sanctioning the Plan, as such Order may be amended.

**"Second Amended and Restated Recapitalization Transaction Term Sheet"** means the term sheet attached to the Support Agreement.

**"Secured Intercompany Note"** means the senior secured interest bearing promissory note issued on October 1, 2009 by CMI to Irish Holdco evidencing \$187,263,126.45 loaned to CMI by Irish Holdco, plus accrued and unpaid interest thereon.

**“Shared Services”** means services provided under the Shared Services Agreement.

**“Shared Services Agreement”** means the Agreement on Shared Services and Employees between Canwest, Publishing LP, CMI, Canwest Publishing, CTLP and National Post, dated October 26, 2009 and approved by the Court on October 30, 2009 and attached as schedule "A" to the Transition and Reorganization Agreement.

**“Shareholders Agreement”** means the shareholders agreement in respect of CW Investments as amended and restated as of January 4, 2008.

**“Shaw”** means Shaw Communications Inc., a corporation governed by the *Business Corporations Act* (Alberta).

**“Shaw Support Agreement”** means the support agreement made as of February 11, 2010 between Canwest, Shaw and certain Noteholders, as amended by the amendment agreement made as of May 3, 2010 and as may be further amended, supplemented or otherwise modified from time to time.

**“Special Committee”** means the special committee of the board of directors of Canwest.

**“Stonecrest Engagement Letter”** means the engagement letter between the Chief Restructuring Advisor and Canwest dated June 30, 2009, as amended on December 17, 2009 and March 25, 2010.

**“Subordinate Voting Shares”** means the subordinate voting shares in the capital of Canwest that are issued and outstanding immediately prior to the Effective Time.

**“Subscription Agreement”** means the subscription agreement, including the term sheet attached as schedule “A” thereto, between Canwest and Shaw, dated as of February 11, 2010, as amended by the amendment agreement to the subscription agreement made as of May 3, 2010, as such agreement may be further amended, supplemented or otherwise modified from time to time.

**“Subscription Price”** means the aggregate of: (a) the sum of (i) \$38 million plus (ii) in the event that there are Restructuring Period Claims relating (A) to the termination of arrangements made before the Filing Date with existing management employees of Canwest and the Canadian Subsidiaries listed in the Plan Emergence Agreement who will not become employees of New Canwest, GP Inc., CTLP or Subsidiaries thereof will not remain as employees of the Business following the Effective Time or (B) the disclaimer, resiliation, termination, repudiation or renegotiation of terms as agreed to by Canwest and the Plan Sponsor of any material contracts and agreements of the CMI Entities that will not remain following the Effective Time as ongoing obligations of New Canwest or any of the Canwest Subsidiaries, an additional amount equal to the amount that is required to maintain the recovery rate (*pro rata* as among the Ordinary Creditors) that would otherwise be received by Ordinary Creditors, assuming there were no such Restructuring Period Claims arising from (A) and (B) above; and (b) the sum of (i) US \$440 million plus (ii) the Continued Support Payment.

**“Subsidiary”**, in respect of a Person, means (a) any corporation or company of which at least a majority of the outstanding securities having by the terms thereof ordinary voting power to elect

a majority of the board of directors of such corporation or company is at the time directly, indirectly or beneficially owned or controlled by the Person or one or more of its Subsidiaries; (b) any general or limited partnership of which, at the time, the Person or one or more of its Subsidiaries directly, indirectly or beneficially own or control at least a majority of the voting interests (however designated) thereof, or otherwise control such partnership; and (c) any other Person of which at least a majority of the voting interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by the Person or one or more of its Subsidiaries (and in respect of a trust that has not issued any voting interests, the beneficiaries of which are owned or controlled by the Person or one or more of its Subsidiaries).

**“Support Agreement”** means the support agreement dated October 5, 2009 between Canwest CMI, certain subsidiaries of CMI and certain Noteholders, as amended by the amendment agreement made as of January 29, 2010, the amendment agreement made as of February 11, 2010, the amendment agreement No. 3 made as of April 15, 2010, and the amendment agreement No. 4 made as of May 3, 2010, attaching and incorporating therein the Second Amended and Restated Recapitalization Transaction Term Sheet, and as it may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Tax”** or **“Taxes”** means any and all Canadian and foreign taxes, duties, fees, pending assessments, reassessments and other governmental charges, duties, impositions and liabilities of any kind whatsoever (including any claims by Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, Canada Revenue Agency and any similar revenue or taxing authority of any province or territory of Canada), including all interest, penalties, fines and additions with respect to such amounts.

**“Tax Matters Agreement”** means an agreement between, among others, Canwest, CMI, New Canwest, and the Plan Sponsor governing various matters relating to Taxes in respect of the Plan, including the filing of elections and returns, the allocation of income of CTLP and the allocation of the purchase price for assets transferred under the Plan, among other things.

**“Trademarks”** means all registered and unregistered trademarks owned by Canwest or CMI, and any goodwill associated therewith, including those set out in Schedule D.4.

**“Trademarks Licence”** means the trademarks licence granted by Canwest to Canwest (Canada) Inc., Canwest Publishing, Canwest Books Inc., and Publishing LP, as described in section 6.3(a) of the Omnibus Transition and Reorganization Agreement, with such licence being governed by the same terms and conditions contained in the Trademarks Licence Agreement, as amended by the Omnibus Transition and Reorganization Agreement, along with the obligations of Canwest under section 6.3(b) of the Omnibus Transition and Reorganization Agreement.

**“Trademarks Licence Agreement”** means the trademarks licence agreement dated October 13, 2005 between Canwest, CanWest MediaWorks (Canada) Inc. (now known as Canwest (Canada) Inc.), as general partner for and on behalf of CanWest MediaWorks Limited Partnership (now Publishing LP), CanWest MediaWorks (Canada) Inc. (now Canwest (Canada) Inc.) and CanWest MediaWorks Income Fund, as amended by the Omnibus Transition and Reorganization Agreement.

“**Transfer Taxes**” means all land transfer taxes, goods and services taxes, provincial and retail sales taxes and other similar taxes which arise in relation to the transfer of the New Canwest Assets to New Canwest.

“**Transition and Reorganization Agreement**” means the agreement among Canwest, Publishing LP, CMI, Canwest Publishing, CTLP and National Post dated as of October 26, 2009 as approved by the Court on October 30, 2009.

“**Trustee**” means The Bank of New York Mellon, in its capacity as trustee under the Indenture.

“**Unaffected Claims**” means:

- (a) any Claims arising from or under the Stonecrest Engagement Letter, including claims of the Chief Restructuring Advisor;
- (b) any Claims arising from or under the Genuity Engagement Letter;
- (c) any Claims arising from or under the RBC Engagement Letter;
- (d) any Claims arising from or under the Houlihan Engagement Letter;
- (e) any Claims of the KERP Participants arising from or under the KERPs;
- (f) any Claims of the April 28 Severance Schedule Employees arising from or under the termination and severance obligations as set out on the April 28 Severance Schedule together with the accrued and unpaid vacation pay of the April 28 Severance Schedule Employees;
- (g) any Claims up to the Plan Implementation Date secured by any of the Court Charges;
- (h) any claim against any Director that cannot be compromised due to the provisions of section 5.1(2) of the CCAA;
- (i) any portion of a Claim for which the applicable CMI Entities are fully insured, including the Insured Litigation;
- (j) any Claims of The Bank of Nova Scotia arising from the provision of cash management services to the CMI Entities;
- (k) any Claims held by CIT and its assigns, if any, in respect of the CIT Facility and pursuant to the CIT Credit Agreement;
- (l) any Claims in respect of any payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA;
- (m) any Post-Filing Claims;

- (n) Intercompany Claims, other than (i) Claims arising under the Secured Intercompany Note, the Unsecured Intercompany Note and the Irish Holdco Intercompany Receivable, (ii) Claims of 4501063 Canada, MBS Productions or Global Centre, (iii) the CTLP-CMI Receivable, (iv) the CMI-CTLP Receivable, (v) the Canwest/CMI Group Intercompany Receivables, and (vi) the Fireworks Claim;
- (o) the obligation of CTLP to pay the CH Plan Settlement Amount; and
- (p) claims of the Fireworks Trustee in Bankruptcy under the Fireworks Indemnity.

“**Undeliverable Distribution**” has the meaning set out in Section 4.10.

“**Unresolved Claim**” means a Claim that at the relevant time is disputed or otherwise unresolved and has not been accepted for purposes of voting on and/or receiving distributions under the Plan and is not barred pursuant to the Claims Procedure Order.

“**Unsecured Intercompany Note**” means the unsecured promissory note dated October 1, 2009, issued by CMI to Irish Holdco evidencing \$430,556,189.08 loaned to CMI by Irish Holdco plus accrued and unpaid interest thereon.

“**US Dollars**” or “**US\$**” means dollars denominated in the lawful currency of the United States of America.

“**Wages and Benefits**” means all outstanding wages, salaries and employee benefits (including employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share or other compensation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits), vacation pay, commissions, bonuses and other incentive payments, payments under collective bargaining agreements, and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements of the CMI Entities.

“**Website**” means <http://cfcanada.fticonsulting.com/cmi/>.

“**Western Communications**” means Western Communications Inc., a corporation governed by the CBCA.

“**Winnipeg Condo**” means the condominium with a civic address of 1003 – 141 Wellington Crescent, Winnipeg, Manitoba, being unit 59 in the condominium project known as River Parke.

“**Yellow Card**” means Yellow Card Productions Inc., a corporation governed by the OBCA.

## 1.2 Construction

In the Plan, unless otherwise stated or the context otherwise requires:

- (a) the division of the Plan into Articles and Sections and the use of headings are for convenience of reference only and do not affect the construction or interpretation of the Plan;
- (b) the words “hereunder”, “hereof” and similar expressions refer to the Plan and not to any particular Article, Section or Schedule and references to “Articles”, “Sections”, and “Schedules” are to Articles and Sections of, and Schedules to the Plan;
- (c) words importing the singular include the plural and *vice versa* and words importing any gender include all genders;
- (d) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation but rather shall mean “includes without limitation” or “including without limitation”, as applicable, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) a reference to any statute is to that statute as now enacted or as the statute may from time to time be amended, re-enacted or replaced, and includes any regulation made thereunder;
- (f) a reference to any agreement, indenture or other document is to that document as amended, supplemented, restated or replaced from time to time;
- (g) unless otherwise specified, all references to dollar amounts or to the symbol “\$” are references to Canadian dollars;
- (h) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and
- (i) unless otherwise specified, the time period within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day; whenever any payment to be made or action to be taken under the Plan is required to be made or to be taken on a day other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

### **1.3 Currency Conversion**

All Affected Claims (other than the Claims of the Noteholders) which are denominated in US Dollars shall be converted into Canadian dollars on the basis of the average US/Canadian dollar noon rate of exchange, as quoted by the Bank of Canada, over the ten Business Day period preceding the filing of the Plan as part of the CCAA Proceedings. All Affected Claims (other

than the Claims of the Noteholders) denominated in a currency other than lawful money of Canada or the United States are to be converted into Canadian dollars on the basis of the average noon rate of exchange for exchange of such currency into Canadian dollars, as quoted by the Bank of Canada, over the ten Business Day period preceding the date of filing of the Plan. For greater certainty, the Proven Distribution Claims of the Noteholders and all amounts to be distributed to the Noteholders pursuant to the Plan shall be paid in US Dollars.

#### **1.4 CMI Claims Bar Date and Restructuring Period Claims Bar Date**

Nothing in the Plan extends or shall be interpreted as extending or amending the CMI Claims Bar Date or Restructuring Period Claims Bar Date, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order, the Meeting Order, the Plan and/or the Sanction Order.

#### **1.5 Interest**

Interest shall not accrue or be paid on any Claims after the Filing Date, and no Affected Claims shall be entitled to interest accruing on or after the Filing Date.

#### **1.6 Schedules**

The following are the Schedules to the Plan:

Schedule A	—	Applicants
Schedule B	—	New Canwest Articles of Incorporation
Schedule C	—	New Canwest By-Laws
Schedule D.1	—	New Canwest Assets
Schedule D.2	—	Broadcast Licences
Schedule D.3	—	New Canwest Liabilities
Schedule D.4	—	Trademarks
Schedule D.5	—	Other Canwest Assets
Schedule D.6	—	Copyrights and Other IP
Schedule D.7	—	CTLP Pension Plans
Schedule D.8	—	CTLP Group Benefit Plans
Schedule E	—	Convenience Class Claim Declaration
Schedule F	—	Equity Compensation Plans
Schedule G	—	Monitor's Certificate

## **ARTICLE 2 PURPOSE, EFFECT OF PLAN AND OPERATIONS**

### **2.1 Purpose of Plan**

Subject to the specific provisions hereof, the purpose of the Plan is (a) to effect a compromise and settlement of all Affected Claims against the Plan Entities as finally determined in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan; (b) to facilitate the closing of the transactions contemplated in the Subscription Agreement; (c) to

effect a restructuring of the Plan Entities to enable the Business to continue on a going concern basis as a viable and competitive participant in the Canadian television broadcasting industry; (d) to facilitate the continuation of substantial employment; and (e) to maintain for the general public broad access to and choice of news, public and other information and entertainment programming from public media. The Plan is put forward in the expectation that stakeholders generally will derive a greater benefit from the continued operation of the Business by New Canwest than would result from a bankruptcy or liquidation of the Business.

## **2.2 Persons Affected**

The Plan provides for the compromise, discharge and/or release at the Effective Time of Affected Claims against the Plan Entities, Intercompany Claims against the CTLP Group Entities, a release and discharge of Canwest and the Canwest Subsidiaries in respect of all claims pertaining to the Notes, and a release of all claims and Affected Claims against the Directors and Officers and a restructuring of the Business. The Plan will become effective at the Effective Time on the Plan Implementation Date in accordance with the steps and sequence set out in Section 5.5 and shall be binding on and enure to the benefit of the CMI Entities, the Affected Creditors, the Directors and Officers and all other Persons named or referred to in, or subject to, the Plan. For purposes of the Plan, all Affected Creditors shall receive the treatment provided in the Plan on account of their Affected Claims.

## **2.3 Unaffected Claims**

The Plan does not affect the Unaffected Claims (including, for great certainty, Post-Filing Claims). Persons with Unaffected Claims will not be entitled to vote or receive any distributions under the Plan in respect of such claims. Unaffected Claims shall be dealt with in accordance with Section 4.6. Nothing in the Plan shall affect any CMI Entity's rights and defences, both legal and equitable, with respect to any Unaffected Claim (including, for great certainty, any Post-Filing Claim), including all rights with respect to legal and equitable defences or entitlements to set-offs and recoupments against such claims.

## **2.4 Business Operations**

Subject to the terms of the Subscription Agreement, Shaw Support Agreement and Support Agreement, the CMI Entities shall continue to operate the Business during the CCAA Proceedings until the Plan Implementation Date in the ordinary course of business in accordance with the Initial Order and other Orders, having regard to their insolvency and the CCAA Proceedings.

# **ARTICLE 3**

## **CLASSIFICATION OF CREDITORS, VOTING CLAIMS AND RELATED MATTERS**

### **3.1 Claims Procedure**

The procedure for determining the validity and quantum of the Affected Claims for voting and distribution purposes under the Plan shall be governed by the Claims Procedure Order, the Meeting Order, the CCAA and the Plan.



### **3.2 Classes of Creditors**

For purposes of voting on the Plan, there shall be two classes of Affected Creditors: (a) the Noteholders Class; and (b) the Ordinary Creditors Class. For purposes of voting on the Plan, Convenience Class Creditors shall be deemed to be in, and shall be deemed to vote in and as part of, the Ordinary Creditors Class.

### **3.3 Meetings**

The Meetings shall be held in accordance with the CCAA, the Claims Procedure Order, the Meeting Order, the Plan and any further Order. The only Persons entitled to attend a Meeting are the Monitor and its legal counsel and advisors; the Plan Sponsor and its legal counsel and advisors; those Persons, including the holders of proxies, ballots or other voting instruments, entitled to vote at a Meeting and their legal counsel and advisors; the CMI Entities and the Chief Restructuring Advisor, and their respective legal counsel and advisors, including RBC; the Directors and Officers, including members of the Special Committee, their legal counsel and advisors, including Genuity; members of the Ad Hoc Committee, its legal counsel and Houlihan; the Trustee and its legal counsel; and any Beneficial Noteholder. Any other Person may be admitted on invitation of the chair of a Meeting.

### **3.4 Voting by Noteholders**

Only the Beneficial Noteholders as of the Noteholder Voting Record Date will be entitled to provide instructions relating to voting in the Noteholders Class. The solicitation of votes from and the procedures for voting by the Beneficial Noteholders shall be conducted in accordance with the Meeting Order. Each Beneficial Noteholder shall be entitled to one (1) vote as a member of the Noteholders Class, which vote shall have a value equal to the principal and accrued and unpaid interest to the Filing Date owing under the Notes held by such Beneficial Noteholder.

### **3.5 Voting by the Ordinary Creditors Class**

Each Affected Creditor with an Ordinary Creditors Proven Voting Claim shall be entitled to one vote as a member of the Ordinary Creditors Class, which vote shall have a value equal to the dollar value of its Ordinary Creditors Proven Voting Claims.

### **3.6 Voting of Convenience Class Claims**

Each Convenience Class Creditor with a Proven Voting Claim shall be deemed to vote in favour of the Plan in respect of its Convenience Class Claim as a member of the Ordinary Creditors Class, which vote shall have a dollar value equal to the lesser of \$5,000 and the actual dollar value of such Convenience Class Creditor's Proven Voting Claim.

### **3.7 Election to be Treated as a Convenience Class Claim**

Affected Creditors (excluding Noteholders) with Proven Distribution Claims in excess of \$5,000 that wish to elect to have their Proven Distribution Claims treated as Convenience Class Claims must deliver a duly completed and executed Convenience Class Claim Declaration to the Monitor prior to 5:00 p.m. (Toronto time) on July 15, 2010, in which case such Proven

Distribution Claim shall be treated for all purposes as a Convenience Class Claim in the amount of \$5,000.

### **3.8 Parties Not Entitled to Vote**

Affected Creditors having claims against National Post, National Post Holdings, Western Communications, Multisound Publishers, 4501071 Canada, CGS Shareholding, CGS NZ Radio, CGS International, CGS Debenture, Canwest MediaWorks US, Canwest MediaWorks Turkish Holdings, Canwest Irish Holdco, Canwest International, Canwest International Distribution, Canwest Communications, Canwest Finance, or 30109 shall not vote on the Plan in respect of such claims. The Labour Parties shall have no vote in respect of the Retiree Terminal Deficiency Claim or the CEP Terminal Deficiency Claim. Any person having an Unaffected Claim, an Intercompany Claim or an Equity Claim shall not be entitled to vote at any Meeting in respect of such Unaffected Claim, Intercompany Claim or Equity Claim, as applicable.

### **3.9 Fractions**

An Affected Creditor's Proven Voting Claim shall not include fractional numbers and Proven Voting Claims shall be rounded down to the nearest whole Canadian dollar amount without compensation.

### **3.10 Voting of Unresolved Claims**

Subject to Section 3.11, each Affected Creditor of a Plan Entity (other than a Noteholder) holding an Unresolved Claim shall be entitled to attend the Ordinary Creditors Meeting and shall be entitled to one vote at such Meeting. The Monitor shall keep a separate record of votes cast by Affected Creditors holding Unresolved Claims and shall report to the Court with respect thereto at the Plan Sanction Hearing. The votes cast in respect of any Unresolved Claim shall not be counted for any purpose unless, until and only to the extent that such Unresolved Claim is finally determined to be a Proven Voting Claim.

### **3.11 Order to Establish Procedure for Valuing Voting Claims**

The procedure for valuing claims and resolving Unresolved Claims for voting purposes shall be as set forth in the Claims Procedure Order, the Meeting Order, the CCAA and the Plan. The CMI Entities and the Monitor shall have the right to seek the assistance of the Court in valuing any Unresolved Claim in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan, if required, to ascertain the result of any vote on the Plan.

### **3.12 Approval by Creditors**

In order to be approved, the Plan must receive an affirmative vote by the Required Majority.

### **3.13 Assignment of Ordinary Creditor Claims and Convenience Class Creditor Claims Prior to the Ordinary Creditors Meeting**

An Ordinary Creditor or a Convenience Class Creditor may transfer or assign the whole of its Claim prior to the Ordinary Creditors Meeting in accordance with paragraph 45 of the Claims Procedure Order, provided that the CMI Entities and the Monitor shall not be obliged to deal

with any such transferee or assignee as an Ordinary Creditor or a Convenience Class Creditor in respect thereof, including allowing such transferee or assignee to vote at the Ordinary Creditors Meeting, unless actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on the day that is at least ten (10) Business Days prior to the date of the Ordinary Creditors Meeting and acknowledged in writing by the Monitor and the relevant CMI Entity. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan constitute an Ordinary Creditor or a Convenience Class Creditor, as applicable, and shall be bound by any and all notices previously given to the transferor or assignor in respect of such Claim. Such transferee or assignee shall not be entitled to set-off, apply, merge, consolidate, or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to any of the CMI Entities. For greater certainty, the CMI Entities and the Monitor shall not recognize partial transfers or assignments of Claims by Ordinary Creditors or Convenience Class Creditors.

#### **ARTICLE 4 DISTRIBUTIONS AND PAYMENTS**

##### **4.1 Distributions to Noteholders**

On the Plan Implementation Date, CMI shall distribute forthwith in accordance with the Plan, to the Trustee, on behalf of the Beneficial Noteholders, an amount equal to the Noteholder Pool by way of wire transfer (in accordance with the wire transfer instructions provided by the Trustee to CMI). Upon receipt by the Trustee of the wire transfer of the Noteholder Pool as contemplated in this Section 4.1, the CMI Entities shall have no further liability or obligation to any of the Noteholders or the Trustee in respect of the Notes or the distributions contemplated in this Section 4.1. The Trustee shall remit the Noteholder Pool to the applicable Depository for distribution to each Beneficial Noteholder of such Beneficial Noteholders' Pro Rata Amount as of the Distribution Record Date in accordance with the policies, rules and regulations of the Depository.

##### **4.2 Distributions to Convenience Class Creditors**

On one or more Distribution Dates as may be set by the Monitor from time to time, the Monitor on behalf of the CMI Entities shall distribute, from the Convenience Class Pool, to each Convenience Class Creditor with a Proven Distribution Claim on the Distribution Record Date or a Convenience Class Claim that subsequently becomes a Proven Distribution Claim an amount in cash equal to the lesser of (a) \$5,000 and (b) the value of such Convenience Class Creditor's Proven Distribution Claim sent by prepaid ordinary mail to the last known address for such Convenience Class Creditor.

For greater certainty, Persons having Claims against National Post, National Post Holdings, 4501071 Canada, Western Communications, Multisound Publishers, CGS Shareholding, CGS NZ Radio, CGS International, CGS Debenture, Canwest MediaWorks US, Canwest MediaWorks Turkish Holdings, Canwest Irish Holdco, Canwest International, Canwest International Distribution, Canwest Communications, Canwest Finance or 30109 shall not receive any distribution from the Convenience Class Pool in respect of such Claims.

### **4.3 Distributions to Ordinary Creditors**

For purposes of distributions, Ordinary CMI Creditors shall receive distributions from the Ordinary CMI Creditors Sub-Pool and the Ordinary CTLP Creditors shall receive distributions from the Ordinary CTLP Creditors Sub-Pool. The Monitor shall distribute, on behalf of the CMI Entities, on one or more Distribution Dates as may be set by the Monitor from time to time:

- (a) to each Ordinary CMI Creditor holding a Proven Distribution Claim as of the Distribution Record Date or a Claim that subsequently becomes a Proven Distribution Claim an amount that, together with any distributions previously made on account of such Claims is equal to the aggregate of such creditor's Ordinary CMI Creditor Pro Rata Amount of the Ordinary CMI Creditors Sub-Pool; and
- (b) to each Ordinary CTLP Creditor holding a Proven Distribution Claim as of the Distribution Record Date or a Claim that subsequently becomes a Proven Distribution Claim an amount that, together with any distributions previously made on account of such Claims is equal to the aggregate of such creditor's Ordinary CTLP Creditor Pro Rata Amount of the Ordinary CTLP Creditors Sub-Pool.

All distributions shall be made by cheque and sent by prepaid ordinary mail to the last known address for such Ordinary Creditor. For greater certainty, the Monitor shall not be obligated to make any distribution to the Ordinary Creditors until all Unresolved Claims without a dollar value have been finally resolved for distribution purposes.

For greater certainty, the Labour Parties shall not receive any distributions from the Ordinary Creditors Pool or the Convenience Class Pool in respect of the Retiree Terminal Deficiency Claim or the CEP Terminal Deficiency Claim, and Persons having Claims against National Post, National Post Holdings, 4501071 Canada, Western Communications, Multisound Publishers, CGS Shareholding, CGS NZ Radio, CGS International, CGS Debenture, Canwest MediaWorks US, Canwest MediaWorks Turkish Holdings, Canwest Irish Holdco, Canwest International, Canwest International Distribution, Canwest Communications, Canwest Finance or 30109 shall not receive any distribution from the Ordinary Creditors Pool or the Convenience Class Pool in respect of such Claims.

### **4.4 Distributions Regarding Unresolved Claims**

An Affected Creditor holding an Unresolved Claim will not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Unresolved Claim becomes a Proven Distribution Claim.

### **4.5 Plan Implementation Fund**

On and/or after the Plan Implementation Date, the Monitor shall receive from the Plan Entities (other than the CTLP Group Entities) the Cash and the Other PIF Assets and such further contributions from Shaw, if any, as provided in the Plan Emergence Agreement, to constitute the

Plan Implementation Fund to be administered by the Monitor in accordance with the Plan Emergence Agreement and the Sanction Order.

#### **4.6 Payment of Unaffected Claims**

The Claims listed in paragraphs (a) to (g) inclusive and (j) and (k) in the definition of Unaffected Claims shall be paid forthwith on or after the Plan Implementation Date by the Monitor, on behalf of the CMI Entities, from the Plan Implementation Fund in accordance with the Plan Emergence Agreement. To the extent that the value of an Unaffected Claim is at issue, the Monitor shall attempt to resolve such Unaffected Claim and may seek the advice and direction of the Court in connection therewith. Any outstanding Post-Filing Claims which are not New Canwest Liabilities or Post-Filing Claims of the CTLP Group Entities shall be paid by the Monitor, on behalf of the CMI Entities, from the Plan Implementation Fund in accordance with the Plan Emergence Agreement. With respect to the Claims listed in paragraph (l) of the definition of Unaffected Claims, such Unaffected Claims shall be paid in full from the Plan Implementation Fund within six months after the date of the Sanction Order.

#### **4.7 Allocation of Distributions**

All distributions made by the Monitor and CMI pursuant to the Plan shall be made first in consideration for the outstanding principal amount of each Claim and secondly in consideration of accrued and unpaid interest and penalties.

#### **4.8 Cancellation of Certificates and Notes**

Following completion of the steps in the sequence set forth in Section 5.5, all debentures, Notes, certificates, agreements, invoices and other instruments evidencing Affected Claims will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and will be cancelled and will be null and void.

#### **4.9 Taxes**

In connection with the Plan and all distributions hereunder, the CMI Entities shall, to the extent applicable, comply with all Tax withholding and reporting requirements imposed by any Law of a federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to, and made net of, any such withholding and reporting requirements. Notwithstanding any other provision of the Plan: (a) each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed by any Governmental Entity, including income, withholding and other Tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Affected Creditor pursuant to the Plan unless and until such Affected Creditor has made arrangements satisfactory to the Monitor for the payment and satisfaction of any such Tax obligations which could result in a Tax liability for the Monitor and/or CMI Entities. Any distributions to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as Undeliverable Distributions pursuant to Section 4.10.

#### **4.10 Undeliverable Distributions**

If a distribution to an Ordinary Creditor, or a Convenience Class Creditor, in respect of its Proven Distribution Claim is returned as undeliverable (each, an “**Undeliverable Distribution**”), no further delivery will be required unless and until the Monitor is notified in writing of such Affected Creditor’s then current address. Any obligation to an Affected Creditor relating to an Undeliverable Distribution will expire six (6) months after the date of such distribution, after which date any liability to such Affected Creditor under the Plan will be forever barred, discharged, released and extinguished with prejudice and without compensation and the amount of such Undeliverable Distribution shall be deposited into the Plan Implementation Fund. In addition, following that date, the CMI Entities and the Monitor shall not be liable to the Affected Creditor or any other Person for any damages related to the Undeliverable Distribution. No interest shall be payable in respect of an Undeliverable Distribution.

#### **4.11 Assignment of Ordinary Claims Subsequent to the Ordinary Creditors Meeting**

An Ordinary Creditor may transfer or assign the whole of its Claim after the Ordinary Creditors Meeting provided that the Monitor shall not be obliged to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Ordinary Creditor in respect thereof unless actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on the day that is at least ten (10) Business Days prior to the initial Distribution Date and acknowledged in writing by the Monitor and the relevant CMI Entity. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order constitute an Ordinary Creditor and shall be bound by notices given and steps in respect of such Ordinary Creditor’s Claim. For greater certainty, the Monitor shall not recognize partial transfers or assignments of Ordinary Creditors’ Claims. A transferee or assignee of an Ordinary Creditor’s Claim shall not be entitled to set-off, apply, merge, consolidate, or combine any such Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to any of the CMI Entities. For greater certainty, a Convenience Class Creditor shall not be entitled to transfer or assign its Convenience Class Claim after delivering to the Monitor its Convenience Class Claim Declaration. Nothing in this Section 4.11 restricts the ability of a Noteholder to transfer all or part of its holdings of Notes subsequent to the Meeting but prior to the Effective Time.

#### **4.12 Treatment of Equity Claims**

- (a) The Existing Shareholders will not be entitled to any distributions under the Plan or any other compensation on account of their Equity Claims in connection with or as a result of the transactions contemplated by the Plan.
- (b) On the Plan Implementation Date, all Equity Compensation Plans of Canwest will be terminated, and any outstanding options, restricted share units or other equity-based awards outstanding thereunder will be terminated and cancelled, and the participants therein shall not be entitled to any distributions under the Plan or any other compensation on account of any Equity Claims in connection therewith.

#### **4.13 Treatment of Intercompany Claims**

Notwithstanding Sections 4.2 to 4.4, any Person having an Intercompany Claim shall not be entitled to any distribution under the Plan.

### **ARTICLE 5 RESTRUCTURING AND PLAN IMPLEMENTATION**

#### **5.1 Corporate and Other Authorizations**

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan and the Plan Emergence Agreement involving corporate or other action of the CMI Entities will occur and be effective as of the Plan Implementation Date in the sequence set out in Section 5.5, and will be authorized and approved under the Plan and by the Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by the shareholders of any CMI Entity or any of the Directors or Officers. All necessary approvals to take actions, if required, shall be deemed to have been obtained from the Directors or the shareholders of the relevant CMI Entities, including the deemed passing by any class of shareholders of any resolution or special resolution and no shareholders' agreement or agreement between a shareholder and another Person limiting in any way the taking of any such steps or actions contemplated by the Plan shall be effective and shall be deemed to have no force or effect.

#### **5.2 Incorporation of New Canwest**

Prior to the Plan Implementation Date, CMI will incorporate New Canwest under the CBCA as a wholly-owned subsidiary of CMI and will cause New Canwest to issue one (1) Class A common share to CMI for \$1. The incorporating documentation shall include the New Canwest Articles of Incorporation and the New Canwest By-Laws. The Initial Director will be an individual to be nominated by CMI.

#### **5.3 CH Plan Administrator**

Prior to the Plan Implementation Date, CMI and CTLP will apply to the Superintendent of Financial Institutions under section 29.1 of the PBSA to remove CTLP as administrator of the CH Plan and appoint a third party firm in its stead to effect an orderly wind-up of the CH Plan.

#### **5.4 4414616 Canada**

On or prior to the Plan Implementation Date, CMI shall cause 4414616 Canada to be dissolved pursuant to section 210(3) of the CBCA. CMI shall assume all debts, obligations and other liabilities of 4414616 Canada, if any, and upon such assumption, 4414616 Canada shall be fully released and discharged from all such debts, obligations and other liabilities. CMI shall have a power of attorney in respect of 4414616 Canada coupled with an interest to execute and file in the name of 4414616 Canada any elections with federal or provincial tax authorities as may be necessary or appropriate.

## 5.5 Steps to be Taken on the Plan Implementation Date

Each of the following transactions contemplated by and provided for under the Plan will be consummated and effected and shall for all purposes be deemed to occur on the Plan Implementation Date, in the sequence specified commencing at the Effective Time. Therefore all of the actions, documents, agreements and funding necessary to implement all of the following transactions must be in place and be final and irrevocable prior to the Effective Time and shall then be held in escrow and shall be released and deemed to take effect in the order specified below without any further act or formality and no other act or formality shall be required:

- (a) The Cash Collateral Agreement shall be deemed to be terminated and all obligations thereunder shall be released, discharged and extinguished with prejudice.
- (b) National Post and National Post Holdings shall repay to CMI from the National Post Transaction proceeds all advances or loans made to them from CMI from and after the Filing Date.
- (c) The Plan Implementation Fund shall be established and funded in accordance with the Plan and the Plan Emergence Agreement and held in trust by the Monitor, to be used by the Monitor in accordance with the Plan and the Plan Emergence Agreement.
- (d) The CTLP Limited Partnership Agreement shall be amended to provide that all income and losses of CTLP that would be calculated for the purposes of the ITA, or any other relevant taxation legislation of any province or other jurisdiction, and all other items of income, gain, loss, deduction, recapture and credit of CTLP (including any income arising as a result of the settlement or compromise of debts), that are allocable for purposes of the ITA or any other relevant taxation legislation of any province or other jurisdiction, earned, realized or otherwise included in the income of CTLP up to the time of the transfer by CMI to New Canwest of its units of CTLP as set out below, will be allocated to CMI as a former limited partner in CTLP except that such allocation will not include amounts otherwise allocable to GP Inc.
- (e) All Claims relating to guarantees granted by any CMI Entity or any other Canwest Subsidiary (including Irish Holdco and Ireland Nominee) to the Noteholders and/or the Trustee, such guarantees and any other security granted by any such CMI Entity or Canwest Subsidiary to the Noteholders and/or the Trustee, and all rights of indemnity and subrogation arising thereunder, shall be fully released and discharged, and, in consideration of such release and discharge of Irish Holdco, each of Irish Holdco and the Collateral Agent shall be deemed to have released and discharged any security granted to it or for its benefit in respect of the Secured Intercompany Note, and Irish Holdco shall further be deemed to have fully and finally released with prejudice CMI from its obligations to pay any interest then accrued and unpaid on the Secured Intercompany Note and the Unsecured Intercompany Note.



- (f) All contract defaults arising as a result of the CCAA Proceedings and the implementation of the Plan shall be deemed to be cured.
- (g) CTLP shall pay or cause to be paid the CH Plan Settlement Amount to the CH Plan by way of certified cheque or wire transfer in immediately available funds payable to the CH Plan Trustee for the account of the CH Plan.
- (h) (i) The Retiree Terminal Deficiency Claim shall be deemed to be fully and finally satisfied, discharged, and released and the CTLP Plan Entities shall be released of any liability in connection therewith; (ii) the CEP Terminal Deficiency Claim shall be deemed to be fully and finally satisfied, discharged and released with prejudice and the CTLP Plan Entities shall be released of any liability in connection therewith; (iii) the CEP CH Plan Grievance shall be deemed to be fully and finally satisfied and withdrawn with prejudice for all purposes, and the CEP, on behalf of the Current and Former Members, shall be deemed to fully and finally release and forever discharge with prejudice the CMI Entities from any and all Claims in relation to or arising in connection with the CH Plan and any and all Claims arising from or in relation to the CH Plan; and (iv) the Claims in relation to the CH Plan against the Directors and Officers shall be deemed to be fully and finally satisfied, discharged and released with prejudice for the purpose of the Claims Procedure Order and all other purposes, and the CEP on behalf of the Current and Former Members shall be deemed to fully and finally release and forever discharge with prejudice the Directors and Officers from any and all Claims, including the Claims against the Directors and Officers arising from or in relation to the CH Plan.
- (i) Each of 4501063 Canada, MBS Productions and Global Centre will commence dissolution under section 210(3) of the CBCA or section 237 of the OBCA, as applicable. In connection therewith, and as a consequence thereof:
  - (i) each such company shall distribute all of its assets, rights and properties to CMI, including, in the case of 4501063 Canada, the shares it holds in GP Inc., and, in all cases, any Canwest/CMI Group Intercompany Receivables held by such corporation, and such assets, rights and properties shall be vested into CMI free and clear of any liens, charges and encumbrances, including the Court Charges and the Existing Security, pursuant to a vesting provision in the Sanction Order; and
  - (ii) all debts, liabilities and other obligations of each such corporation shall be assumed by CMI, upon which assumption, such corporation shall be fully released and discharged from all such debts, liabilities and other obligations.

CMI shall, in the case of each such corporation, have a power of attorney coupled with an interest, to execute and file in the name of such corporation any elections with federal or provincial tax authorities as may be necessary or appropriate.

- (j) Canwest shall transfer or cause to be transferred the Trademarks, the Copyrights and Other IP, the Other Canwest Assets and any and all Canwest/CMI Group Intercompany Receivables owing to it to CMI in consideration for the issuance of one (1) common share of CMI. Canwest shall assign or cause to be assigned the Trademarks Licence Agreement, the Trademarks Licence, and the CW Media Trademarks Licence Agreements to CMI and CMI shall assume Canwest's liabilities and obligations under the Trademarks Licence Agreement, the Trademarks Licence, the CW Media Trademarks Licence Agreements and under section 6.4 of the Omnibus Transition and Reorganization Agreement.
- (k) All Claims and Unaffected Claims against the CTLP Plan Entities excluding: (i) Intercompany Claims (other than the Fireworks Claim), (ii) the Post-Filing Claims against the CTLP Plan Entities, and (iii) the obligation of CTLP to pay the CH Plan Settlement Amount, shall be deemed to be Claims against CMI on the following basis:
- (i) CMI shall assume the Fireworks Claim for consideration equal to \$1;
  - (ii) CMI shall assume and become liable in the stead of the CTLP Plan Entities to pay the amount ultimately determined to be payable to the holders of such claims against the CTLP Plan Entities either as a distribution in accordance with the Plan or a payment from the Plan Implementation Fund (which amount shall be hereinafter referred to as the **"Assumption Consideration Amount"**);
  - (iii) as consideration for the assumption by CMI referred to in this Section 5.5(k) of the obligations to pay distributions, or make payments from the Plan Implementation Fund, in respect of such claims against CTLP, CTLP shall concurrently with such assumption pay to CMI an amount equal to the CTLP Assumption Consideration Amount, which shall be satisfied as follows:
    - (A) by a reduction in the amount, if any, owing under the CTLP-CMI Receivable; and
    - (B) to the extent that the CTLP Assumption Consideration Amount exceeds the amount of the CTLP-CMI Receivable, by the issuance of a demand note in favour of CMI with a principal amount equal to the excess (the **"CTLP Assumption Consideration Note"**).
  - (iv) as consideration for the assumption by CMI referred to in this Section 5.5(k) of the obligations to pay distributions, or make payments from the Plan Implementation Fund in respect of such claims against each other CTLP Plan Entity, each such CTLP Plan Entity shall concurrently with such assumption issue a demand note in favour of CMI with a principal amount equal to \$1 in respect of the Fireworks Claim and in each other case the amount of the Assumption Consideration Amount, if any, relating

to such claims against it (each such note, an “**Other CTLP Plan Entity Assumption Consideration Note**”); and

- (v) the holders of such claims shall have no further claims against the CTLP Plan Entities.
- (l) The Court Charges and the Existing Security shall be released as they relate to (i) the New Canwest Assets; (ii) the CW Investments Shares; (iii) the assets of the CTLP Plan Entities; (iv) the CTLP Assumption Consideration Note; and (v) the Other CTLP Plan Entity Assumption Consideration Notes and any Canwest/CMI Group Intercompany Receivables owing to CMI by a CTLP Plan Entity.
- (m) All amounts owing by Canwest and the Canwest Subsidiaries (excluding the CTLP Group Entities) to a CTLP Plan Entity, immediately prior to the transaction referred to in this Section 5.5(m), shall be forgiven and released.
- (n) CMI shall contribute the Other CTLP Plan Entity Assumption Consideration Notes and any Canwest/CMI Group Intercompany Receivables owing to it (other than amounts owing to it by CTLP) to the capital of CTLP.
- (o) CMI shall transfer and assign the New Canwest Assets to New Canwest and New Canwest shall assume the New Canwest Liabilities without recourse to the CMI Entities other than the CTLP Plan Entities. Upon the assumption by New Canwest of the New Canwest Liabilities, none of the CMI Entities (other than the CTLP Plan Entities) or the Directors and Officers shall have any further obligation or liability in respect of any of the New Canwest Liabilities and CMI and the Directors and Officers shall be fully released and discharged with prejudice from the New Canwest Liabilities. To the extent that CMI does not have legal or beneficial title to the New Canwest Assets immediately prior to the transfer of the New Canwest Assets to New Canwest and such legal and beneficial title of such New Canwest Assets is held by any one of the CMI Entities, such CMI Entity shall be deemed to transfer to CMI all of its legal or beneficial interest in such New Canwest Assets immediately prior to the transfer of the New Canwest Assets by CMI to New Canwest. The transfer of the New Canwest Assets to New Canwest shall be free from any liens, charges and encumbrances including the Court Charges and the Existing Security, pursuant to a vesting provision in the Sanction Order.
- (p) New Canwest shall assume the defence and responsibility for the conduct of the Insured Litigation, including the payment of the Insured Litigation Deductibles with respect thereto and responsibility for the day-to-day case management of the Insured Litigation. Such case management responsibilities are to include, without limitation, providing instructions to counsel, making employees available for examinations for discovery, providing documents, and providing witnesses at trial. New Canwest shall pay all Insured Litigation Deductibles in the same manner and to the same extent that Canwest, CMI, or any of the CTLP Plan Entities would otherwise have been required to pay such deductibles in respect of the Insured Litigation. For greater certainty, New Canwest will not assume

liability of Canwest, CMI, or any of the CTLP Plan Entities with respect to the Insured Litigation beyond payment of any Insured Litigation Deductibles assumed in accordance with this Section 5.5 and distribution of any insurance proceeds received by New Canwest, and New Canwest will not be responsible for any amounts payable by Canwest, CMI, or any of the CTLP Plan Entities with respect to such litigation, except to the extent that insurance proceeds are available and in such cases shall assist as reasonably necessary including making Employees available as necessary, at New Canwest's cost.

- (q) All Transfer Taxes shall be paid by New Canwest, subject to any applicable election available to reduce or eliminate such Transfer Taxes.
- (r) The Broadcast Licences held by GP Inc. as general partner and CMI as limited partner carrying on business as CTLP will be "surrendered" to the CRTC following the issuance of new broadcasting licences by the CRTC to GP Inc. and New Canwest carrying on business as CTLP.
- (s) In consideration for the transfer to New Canwest by CMI of the Canwest/CMI Group Intercompany Receivables owing to CMI by CTLP, the CTLP Assumption Consideration Note and any amounts receivable by CMI under the Shared Services Agreement and/or the Omnibus Transition and Reorganization Agreement, New Canwest will concurrently with such transfer issue the New Canwest Note to CMI.
- (t) In consideration for the transfer to New Canwest by CMI of all other New Canwest Assets, New Canwest will concurrently with such transfer issue one (1) million Class A common shares in New Canwest to CMI and will assume the New Canwest Liabilities.
- (u) As determined by CIT and CMI prior to the Plan Implementation Date, the CIT Credit Agreement will be repaid and terminated and any existing letters of credit issued under the CIT Credit Agreement will be cash collateralized, replaced or addressed by issuing new back-to-back letters of credit.
- (v) Canwest and CMI shall be deemed to provide the Plan Sponsor with an irrevocable direction to pay the Subscription Price net of the Noteholder Pool to the Monitor and the Plan Sponsor shall pay the Subscription Price net of the Noteholder Pool to the Monitor. The Monitor shall receive and hold the Subscription Price net of the Noteholder Pool in trust for the benefit of the Affected Creditors of the Plan Entities (other than the Noteholders) in accordance with the Plan. The Monitor shall divide that part of the Subscription Price which it receives into and shall establish the Ordinary Creditors Pool, including the Ordinary CMI Creditors Sub-Pool and the Ordinary CTLP Creditors Sub-Pool and the Convenience Class Pool.
- (w) The Plan Sponsor shall pay the portion of the Subscription Price equal to the Noteholder Pool to CMI and CMI shall establish the Noteholder Pool therefrom.

- (x) As consideration for the Subscription Price for the acquisition from CMI, pursuant to a vesting provision in the Sanction Order, all of the issued and outstanding shares of New Canwest, the New Canwest Note, and the CW Investments Shares shall be transferred to and vested in 7316712 Canada free and clear from any liens, charges and encumbrances, including the Court Charges and the Existing Security, pursuant to a vesting provision in the Sanction Order.
- (y) The Initial Director, and the Directors and Officers of GP Inc. and of the Subsidiaries controlled by CTLP shall be deemed to have resigned and shall be replaced by directors and officers nominated by 7316712 Canada.
- (z) All Directors and Officers and any committee members of Canwest including the Special Committee, as applicable, CMI, National Post Holdings, CW Investments (other than the Shaw nominees) and their respective Subsidiaries and of 4501071 Canada shall be deemed to have resigned.
- (aa) Contemporaneously with the transfer of the CW Investments Shares to 7316712 Canada, CMI shall assign and transfer all of its rights and obligations under the Shareholders Agreement to 7316712 Canada.
- (bb) All Equity Compensation Plans will be cancelled without compensation to their participants.
- (cc) In addition to the releases referred to in Sections 5.5(e) and 5.5(h) and Section 6.3(d), all of the releases set out in Section 7.3 will be effected and all Affected Claims and other matters and claims to be released by Section 7.3 shall be satisfied extinguished, released and forever barred with prejudice.
- (dd) The Employees of the CTLP Group Entities shall continue to be employed by one of the CTLP Group Entities. To the extent that Persons having existing contracts (written or oral) with one of the CTLP Group Entities on the Plan Implementation Date provide services to one of the CTLP Group Entities, such CTLP Group Entity shall continue to retain such Persons as independent contractors.
- (ee) All security interests in, and pledges of, the Irish Holdco Preference "A" Shares, granted by CMI, including any Court Charges and the Existing Security, shall be deemed to be fully released and discharged.
- (ff) Irish Holdco shall redeem 345,063 of the Irish Holdco Preference "A" Shares for the Irish Holdco Aggregate Redemption Price.
- (gg) Irish Holdco shall fully satisfy its obligation to pay the Aggregate Redemption Price by set-off of the full principal amount owing under (i) the Secured Intercompany Note and (ii) the Unsecured Intercompany Note and by set-off of the \$72,306,685 of the amount owing under the Irish Holdco Intercompany Receivable, so that after the completion of the set-off herein, CMI's obligations under the Secured Intercompany Note shall be satisfied in full and the Irish Holdco Intercompany Receivable will be reduced to \$315.

## 5.6 National Post and National Post Holdings

- (a) The Noteholders shall not receive any distributions under the Plan from National Post or National Post Holdings. On the Plan Implementation Date, all Claims which the Noteholders have against National Post or National Post Holdings shall be barred, released and forever discharged with prejudice.
- (b) On the Plan Implementation Date, National Post Holdings and National Post shall deliver to the Monitor assignments in bankruptcy under the BIA naming the Monitor as Trustee in Bankruptcy. The Trustee in Bankruptcy shall apply for an order consolidating the bankruptcy estates of National Post Holdings and National Post to create the National Post Consolidated Bankruptcy Estate.
- (c) The Claims Procedure Order, the CMI Claims Bar Date, and the Restructuring Period Claims Bar Date shall continue to apply in respect of the determination of Claims against National Post Holdings, National Post and the National Post Consolidated Bankruptcy Estate, if any, for voting purposes and distributions in such estates and only Ordinary Creditors having Proven Distribution Claims against National Post Holdings, National Post and the National Post Consolidated Bankruptcy Estate, if any, shall be entitled to receive distributions from National Post Holdings, National Post or the National Post Consolidated Bankruptcy Estate.
- (d) The remaining proceeds of sale from the National Post Transaction after the repayment by National Post of the advances made by CMI to National Post from and after the Filing Date shall be vested in the Trustee in Bankruptcy of the estates of National Post Holdings, National Post, or the National Post Consolidated Bankruptcy Estate, if any, free and clear of all Court Charges and the Existing Security.

## 5.7 Post-Implementation Matters

- (a) The Monitor shall complete the resolution of the Unresolved Claims in accordance with the Claims Procedure Order, the Meeting Order, the Sanction Order, the Plan and the Plan Emergence Agreement and complete any remaining distributions to Affected Creditors of the Plan Entities holding Proven Distribution Claims.
- (b) In addition to the bankruptcy of National Post and National Post Holdings, following the Plan Implementation Date, the Sanction Order shall empower and authorize the Monitor in its discretion under the Sanction Order to assign into bankruptcy under the BIA, or effect a liquidation, winding-up or dissolution of Canwest and any Canwest Subsidiaries which remain as such following the completion of the transfer by CMI of the shares in New Canwest and the CW Investments Shares to 7316712 Canada and to take any steps necessary or incidental thereto, including effecting any required change of name where permitted. The Proven Distribution Claims of Ordinary Creditors who do not receive a distribution from the Ordinary Creditors Pool or the Convenience Class

Pool in respect of any such remaining Canwest Subsidiaries being wound-up, liquidated or dissolved shall continue to remain outstanding against such remaining entities but shall be released as against the Plan Entities and the Directors and Officers. The Sanction Order shall also authorize the Monitor to act as trustee in bankruptcy, liquidator, receiver or similar official in respect to any such bankruptcy, liquidation, winding-up or dissolution.

- (c) The Monitor shall be empowered and authorized to retain such advisors and legal counsel in Canada and in other jurisdictions as it deems necessary and advisable and to pay for such advisors and counsel from the Plan Implementation Fund.

## **ARTICLE 6 SANCTION ORDER AND PLAN IMPLEMENTATION**

### **6.1 Application for Sanction Order**

If the Plan is approved by the Requisite Majority, the Applicants shall apply to the Court for the Sanction Order. The CMI Entities shall use their commercially reasonable efforts to obtain the Sanction Order on or before August 27, 2010. Subject to the Sanction Order being granted and the satisfaction or waiver by the applicable Parties of the Conditions Precedent set out in Section 6.3, the Plan will be implemented by the CMI Entities as provided in Section 5.5.

### **6.2 Effect of Sanction Order**

In addition to sanctioning the Plan, the Applicants will seek a Sanction Order that will, without limitation to any other terms that it may contain:

- (a) confirm that the Meetings have been duly called and held in accordance with the Meeting Order;
- (b) declare that (i) the Plan has been approved by the Required Majority in conformity with the CCAA; (ii) the CMI Entities have complied with the provisions of the CCAA and the Orders in all respects; (iii) the Court is satisfied that the CMI Entities have not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the transactions contemplated thereby are fair and reasonable;
- (c) declare that as of the Plan Implementation Date, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and the restructuring effected thereby are approved, binding and effective as herein set out upon the CMI Entities, all Affected Creditors and all other Persons affected by the Plan;
- (d) declare that the steps to be taken and the compromises and releases to be effected on the Plan Implementation Date are deemed to occur and be effected in the sequential order contemplated by Section 5.5 on the Plan Implementation Date, beginning at the Effective Time;

- (e) authorize (i) the winding-up and dissolution of 4501063 Canada, MBS Productions and Global Centre under section 210(3) of the CBCA or section 237 of the OBCA, as applicable, (ii) the transfer of all of the assets, rights and properties of each such corporation, including, in the case of 4501063 Canada, the shares that it holds in GP Inc., and, in all cases, any Canwest/CMI Group Intercompany Receivables held by such corporation, to CMI on the Plan Implementation Date and that such assets, rights and properties shall vest in CMI free and clear of any liens, charges and encumbrances, including the Court Charges and the Existing Security, and (iii) the assumption by CMI of all of the debts, obligations and other liabilities of 4501063 Canada, MBS Productions and Global Centre;
- (f) authorize and approve the assumption by CMI of all of the debts, obligations and other liabilities of the Canwest Subsidiaries provided for in the Plan.
- (g) authorize and approve the transfer and assignment by CMI of the New Canwest Assets to New Canwest and vest the New Canwest Assets in New Canwest free and clear of all liens, charges and encumbrances, including the Court Charges and the Existing Security;
- (h) declare that all shares issued by New Canwest to CMI pursuant to the Plan shall have been validly issued;
- (i) authorize and approve the assumption by New Canwest of all of the New Canwest Liabilities and declare that upon such assumption, CMI shall have no further obligation in respect of the New Canwest Liabilities and CMI shall be forever released and discharged from the New Canwest Liabilities;
- (j) authorize and approve of the transfer and assignment by CMI of all of the issued and outstanding shares of New Canwest, the New Canwest Note and the CW Investments Shares to 7316712 Canada and vest in 7316712 Canada such assets free and clear of all liens, charges and encumbrances, including the Court Charges and the Existing Security;
- (k) declare that the compromises, arrangements, discharges and the releases referred to in Sections 5.5(e) and 5.5(h), Section 6.3(d) and Section 7.3 are approved and shall become binding and effective in accordance with the Plan;
- (l) terminate and discharge the Court Charges and the Existing Security on the Plan Implementation Date, provided however that from and after the Plan Implementation Date, the Administration Charge shall only apply and extend to the Ordinary Creditors Pool and the Plan Implementation Fund;
- (m) compromise, discharge and release Canwest, CMI, and the CTLP Plan Entities, from any and all Affected Claims and compromise, discharge and release the CTLP Plan Entities from all Intercompany Claims not affected or otherwise dealt with by the provisions of Section 5.5 and that are owed, immediately after Section 5.5(gg) to Canwest or its Subsidiaries (other than the CTLP Group Entities and



CW Investments and its Subsidiaries) (as determined immediately after Section 5.5(gg)) and declare that the ability of any Person to proceed against Canwest, CMI and the CTLP Plan Entities in respect of or relating to any such Affected Claims and claims shall be forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims and claims shall be permanently stayed against the Plan Entities, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;

- (n) declare that any Claims for which a CMI Notice of Dispute or a CMI Proof of Claim has not been filed by the CMI Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, shall be forever barred, extinguished and released with prejudice;
- (o) declare that, subject to the performance by the CMI Entities of the obligations under the Plan, all obligations, contracts, agreements, leases or other arrangements to which any one of the CMI Entities is a party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date, unless disclaimed or resiliated by any of the CMI Entities pursuant to the Claims Procedure Order or the Meeting Order, and no party to any such obligation or agreement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:
  - (i) of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;
  - (ii) that the CMI Entities have sought or obtained relief or have taken steps as part of the Plan or under the CCAA;
  - (iii) of any default or event of default arising as a result of the financial condition or insolvency of the CMI Entities;
  - (iv) of the effect upon the CMI Entities of the completion of any of the transactions contemplated under the Plan, including the transfer of the New Canwest Assets to New Canwest; or
  - (v) of any compromises, settlements, restructurings and releases effected pursuant to the Plan;
- (p) remove the name "Canwest" from the corporate, business, trade, or partnership names of any of the CMI Entities and their Subsidiaries other than the CTLP Plan Entities and change the registered office of the CMI Entities other than the CTLP Plan Entities to Toronto, Ontario;

- (q) approve the Plan Emergence Agreement and all schedules thereto including the PIF Schedule, and declare that the Monitor and the Plan Sponsor shall have no liability in respect of amounts to be paid out of the Plan Implementation Fund pursuant to the Plan Emergence Agreement and the Plan, or for any costs or expenses associated therewith, or for any deficiencies in the Plan Implementation Fund;
- (r) authorize the Monitor to perform its functions and fulfil its obligations under the Plan to facilitate the implementation of the Plan and expand the powers of the Monitor to perform its obligations under the Plan and the Plan Emergence Agreement, including to (i) administer and distribute the Plan Implementation Fund, (ii) receive the Subscription Price net of the Noteholder Pool, (iii) establish and hold the Ordinary Creditors Pool, including the Ordinary CMI Creditors Sub-Pool, the Ordinary CTLP Creditors Sub-Pool and the Convenience Class Pool, (iv) resolve any Unresolved Claims, (v) effect the distributions in respect of Proven Distribution Claims to the Ordinary Creditors and the Convenience Class Creditors and pay the Unaffected Claims (including without limitation, to resolve any unresolved Unaffected Claims) in accordance with the Plan and the Plan Emergence Agreement, (vi) effect the liquidation, bankruptcy, winding-up or dissolution of Canwest and certain of its remaining Canwest Subsidiaries including, for the avoidance of doubt, the foreign Canwest Subsidiaries, (vii) authorize the Monitor, if required, to act as trustee in bankruptcy, liquidator, receiver or a similar official of such entities, (viii) liquidate any assets of the CMI Entities (other than the CTLP Plan Entities), including the Winnipeg Condo, not transferred to New Canwest pursuant to the Plan, and to contribute any net proceeds realized therefrom to the Plan Implementation Fund, (ix) take all appropriate steps to collect all refunds, dividends, distributions or other amounts payable to Canwest or CMI, (x) implement a claims process to determine and resolve any Post-Filing Claim which is to be paid from the Plan Implementation Fund, and (xi) such other powers as may be granted by the Court from time to time;
- (s) declare that all distributions and payments by the Monitor to the Ordinary Creditors and the Convenience Class Creditors under the Plan are for the account of the CMI Entities and the fulfillment of the CMI Entities' obligations under the Plan;
- (t) declare that, after the Effective Time, the Applicants which are CTLP Plan Entities shall no longer be Applicants in the CCAA Proceedings; provided that in connection with the CTLP Plan Entities, the Monitor's powers and functions with respect to the resolution and administration of Unresolved Claims, making distributions under the Plan and duties under the Plan Emergence Agreement and the CCAA, including determining, resolving and paying Unaffected Claims related to the CTLP Plan Entities shall continue;
- (u) authorize the Monitor to file on or after the Plan Implementation Date assignments in bankruptcy under the BIA for National Post and National Post Holdings and authorize FTI to apply for the consolidation of and to act as trustee

in bankruptcy of such entities, including the National Post Consolidated Bankruptcy Estate, if any;

- (v) provide that the Noteholders and the Trustee shall have no Claims against National Post Holdings, National Post and the National Post Consolidated Bankruptcy Estate, if any, and that the Claims Procedure Order, the CMI Claims Bar Date, the Meeting Order and the Restructuring Period Claims Bar Date shall apply to resolve all Claims against National Post Holdings, National Post or the National Post Consolidated Bankruptcy Estate, if any;
- (w) declare that the Stay of Proceedings under the Initial Order continues until the discharge of the Monitor;
- (x) provide that section 36.1 of the CCAA, sections 95 to 101 of the BIA and any other federal or provincial Law relating to preferences, fraudulent conveyances or transfers at undervalue, shall not apply to the Plan or to any payments or distributions made in connection with the restructuring and recapitalization of the CMI Entities, whether before or after the Filing Date, including to any and all of the payments, distributions or transactions contemplated by and to be implemented pursuant to the Plan;
- (y) provide that the Chief Restructuring Advisor shall be discharged and released from its obligations on the Plan Implementation Date;
- (z) discharge and release any liability of Directors and Officers and the Initial Director in accordance with the release set out in Section 7.3(a) and declare that the ability of any Person to proceed against them in respect of or relating to any Affected Claims shall be forever discharged, extinguished, released and restrained;
- (aa) confirm the releases contemplated in Sections 5.5(e) and 5.5(h), Section 6.3(d) and Section 7.3;
- (bb) stay the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of any matter released pursuant to Sections 5.5(e) and 5.5(h) and Section 7.3;
- (cc) authorize the Applicants, the Monitor and the Plan Sponsor to apply to the Court for advice and direction in respect of any matter arising from or under the Plan and/or the Plan Emergence Agreement; and
- (dd) authorize and direct the Monitor to apply to the Court for its discharge.

### 6.3 Conditions to Plan Implementation

The implementation of the Plan is subject to the satisfaction or waiver of the following Conditions Precedent prior to or at the Effective Time (provided that, for greater certainty, the Condition Precedent set out in Section 6.3(f) cannot be waived):

- (a) the Plan, the Sanction Order, and all definitive legal documentation in connection with all of the foregoing shall be in a form agreed by Canwest, CMI, the Ad Hoc Committee and the Plan Sponsor;
- (b) the Plan shall have been approved and sanctioned by the Court, and the Sanction Order shall be in full force and effect and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been finally disposed of by the applicable appellate court;
- (c) there shall not exist or have occurred any default or event of default (other than those defaults or events of default that are remedied or waived and other than an event of default arising from a breach of section 5(b) of the Cash Collateral Agreement which does not result in another event of default) under the CIT Credit Agreement or the Cash Collateral Agreement;
- (d) CTLP shall have ceased to be the administrator of the CH Plan, a third party firm shall have been appointed in its place, and CTLP shall be released from any and all Claims as administrator of the CH Plan;
- (e) the Court shall have approved the Omnibus Transition and Reorganization Agreement and the transactions contemplated therein shall have become effective;
- (f) Canwest, CMI, New Canwest, GP Inc., the Plan Sponsor and the Monitor shall have entered into the Plan Emergence Agreement and shall all have agreed to the final PIF Schedule;
- (g) Canwest, CMI, New Canwest and the Plan Sponsor shall have entered into the Tax Matters Agreement;
- (h) CMI shall, immediately prior to the Effective Time, own, directly or indirectly, a minimum of 35.33% of the outstanding equity shares of CW Investments and CW Investments shall, at the Effective Time, own substantially all of the assets that it owned as at October 5, 2009;
- (i) all filings under applicable Laws shall have been made and any material regulatory consents or approvals that are required in connection with the transactions contemplated by the Plan, including the issue of the Broadcast Licences, shall have been obtained, including under the *Competition Act* (Canada) and the *Broadcasting Act* (Canada), on terms satisfactory to CMI and the Plan Sponsor;
- (j) there shall be no liabilities or contingent liabilities of any of the CTLP Plan Entities in respect of any registered pension plans, except for (i) those registered

pension plans listed on Schedule D.7, and (ii) any multi-employer pension plans in which any of the CTLP Plan Entities are required to contribute pursuant to a collective bargaining agreement;

- (k) the Trustee shall have delivered to CMI in writing wire instructions no later than three (3) Business Days prior to the Plan Implementation Date;
- (l) all conditions of closing under the Subscription Agreement, Shaw Support Agreement and Support Agreement shall have been satisfied or waived by the applicable parties in accordance with the terms of the Subscription Agreement, Shaw Support Agreement or Support Agreement, and the Subscription Agreement, Shaw Support Agreement or Support Agreement shall not have been terminated. For greater certainty, the conditions precedent in this Section 6.3(l) may be waived only upon the consent of all Parties who benefit from the particular condition precedent in the Subscription Agreement, the Shaw Support Agreement or the Support Agreement that remains unsatisfied as at the Effective Time; and
- (m) the Monitor shall have received from the Plan Sponsor the Subscription Price net of the Noteholder Pool to be held in escrow until the Monitor's Certificate is delivered.

**6.4 Monitor's Certificate**

Upon the satisfaction or waiver of the Conditions Precedent, Canwest, the Plan Sponsor and the Ad Hoc Committee shall so advise the Monitor in writing and the Monitor shall deliver to the CMI Entities, the Ad Hoc Committee and the Plan Sponsor the Monitor's Certificate substantially in the form of Schedule G. On or forthwith following the Plan Implementation Date, the Monitor shall file such Monitor's Certificate with the Court and shall post a copy of same, once filed, on the Website.

**6.5 Outside Date**

If the Conditions Precedent are not satisfied on or before September 30, 2010, unless such date is extended in accordance with the Subscription Agreement, Shaw Support Agreement and Support Agreement, the Plan and the Sanction Order shall cease to have any further force or effect and will not be binding on any Person.

**ARTICLE 7  
EFFECT OF THE PLAN**

**7.1 Effect of the Plan Generally**

Following completion of the steps in the sequence set forth in Section 5.5, the Plan will constitute: (a) full, final and absolute settlement, and a release, extinguishment and discharge of all indebtedness, liabilities and obligations of or in respect of all (i) Affected Claims except Intercompany Claims against the Plan Entities; (ii) in the case of the CTLP Plan Entities, all Intercompany Claims not affected or otherwise dealt with by the provisions of Section 5.5 and

that are owed, immediately after Section 5.5(gg) to Canwest or its Subsidiaries (other than the CTLP Group Entities and CW Investments and its Subsidiaries) (determined immediately after Section 5.5(gg)); and (iii) in the case of the Noteholders, Claims of the Noteholders against Canwest and the Canwest Subsidiaries including any interest and costs accruing and unpaid thereon; and (iv) Equity Claims; and (b) a reorganization of the Business.

## 7.2 Prosecution of Judgments

From and after the completion of the steps to be taken at the Effective Time as set out in Section 5.5, no step or proceeding may be taken in respect of any action, suit, judgment, execution, cause of action or similar proceeding in connection with any Affected Claim against the Plan Entities and any such proceedings will be deemed to have no further effect against any Plan Entity or any of its assets and will be released, discharged, dismissed or vacated without cost to the Plan Entities. Any Plan Entity may apply to the Court or any court of competent jurisdiction to obtain a discharge or dismissal, if necessary, of any such proceedings without notice to the Affected Creditor.

## 7.3 Released Parties

- (a) On the Plan Implementation Date, and without limiting in any way the releases and discharges of all Claims provided for in Sections 5.5(e) and 5.5(h) and Section 6.3(d), Canwest, the CMI Entities and the Canwest Subsidiaries and each of their respective present and former shareholders, the Directors and Officers, members of the Special Committee or any pension or other committee or governance counsel, financial advisors (including RBC and Genuity), legal counsel and agents, the Monitor and its counsel, FTI, the Chief Restructuring Advisor, the Initial Director, the Retiree Representative Counsel, the Retiree Representatives and the Plan Sponsor and the present and former directors, officers and agents of each (collectively, the "**Released Parties**") will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature that any Person (including any Person who may claim contribution or indemnification against or from them) may be entitled to assert, including any and all Claims in respect of statutory liabilities of Directors, Officers, and any alleged fiduciary (whether acting as a director, officer, member of the Special Committee or a pension or other committee or governance counsel or acting in any other capacity in connection with the administration of the CH Plan or any other pension or benefit plan of any of the CMI Entities) whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date relating to, arising out of or in connection with any claim, including any claim arising out of (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral, (ii) the business and affairs of Canwest, any of the CMI Entities or any of the Canwest Subsidiaries, (iii) the administration or

management of the CH Plan or any other pension or benefit plans, (iv) the Plan, (v) the CCAA Proceedings, (vi) any transaction referenced in the Support Agreement, the Subscription Agreement, the Shaw Support Agreement, the CTLP Limited Partnership Agreement or the Plan Emergence Agreement, provided however that nothing in this Section 7.3 will release or discharge:

- (A) Canwest or any of the Canwest Subsidiaries (other than the CTLP Plan Entities) from or in respect of (x) any Unaffected Claim or (y) its obligations to Affected Creditors under the Plan or under any Order;
- (B) a Released Party if the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct or to have been grossly negligent or, in the case of Directors, in respect of any claim referred to in section 5.1(2) of the CCAA;
- (C) any Claim (other than a Claim of a Noteholder or the Trustee) against a CMI Entity which is not a Plan Entity, and any Affected Creditor shall be allowed to continue to assert such Claim against National Post Holdings, National Post, and any National Post Consolidated Bankruptcy Estate or against any such other CMI Entity which is not a Plan Entity; and
- (D) claims of creditors against Canwest Subsidiaries which are not CMI Entities.

For greater certainty and notwithstanding sub-paragraphs A, B, C and D above, all Claims including all Restructuring Period Claims filed against the Directors and Officers pursuant to the Claims Procedure Order or otherwise and all other claims against the Directors and Officers of Canwest and the Canwest Subsidiaries shall be discharged, released and forever barred with prejudice, and the Directors and Officers shall have no further liability in respect thereto.

- (b) At the Effective Time, the Noteholders, the Ad Hoc Committee, the Trustee and each of their respective present and former shareholders, officers, directors, legal counsel, agents and Houlihan, (collectively, the “**Noteholder Released Parties**”) will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature that any Person (including any Person who may claim contribution or indemnification against or from them) may be entitled to assert whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time relating to, arising out of or in connection with the Notes (including any guarantee obligations under the Notes or the Indenture), the

recapitalization of the CMI Entities, the Plan, the CCAA Proceedings, the Support Agreement and the Shaw Support Agreement and any other actions or matters related directly or indirectly to the foregoing; provided that nothing in this Section 7.3(b) will release or discharge any of the Noteholder Released Parties in respect of their obligations under the Plan and provided further that nothing in this Section 7.3(b) will release or discharge a Noteholder Released Party if the Noteholder Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct, or to have been grossly negligent.

**7.4 Guarantees and Similar Covenants**

No Person who has a Claim under any guarantee, surety, indemnity or similar covenant in respect of any Claim that is compromised under the Plan or who has any right to claim over in respect of, or to be subrogated to the rights of, any Person in respect of a Claim that is compromised under the Plan will be entitled to any additional rights beyond the rights of the Affected Creditor whose Claim is compromised under the Plan.

**7.5 Consents, Waivers and Agreements**

At the Effective Time, each Affected Creditor will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety. Without limitation to the foregoing, each Affected Creditor will be deemed:

- (a) to have executed and delivered to the CMI Entities all consents, assignments, releases and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;
- (b) to have waived any default by or rescinded any demand for payment against any CMI Entity that has occurred on or prior to the Plan Implementation Date pursuant to, based upon or as a result of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Affected Creditor and such CMI Entity with respect to an Affected Claim;
- (c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor and any CMI Entity with respect to an Affected Claim as at the Plan Implementation Date and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and
- (d) from and after the Effective Time, such Affected Creditor shall be deemed to have waived any and all defaults of the CMI Entities (except defaults under the securities, contracts, instruments, releases and other documents delivered under the Plan or entered into in connection therewith or pursuant thereto) then existing or previously committed by the CMI Entities or caused by the CMI Entities, directly or indirectly, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any



contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Affected Creditor and the CMI Entities arising from the filing by the Applicants under the CCAA or the transactions contemplated by the Plan and the failure by any CMI Entity to receive any consent from such Affected Creditor to any transaction contemplated by the Plan, including a default arising therefrom under a covenant relating to any affiliate or a Canwest Subsidiary other than the CMI Entities, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.

## **7.6 Multiple Affected Claims**

At the Effective Time, for distribution purposes under the Plan, in respect of all Affected Creditors and their rights in respect of Affected Claims: (a) all guarantees and indemnities of a Plan Entity of the payment or performance by another Plan Entity with respect to any Affected Claim will be deemed eliminated and cancelled; and (b) any Affected Claim against a Plan Entity and all guarantees and indemnities by a Plan Entity of any such Affected Claim will be treated as a single Affected Claim against the Plan Entities.

For greater certainty, the treatment of Affected Claims as provided in this Section 7.6 will not affect the legal and corporate structures of the CMI Entities or cause any CMI Entity to be liable for any Claim for which it is not otherwise liable.

## **ARTICLE 8 GENERAL**

### **8.1 Amendments**

Before and during each Meeting, the CMI Entities may at any time and from time to time, amend the Plan by written instrument and the Monitor shall post such amendment on the Website, subject to the receipt of the prior written consent to such amendment of the Plan Sponsor and the Ad Hoc Committee. The CMI Entities will give reasonable written notice to all Affected Creditors present at each Meeting of the details of any such amendment prior to the vote being taken to approve the Plan. After the Meetings, the CMI Entities may at any time and from time to time amend the Plan by written instrument if (a) the Court, the CMI Entities, the Ad Hoc Committee and the Plan Sponsor, or (b) the Monitor, the CMI Entities, the Plan Sponsor and the Ad Hoc Committee without the need for obtaining an Order, consent to such amendment and determine that such amendment would not be materially prejudicial to the interests of the Affected Creditors under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order, provided that the CMI Entities shall give reasonable written notice of the details of any such amendment to Affected Creditors that have filed a notice of appearance in the CCAA Proceedings and shall post such notice on the Website. The Applicants will file a copy of any amendment to the Plan with the Court, but no notice will be provided to Affected Creditors, other than as provided in this Section 8.1, and no additional vote of the Affected Creditors will be necessary to give effect to such amendment to the Plan.

## **8.2 Non-Consummation of the Plan**

If the Sanction Order is not issued, the Plan will be null and void in all respects and any claim, settlement, compromise or assignment embodied in the Plan, any restructuring, termination, disclaimer or resiliation of executory contracts, any releases effected by the Plan and any document or agreement executed pursuant to the Plan will be deemed null and void. If the Sanction Order is not issued or subsequently the Plan is not implemented, nothing contained in the Plan, and no act taken in preparation for implementation of the Plan will: (a) constitute or be deemed to constitute a waiver or release of any Claims by or against any CMI Entity or any Person; (b) prejudice in any manner, the rights of any CMI Entity or any Person in any further proceedings involving a CMI Entity; or (c) constitute an admission of any sort by any CMI Entity or any other Person, including in respect of the classification of creditors.

## **8.3 Contracts and Leases**

Except as otherwise provided in the Plan, as of the Effective Time, each Plan Entity shall be deemed to have ratified each executory contract and unexpired lease to which it is a party (other than in respect of Claims arising from such contract or lease which for greater certainty will be Affected Claims of which are compromised pursuant to the Plan), unless such contract or lease: (a) was previously disclaimed, resiliated or terminated by such Plan Entity; (b) previously expired or terminated pursuant to its own terms; or (c) was amended as evidenced by a written agreement with the Plan Entity and in such case, the amended contract or lease shall be deemed ratified.

## **8.4 Preferential Transactions**

Section 36.1 of the CCAA, sections 95 to 101 of the BIA and any federal or provincial Law relating to preferences, fraudulent conveyances or transfers at undervalue shall not apply to the Plan or to any payments or distributions made in connection with the restructuring and recapitalization of the CMI Entities, whether made before or after the Filing Date, including to any and all transactions contemplated by and to be implemented pursuant to the Plan.

## **8.5 Severability of Plan Provisions**

If, prior to the Effective Time, any provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicants and subject to the consent of the Monitor, the Plan Sponsor and the Ad Hoc Committee, may alter and interpret such provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of such provision, and such provision will then be applicable as altered or interpreted and the remainder of the provisions of the Plan will remain in full force and effect and will in no way be invalidated by such alteration or interpretation.

## **8.6 Deeming Provisions**

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

**8.7 Paramountcy**

Except with respect to the Unaffected Claims, from and after the Effective Time, any conflict between the Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, bylaws of the CMI Entities, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the CMI Entities as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

**8.8 Set-Off**

The law of set-off applies to all Affected Claims.

**8.9 Responsibilities of the Monitor**

FTI is acting in its capacity as Monitor in the CCAA Proceedings with respect to the CMI Entities and not in its personal or corporate capacity and will not be responsible or liable for any obligations of any CMI Entity under the Plan or otherwise, including with respect to the making of distributions or the receipt of any distribution by an Affected Creditor pursuant to the Plan or the Plan Emergence Agreement. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Meeting Order, the Sanction Order and any other Order.

**8.10 Different Capacities**

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity in accordance with the Meeting Order. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless otherwise provided in the Meeting Order, or unless expressly agreed by the Person in writing.

**8.11 Further Assurances**

At the request of the CMI Entities, each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of the Plan that deems any transaction or event to occur without further formality.

**8.12 Governing Law**

The Plan will be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.

**8.13 Notices**

Any notice or communication in respect of a notice of dispute of claim filed with the Monitor must be delivered to the Monitor in accordance with the Claims Procedure Order. Any other notice or other communication to be delivered or filed hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, facsimile or by e-mail (scanned copy) addressed to the respective parties as follows:

(a) if to the Applicants:

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

Attention: General Counsel  
Fax No.: (204) 947-9841  
E-mail: rleipsic@canwest.com

with a copy to:

Osler, Hoskin & Harcourt LLP  
Box 50  
1 First Canadian Place  
Toronto, ON M5X 1B8

Attention: Edward A. Sellers / Tracy C. Sandler  
Fax No.: (416) 862-6666  
E-mail: esellers@osler.com / tsandler@osler.com

(b) if to the Trustee:

The Bank of New York  
101 Barclay Street  
New York, New York 10286  
United States

Attention: Vanessa Mack  
Fax No.: (212) 815-5803  
E-mail: vanessa.mack@bnymellon.com

(c) if to the Ad Hoc Committee:

Goodmans LLP  
Bay Adelaide Centre

333 Bay Street, Suite 3400  
Toronto, ON M5H 2S7

Attention: Robert Chadwick / Celia Rhea  
Fax No.: (416) 979-1234  
Email: rchadwick@goodmans.ca / crhea@goodmans.ca

(d) if to any other Affected Creditor:

to the known address (including facsimile number or e-mail) for such Affected Creditor or the address for such Affected Creditor specified in the notice of dispute of claim filed by such Affected Creditor in the CCAA Proceedings.

(e) if to the Monitor:

FTI Consulting Canada Inc.  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8

Attention: Greg Watson  
Fax No.: (416) 649-8101  
E-mail: greg.watson@fticonsulting.com

with a copy to:

Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto, ON M5L 1B9

Attention: David Byers  
Fax No.: (416) 947-0866  
E-mail: dbyers@stikeman.com

(f) if to the Plan Sponsor:

Shaw Communications Inc. and  
7316712 Canada Inc.  
Suite 900  
630 – 3<sup>rd</sup> Avenue SW,  
Calgary, AB T2P 4L4

Attention: Steve Wilson/Peter Johnson  
Fax No.: (403) 716-6544  
E-mail: steve.wilson@sjrb.ca/peter.johnson@sjrb.ca

with a copy to:

Davies Ward Phillips & Vineberg LLP  
One First Canadian Place  
100 King Street West  
P.O. Box 63  
44<sup>th</sup> Floor  
Toronto, ON M5X 1B1

Attention: Vincent Mercier / Robin Schwill  
Fax No.: 416-863-0871  
E-mail: vmercier@dwpv.com / rschwill@dwpv.com

or to such other address as any party may from time to time notify the others in accordance with this Section 8.13. All such communications that are delivered will be deemed to have been received on the day of delivery. All such communications that are sent by facsimile or e-mail (scanned copy) will be deemed to be received on the day sent if sent before 5:00 p.m. on a Business Day and otherwise will be deemed to be received on the Business Day next following the day upon which such facsimile or e-mail (scanned copy) was sent. Any notice or other communication sent by mail will be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by any CMI Entity to give a notice contemplated hereunder will not invalidate any action taken by any Person pursuant to the Plan.

Dated as of the 15<sup>th</sup> day of June, 2010.

**SCHEDULE A**

**APPLICANTS**

CANWEST GLOBAL COMMUNICATIONS CORP.  
CANWEST MEDIA INC.  
MBS PRODUCTIONS INC.  
YELLOW CARD PRODUCTIONS INC.  
CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL  
INC.  
CANWEST TELEVISION GP INC.  
FOX SPORTS WORLD CANADA HOLDCO INC.  
GLOBAL CENTRE INC.  
MULTISOUND PUBLISHERS LTD.  
CANWEST INTERNATIONAL COMMUNICATIONS INC.  
CANWEST IRISH HOLDINGS (BARBADOS) INC.  
WESTERN COMMUNICATIONS INC.  
CANWEST FINANCE INC./FINANCIÈRE CANWEST INC.  
NATIONAL POST HOLDINGS LTD.  
CANWEST INTERNATIONAL MANAGEMENT INC.  
CANWEST INTERNATIONAL DISTRIBUTION LIMITED  
CANWEST MEDIAWORKS TURKISH HOLDINGS (NETHERLANDS) B.V.  
CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.  
CGS DEBENTURE HOLDING (NETHERLANDS) B.V.  
CGS SHAREHOLDING (NETHERLANDS) B.V.  
CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.  
4501063 CANADA INC.  
4501071 CANADA INC.  
30109, LLC  
CANWEST MEDIAWORKS (US) HOLDINGS CORP.

**SCHEDULE B**

**NEW CANWEST ARTICLES OF INCORPORATION**

**FORM 1 – ARTICLES OF INCORPORATION**

- Item 3        See attached Schedule A
- Item 4        The shares of the Corporation shall be subject to the restriction on the transfer of securities set out under other provisions, if any.
- Item 5        Minimum of 1; Maximum of 10
- Item 6        None
- Item 7        See attached Schedule B



**SCHEDULE A**  
**TO THE ARTICLES OF INCORPORATION**

The Corporation is authorized to issue an unlimited number of class A Common, an unlimited number of Class B Common and an unlimited number of Preferred shares each subject to the rights, privileges, restrictions and conditions as set forth below:

1. The class A Common shares and the Class B Common shares shall be subject to the following rights, privileges, restrictions and conditions:
  - (a) The holders of class A Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each class A Common share held;
  - (b) Subject to the provisions of the Canada *Business Corporations Act*, the holders of Class B Common shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;
  - (c) The holders of class A Common shares and Class B Common shares shall be entitled to receive dividends as and when declared by the Corporation. Dividends may be paid on the class A Common shares (to the complete exclusion of the Class B Common shares), or on the Class B Common shares (to the complete exclusion of the class A Common shares), or in part on each such class;
  - (d) Upon the liquidation or dissolution of the Corporation, the holders of class A Common shares and Class B Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of class A Common shares and Class B Common shares held, in the remaining property of the Corporation; and
  - (e) Except as hereinbefore provided, class A Common shares and Class B Common shares shall rank pari passu with each other.
2. The Preferred shares shall be subject to the following rights, privileges, restrictions and conditions:
  - (a) The redemption price (the “**Redemption Price**”) with respect to each Preferred share shall be fixed by the directors at the time of the first issuance of any such Preferred shares and shall equal the amount obtained when the difference, if positive, between:
    - (i) the fair market value, at the time of the first issuance of any Preferred shares, of all consideration received by the Corporation in connection with such issuance (whether or not, in connection with such issuance, the Corporation also issues or gives any non-share consideration in exchange for the consideration received) and
    - (ii) the fair market value of any non-share consideration issued by the Corporation for the consideration received, is divided by the number of

Preferred shares so issued. The Redemption Price may be adjusted in accordance with the provisions of any written agreement between the Corporation and the subscriber for any such Preferred shares;

- (b) The holders of Preferred shares shall be entitled to receive and the Corporation shall pay thereon, as and if declared by the board of directors, out of the moneys of the Corporation properly applicable to the payment of dividends, non-cumulative dividends at a rate to be determined by the directors upon the first issuance of any such shares. In respect of the fiscal year of the Corporation in which a particular Preferred share is issued, such dividends in respect thereof shall accrue from the date of allotment of such Preferred share. The board of directors shall be entitled from time to time to declare part of the said non-cumulative dividend for any fiscal year, notwithstanding that such dividend for such fiscal year shall not be declared in full. If within three (3) months after the expiration of any fiscal year of the Corporation the board of directors in its discretion shall not declare any dividend on the Preferred shares for such fiscal year, or shall only declare a part of the said non-cumulative dividend, then the rights of the holders of the Preferred shares to such dividend for such fiscal year shall, as to the undeclared part thereof, be forever extinguished. The holders of the Preferred shares shall not be entitled to any dividends other than or in excess of the non-cumulative dividends hereinbefore provided for;
- (c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets or property of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of Preferred shares shall be entitled to receive from the assets and property of the Corporation, a sum equivalent to the Redemption Price plus all declared but unpaid dividends thereon, in respect of each Preferred share held by them respectively, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any class of common shares or any other class or series of shares ranking junior to the Preferred shares. After payment to the holders of the Preferred shares of the amount so payable to them as hereinbefore provided for, they shall not be entitled to share any further in the distribution of the assets or property of the Corporation;
- (d) Subject to the provisions of the *Canada Business Corporations Act*, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be redeemed of the Redemption Price plus all declared but unpaid dividends thereon. In case a part only of the then outstanding Preferred shares is at any time to be redeemed, the Preferred shares so to be redeemed shall be selected from the outstanding Preferred shares held by each holder as nearly (disregarding fractions), as may be in proportion to his total holding of such shares;
- (e) In the case of redemption of Preferred shares under the provisions of clause (d) hereof, the Corporation shall at least thirty (30) days before the date specified for redemption mail or deliver to each person who at the date of mailing or delivery is a holder of Preferred shares to be redeemed, a notice in writing of the intention of

the Corporation to redeem such Preferred shares. In case of mailing, such notice shall be mailed by letter, postage prepaid, addressed to the holder at such holder's address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder. Such notice shall specify (i) the number of Preferred shares that the Corporation desires to redeem; (ii) the business day (the "Redemption Date") on which the Corporation desires to redeem the Preferred shares; (iii) the amount of all declared but unpaid dividends with respect to the Preferred shares to be redeemed; and (iv) the place or places of redemption;

On or after the Redemption Date, the Corporation shall pay or cause to be paid in respect of each Preferred share to be redeemed, to or to the order of the holders of the Preferred shares to be redeemed, the Redemption Price thereof plus all declared but unpaid dividends thereon, if any, on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificates representing the Preferred shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. From and after the Redemption Date the holders of the Preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price plus all declared but unpaid dividends thereon shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Preferred shares to deposit the Redemption Price plus all declared but unpaid dividends thereon, if any, of the shares so called for redemption with respect to such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Price plus all declared but unpaid dividends thereon, if any, so deposited against presentation and surrender of the said certificates held by them respectively;

- (f) Subject to the provisions of the *Canada Business Corporations Act*, the Corporation may purchase at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be purchased of the Redemption Price thereof plus all declared but unpaid dividends thereon, if

any. The provisions of clauses (d) and (e) above shall apply mutatis mutandis to any such purchase;

- (g) A holder of Preferred shares shall, subject to the provisions of clause (h) below, be entitled by written notice given to the Corporation at its registered office in Alberta, to require the Corporation at the option of such holder, to either redeem or purchase all or any of the issued and outstanding Preferred shares held by such holder. The holder shall tender with such notice to the Corporation at its registered office a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with a request in writing specifying (i) that the registered holder desires to have the Preferred shares represented by such certificate or certificates redeemed or purchased by the Corporation and, if part only of the Preferred shares represented by such certificate or certificates is to be redeemed or purchased, the number thereof to be so redeemed or purchased; and (ii) the business day (the "Redemption Date") on which the holder desires to have the Corporation redeem or purchase such Preferred shares;

Unless waived by the Corporation, the Redemption Date shall be not less than thirty (30) days after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with such a request, the Corporation shall on the Redemption Date redeem such Preferred shares by paying to such registered holder the Redemption Price per Preferred share for each such share being redeemed or purchased plus all declared but unpaid dividends thereon. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate be redeemed or purchased a new certificate for the balance shall be issued at the expense of the Corporation. The said Preferred shares shall be redeemed or purchased on the Redemption Date and from and after the Redemption Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred shares in respect thereof unless payment of the Redemption Price per Preferred share plus all declared but unpaid dividends thereon is not made on the Redemption Date, in which event the rights of the holder of the said Preferred shares shall remain unaffected;

- (h) In the event that a redemption or purchase by the Corporation of those Preferred shares specified in the written notice given to it by a holder of Preferred shares pursuant to the provisions of clause (g) above cannot be complied with without contravening a provision or provisions of the Canada *Business Corporations Act* or some other applicable legislation, then the Corporation shall only redeem or purchase, as the case may be, such proportion (if any, and disregarding fractions) of the issued and outstanding Preferred shares held by each holder thereof as can be redeemed or purchased without causing such contravention and the Corporation shall redeem or purchase the balance of the outstanding Preferred shares in respect of which the Corporation has received notices for redemption or

purchase on a pro rata basis, disregarding fractions, at such time or times as such redemption or purchase can be made without causing the Corporation to be in contravention of the Canada *Business Corporations Act* or some other applicable legislation;

- (i) If it is determined at any time subsequent to the date of issue of a Preferred share and prior to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the fair market value as at such date of the consideration received therefor (herein the "Fair Market Value of the Consideration"), then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be reduced by the amount required to eliminate such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be increased by the amount required to eliminate such excess or the Corporation shall forthwith issue that number of Preferred shares as may be required to eliminate such excess;

If it is determined at any time subsequent to the date of issue of a Preferred share and subsequent to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the Fair Market Value of the Consideration as at such date, then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the holder of that Preferred share shall forthwith pay to the Corporation an amount equal to such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Corporation shall forthwith pay to the holder of that Preferred share an amount equal to such excess or shall issue that number of Preferred shares as may be required to eliminate such excess;

- (j) Subject to the provisions of the Canada *Business Corporations Act*, the holders of Preferred shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;

3. Notwithstanding anything herein expressed or implied to the contrary, no dividend shall be declared or paid on any common shares of the Corporation if such declaration or payment would cause the realizable value of the assets of the Corporation to be less than the aggregate of:

- (a) its liabilities;
- (b) the stated capital of all issued and outstanding shares of the Corporation; and
- (c) the amount the Corporation would be required to pay on a complete redemption or purchase of any issued and outstanding Preferred shares of the Corporation.

**SCHEDULE B  
TO THE ARTICLES OF INCORPORATION**

The directors may appoint one (1) or more additional directors of the Corporation, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders, provided the total number of directors so appointed may not exceed one-third (1/3) of the number of directors elected at the previous annual meeting of shareholders.

Securities of the Corporation, other than non-convertible debt securities, may not be transferred unless:

- (a) in the case of shares, the consent of the directors of the Corporation is obtained; or
- (b) the consent of shareholders holding not less than 50% of the shares entitled to vote at such time is obtained;

provided that this restriction shall not apply to applicable securities, other than shares, if such securities are subject to restrictions on transfer contained in a security holders' agreement.

The consent of the directors or the shareholders in this section may be evidenced (i) by a resolution of the directors or shareholders, as the case may be, or (ii) by an instrument or instruments in writing signed by all of the directors, or signed by shareholders holding shares entitling the holders thereof to vote at least 50% of the shares entitled to vote at such time, as the case may be.

The Board of Directors may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board above to such extent and in such manner as the Board shall determine at the time of each such delegation.

NOTE: The above provisions should be included under "Other provisions", as it refers to transfer of securities and not shares only. This is in conformity with Industry Canada's policies.

SCHEDULE C

NEW CANWEST BY-LAWS

BY-LAW NO. 1

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[NAME OF CORPORATION]

BY-LAW NO. 1

A by-law relating generally to the conduct of the affairs of the Corporation.

**INTERPRETATION**

1. Interpretation.

In this by-law and all other by-laws of the Corporation, unless the context otherwise specifies or requires:

(a) "Act" means the Canada *Business Corporations Act*, R.S.C. 1985, c. C-44 as from time to time amended and every statute that may be substituted therefor and, in the case of such substitution, any references in the by-laws of the Corporation to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;

(b) "Regulations" means the Regulations under the Act as published or from time to time amended and every regulation that may be substituted therefor and, in the case of such substitution, any references in the by-laws of the Corporation to provisions of the Regulations shall be read as references to the substituted provisions therefor in the new regulations;

(c) "by-law" means any by-law of the Corporation from time to time in force and effect;

(d) all terms which are contained in the by-laws and which are defined in the Act or the Regulations shall have the meanings given to such terms in the Act or the Regulations;

(e) words importing the singular number only shall include the plural and vice versa and words importing a specific gender shall include the other gender; and

(f) the headings used in the by-laws are inserted for reference purposes only are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

**REGISTERED OFFICE AND SEAL**

2. (a) Registered Office.

The registered office of the Corporation shall be in the province in Canada specified in its articles. The place and address of the registered office within such province may be changed from time to time by the directors.

(b) Seal.

The Corporation may, but need not, adopt a corporate seal, and may change a corporate seal that is adopted. Any corporate seal adopted for the Corporation shall be such as the board of directors may by resolution from time to time approve.

**DIRECTORS**

3. Number and Duties.

Subject to any unanimous shareholder agreement, the directors shall manage, or supervise the management of, the business and affairs of the Corporation. The board of directors may consist of the number of directors set out in the articles of the Corporation or, where a minimum and maximum number is provided for in the articles, such number of directors as may be determined from time to time by ordinary resolution of the shareholders or if the resolution of the shareholders empowers the directors to determine such number, then by resolution of the directors. Subject to the Act, at least twenty-five per cent of the directors shall be resident Canadians. However, subject to the Act, if the Corporation has less than four directors, at least one director shall be a resident Canadian. If the Corporation is a distributing corporation and any of its securities remain outstanding and are held by more than one person, at least two of the directors shall not be officers or employees of the Corporation or any affiliate of the Corporation. In exercising his or her powers and discharging his or her duties each director shall (a) act honestly and in good faith with a view to the best interests of the Corporation and (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

4. Term of Office.

A director's term of office (subject to (a) the provisions of the articles of the Corporation; (b) the provisions of the Act; (c) any unanimous shareholder agreement; and (d) any expressly stated term of office) shall be from the date on which the director is elected or appointed until the annual meeting next following.

5. Vacation of Office.

A director of the Corporation ceases to hold office when the director: (a) becomes bankrupt; (b) is found to be of unsound mind by a court in Canada or elsewhere; (c) by notice in writing to the Corporation, resigns, which resignation shall be effective at the time it is received by the Corporation or at the time specified in the notice, whichever is later; (d) dies; (e) is removed from office by the shareholders in accordance with paragraph 6; or (f) if required to hold shares issued by the Corporation to be qualified as a director, ceases to hold such shares.

6. Election and Removal.

Subject to Section 107 of the Act, the shareholders of the Corporation shall elect, at the first meeting of shareholders and at each succeeding annual meeting at which an election of directors is required, directors to hold office for a term expiring not later than the close of the

next annual meeting of shareholders following the election. A director not elected for an expressly stated term ceases to hold office at the close of the first annual meeting of shareholders following the director's election, but, if qualified, is eligible for re-election. If directors are not elected at a meeting of shareholders, the incumbent directors continue in office until their successors are elected. Provided always that, subject to Section 109 of the Act, the shareholders of the Corporation may, by ordinary resolution passed at a special meeting of shareholders, remove any director or directors from office and a vacancy created by the removal of a director may be filled at the meeting of the shareholders at which the director is removed.

7. Committees of Directors.

The directors may appoint from among their number a committee or committees and subject to Section 115 of the Act may delegate to any such committee any of the powers of the directors. Subject to the by-laws and any resolution of the board of directors, any committee of directors may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit and may from time to time adopt, amend or repeal rules or procedures in this regard. Subject to the Act, except to the extent otherwise determined by the board of directors or, failing such determination, as determined by such committee of directors, the provisions of paragraphs 8 to 15, inclusive, shall apply, mutatis mutandis, to such committee.

### MEETINGS OF DIRECTORS

8. Place of Meeting.

Meetings of the directors may be held within or outside Canada.

9. Notice.

A meeting of directors may be convened by the Chairperson of the Board, the Vice-Chairperson of the Board, the Managing Director, the Chief Executive Officer if he is a director, the President if he is a director, a Vice-President who is a director or any two directors at any time, and the Secretary, when directed or authorized by any of such officers or any two directors, shall convene a meeting of directors. The notice of any meeting convened as aforesaid need not specify the purpose of or the business to be transacted at the meeting, except for any of the matters set out in Section 115(3) of the Act.

Notice of any such meeting shall be served in the manner specified in paragraph 60 of this by-law not less than two days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place; provided always that a director may in any manner waive notice of a meeting of directors (whether before or after such meeting) and attendance of a director at a meeting of directors shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called; provided further that meetings of directors may be held at any time without notice if all the directors are present (except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not

lawfully called) or if all of the absent directors waive notice before or after the date of such meeting.

If the first meeting of the directors following the election of directors by the shareholders is held immediately thereafter, then for such meeting or for a meeting of the directors at which a director is appointed to fill a vacancy in the board, no notice shall be necessary to such elected or appointed directors or directors in order to legally constitute the meeting, provided that a quorum of the directors is present.

10. Omission of Notice.

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any person shall not invalidate any resolution passed or any proceeding taken at such meeting.

11. Adjournment.

Any meeting of directors may be adjourned from time to time by the Chairperson of the meeting, with the consent of the meeting, to a fixed time and place. Notice of any adjourned meeting of directors is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The directors who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

12. Quorum.

A majority of the number of directors fixed under paragraph 3 shall form a quorum for the transaction of business and, notwithstanding any vacancy among the directors, a quorum of directors may exercise all the powers of directors. No business shall be transacted at a meeting of directors unless a quorum of the board of directors is present and, except as otherwise permitted or restricted by the Act, at least twenty-five per cent of the directors present are resident Canadians or, if the Corporation has less than four directors, at least one of the directors present is a resident Canadian.

13. Telephone Participation.

A director may, in accordance with the Regulations, if any, and if all of the directors of the Corporation consent, participate in a meeting of directors or of a committee of directors by means of such telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. A director participating in such a meeting by such means is deemed to be present at that meeting.

14. Voting.

Questions arising at any meeting of the board of directors shall be decided by a majority of votes. In case of an equality of votes the Chairperson of the meeting in addition to his or her original vote shall have a second or casting vote.

15. Resolution in Lieu of Meeting.

Notwithstanding any of the provisions of this by-law, but subject to the Act or any unanimous shareholder agreement, a resolution in writing, signed by all of the directors entitled to vote on that resolution at a meeting of the directors is as valid as if it had been passed at a meeting of the directors.

**REMUNERATION OF DIRECTORS**

16. Remuneration of Directors.

The remuneration to be paid to the directors shall be such as the board of directors shall from time to time determine and such remuneration shall be in addition to the salary paid to any officer or employee of the Corporation who is also a member of the board of directors. The board of directors may also award special remuneration to any director undertaking any special services on the Corporation's behalf other than the routine work ordinarily required of a director by the Corporation and the confirmation of any such resolution or resolutions by the shareholders shall not be required. The directors shall also be entitled to be paid their travelling and other expenses properly incurred by them in connection with the affairs of the Corporation.

**SUBMISSION OF CONTRACTS OR  
TRANSACTIONS TO SHAREHOLDERS FOR APPROVAL**

17. Submission of Contracts or Transactions to Shareholders for Approval.

The board of directors in its discretion may submit any contract, act or transaction for approval or ratification at any annual meeting of the shareholders or at any special meeting of the shareholders called for the purpose of considering the same and, subject to the provisions of Section 120 of the Act, any such contract, act or transaction that shall be approved or ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Corporation's articles or any other by-law) shall be as valid and as binding upon the Corporation and upon all the shareholders as though it had been approved, ratified or confirmed by every shareholder of the Corporation.

**FOR THE PROTECTION OF DIRECTORS AND OFFICERS**

18. Conflict of Interest.

In supplement of and not by way of limitation upon any rights conferred upon directors and officers by the Act, no director or officer shall be disqualified by his or her office from, or vacate his or her office by reason of, holding any office or place of profit under the Corporation or under any body corporate in which the Corporation shall be a shareholder; nor

shall any director or officer be liable to account to the Corporation or any of its shareholders or creditors for any profit arising from any such office or place of profit; and, subject to the provisions of Section 120 of the Act, no contract or arrangement entered into by or on behalf of the Corporation in which any director or officer shall be in any way directly or indirectly interested shall be avoided or voidable and no director or officer shall be liable to account to the Corporation or any of its shareholders or creditors for any profit realized by or from any such contract or arrangement by reason of any fiduciary relationship. A director or officer of the Corporation who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation, or is a director or an officer, or an individual acting in a similar capacity of, or has a material interest in, any person who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation shall disclose the nature and extent of such interest at the time and in the manner provided in the Act. Except as provided in the Act, no such director of the Corporation shall vote on any resolution to approve such contracts or transactions but each such director may be counted to determine the presence of a quorum at the meeting of directors where such vote is being taken.

19. For the Protection of Directors and Officers.

Except as otherwise provided in the Act, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, including any person with whom or which any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto unless the same shall happen by or through his or her failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Corporation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The directors for the time being of the Corporation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Corporation, except such as shall have been submitted to and authorized or approved by the board of directors. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation otherwise than as a director or officer or shall have an interest in a person which is employed by or performs services for the Corporation, the fact of his or her being a shareholder, director or officer of the Corporation shall not disentitle such director or officer or such person, as the case may be, from receiving proper remuneration for such services.

20. Indemnities to Directors and Officers.

Subject to the provisions of Section 124 of the Act, the Corporation shall indemnify a director or officer, a former director or officer, or another individual who acts or acted at the Corporation's request as a director or officer, or an individual acting in a similar capacity of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal or administrative action or proceeding to which the individual is involved because of that association with the Corporation or other entity, if (a) the individual acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the Corporation's request; and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful. The Corporation shall also indemnify any such person in such other circumstances as the Act or law permits or requires. Nothing in this by-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this by-law to the extent permitted by the Act or law. The Corporation may also purchase insurance for the benefit of any or all directors and/or officers or other individuals referred to above against any such liability.

**OFFICERS**

21. Appointments Generally.

The board of directors may annually or oftener as may be required appoint a Chairperson of the Board, a Vice-Chairperson of the Board, a Chief Executive Officer, a President, one or more Vice-Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries, one or more Assistant Treasurers, a Managing Director, a General Manager, a General Counsel or a Comptroller. Notwithstanding the foregoing, each incumbent officer shall continue in office until the earliest of (a) the officer's resignation, which resignation shall be effective at the time a written resignation is received by the Corporation or at the time specified in the resignation, whichever is later, (b) the appointment of the officer's successor, (c) the officer ceasing to be a director or resident Canadian if such is a necessary qualification of the officer's appointment, (d) the meeting at which the board of directors annually appoints the officers of the Corporation, (e) the officer's removal, and (f) the officer's death. A director may be appointed to any office of the Corporation but none of the officers except the Chairperson of the Board, the Vice-Chairperson of the Board and the Managing Director need be a member of the board of directors. Two or more of such offices may be held by the same person. In case and whenever the same person holds the offices of Secretary and Treasurer, he may but need not be known as the Secretary-Treasurer. The board of directors may from time to time appoint such other officers and agents as it shall deem necessary who shall have such authority and shall perform such duties as may from time to time be prescribed by the board of directors. The board of directors may from time to time and subject to the provisions of the Act, vary, add to or limit the duties and powers of any officer.



22. Remuneration and Removal.

The remuneration of all officers appointed by the board of directors shall be determined from time to time by resolution of the board of directors. The fact that any officer or employee is a director or shareholder of the Corporation shall not disqualify such officer or employee from receiving such remuneration as may be determined. All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the board of directors at any time, with or without cause.

23. Powers and Duties.

All officers shall sign such contracts, documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the board of directors.

24. Duties May be Delegated.

In case of the absence or inability to act of any officer of the Corporation or for any other reason that the board of directors may deem sufficient, the board of directors may delegate all or any of the powers of such officer to any other officer or to any director for the time being.

25. Chairperson of the Board.

The Chairperson of the Board (if any) shall, when present, preside as Chairperson at all meetings of the directors, any committee of directors and the shareholders.

26. Vice-Chairperson of the Board.

If the Chairperson of the Board is absent or is unable or refuses to act, the Vice-Chairperson of the Board (if any) shall, when present, preside as chairperson at all meetings of the directors, any committee of directors and the shareholders.

27. Chief Executive Officer.

The Chief Executive Officer shall be the chief executive officer of the Corporation who shall exercise general supervision over the affairs of the Corporation. The Chief Executive Officer shall be vested with and may exercise all the powers and shall perform all the duties of the Chairperson of the Board and/or the Vice-Chairperson of the Board if none be appointed or if the Chairperson of the Board and the Vice-Chairperson of the Board are absent or are unable or refuse to act; provided, however, that unless the Chief Executive Officer is a director, he or she shall not preside as Chairperson at any meeting of directors or of any committee of directors or, subject to paragraph 44 of this by-law, at any meeting of shareholders.

28. President.

The President shall be vested with and may exercise all the powers and shall perform all the duties of the Chief Executive Officer in the absence or inability or refusal to act of the Chief Executive Officer; provided, however, that a President who is not a director shall not preside as Chairperson at any meeting of directors or of any committee of directors or, subject to paragraph 44 of this by-law, at any meeting of shareholders.

29. Vice-President.

The Vice-President or, if more than one, the Vice-Presidents, in order of seniority, shall be vested with all the powers and shall perform all the duties of the President in the absence or inability or refusal to act of the President; provided, however, that a Vice-President who is not a director shall not preside as Chairperson at any meeting of directors or of any committee of directors or, subject to paragraph 44 of this by-law, at any meeting of shareholders.

30. Secretary.

The Secretary shall give or cause to be given notices for all meetings of the directors, any committee of directors and the shareholders when directed to do so and shall have charge of the minute and record books of the Corporation and, subject to the provisions of paragraph 51 of this by-law, of the records (other than accounting records) referred to in Section 20 of the Act. The Secretary shall, when present, act as secretary of meetings of the board of directors and of the shareholders.

31. Treasurer.

Subject to the provisions of any resolution of the board of directors, the Treasurer (or any other person holding a similar function) shall have the care and custody of all the funds and securities of the Corporation and shall deposit the same in the name of the Corporation in such bank or banks or with such other depository or depositories as the board of directors may direct.

32. Assistant Secretary and Assistant Treasurer.

The Assistant Secretary or, if more than one, the Assistant Secretaries in order of seniority, and the Assistant Treasurer or, if more than one, the Assistant Treasurers in order of seniority, shall respectively perform all the duties of the Secretary and the Treasurer, respectively, in the absence or inability or refusal to act of the Secretary or the Treasurer, as the case may be.

33. Managing Director.

The Managing Director shall be a member of the board of directors, and a resident Canadian and shall exercise such powers and have such authority as may be delegated to the Managing Director by the board of directors in accordance with the provisions of Section 115 of the Act.

34. General Manager.

The board of directors may from time to time appoint a General Manager and may delegate to such General Manager full power to manage and direct the business and affairs of the Corporation (except such matters and duties as by law must be transacted or performed by the board of directors and/or by the shareholders) and to employ and discharge agents and employees of the Corporation or may delegate to the General Manager any lesser authority. The General Manager shall conform to all lawful orders given by the board of directors and shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Corporation. Any agent or employee appointed by the General Manager shall be subject to discharge by the board of directors.

35. Vacancies.

If the office of any officer of the Corporation shall be or become vacant by reason of death, resignation, disqualification or otherwise, the board of directors may appoint a person to fill such vacancy.

**SHAREHOLDERS' MEETINGS**

36. Annual Meeting.

Subject to the provisions of Section 133 of the Act, the annual meeting of the shareholders shall be held on such day in each year and at such time as the board of directors may determine.

37. Special Meetings.

Special meetings of the shareholders may be convened by order of the Chairperson of the Board, the Vice-Chairperson of the Board, the Managing Director, the Chief Executive Officer if a director, the President if a director, a Vice-President if a director or by the board of directors at any date and time.

38. Place of Meetings.

Meetings of shareholders shall be held at any place within Canada that the board of directors determines, or at any place outside Canada if such place is specified in the articles or all the shareholders entitled to vote at the meeting agree that the meeting is to be held at that place. A shareholder who attends a meeting of shareholders held outside Canada is deemed to have agreed to it being held outside Canada except when the shareholder attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

39. Participation in Meeting by Electronic Means.

Any person entitled to attend a meeting of shareholders may participate in the meeting, in accordance with the Regulations, if any, by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other

during the meeting, if the Corporation makes available such a communication facility. A person participating in a meeting by such means is deemed for the purposes of the Act to be present at the meeting.

40. Meeting Held by Electronic Means.

If the directors or the shareholders of the Corporation call a meeting of shareholders pursuant to the Act, those directors or shareholders, as the case may be, may determine that the meeting shall be held, in accordance with the Regulations, if any, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

41. Notice.

A notice stating the day, hour and place of meeting shall be sent within the period prescribed by the Regulations to each shareholder entitled to vote at such meeting, to each director and to the auditor of the Corporation in the manner specified in paragraphs 60 or 75 of this by-law. Notwithstanding the foregoing, if the Corporation is not a distributing corporation, the notice may be sent not less than 10 days before the date of the meeting. Notice of a meeting at which special business, as defined in Section 135(5) of the Act, is to be transacted shall state (a) the nature of that business in sufficient detail to permit the shareholder to form a reasoned judgment thereon, and (b) the text of any special resolution to be submitted to the meeting. Provided that a meeting of shareholders may be held for any purpose on any day and at any time without notice if all of the shareholders and all other persons entitled to attend such meeting are present in person or, where appropriate, represented by proxy at the meeting (except where a shareholder or other person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called) or if all of the shareholders and all other persons entitled to attend such meeting who are not present in person or, where appropriate, represented by proxy thereat waive notice before or after the date of such meeting. The directors may fix in advance a date as the record date for purposes of determining shareholders entitled to receive notice of a meeting of shareholders or entitled to vote at a meeting of shareholders in accordance with the requirements of Section 134 of the Act and the Regulations.

42. Waiver of Notice.

A shareholder or any other person entitled to attend a meeting of shareholders may in any manner waive notice of a meeting of shareholders (whether before or after such meeting) and their attendance at a meeting of shareholders is a waiver of notice of the meeting, except where they attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

43. Omission of Notice.

The accidental omission to give notice of any meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any shareholder or shareholders,

director or directors or the auditor of the Corporation shall not invalidate any resolution passed or any proceedings taken at any meeting of shareholders.

44. Voting.

Every question submitted to any meeting of shareholders shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot. In the case of an equality of votes, the Chairperson of the meeting shall both on a show of hands and on a ballot have a second or casting vote in addition to the vote or votes to which he or she may be otherwise entitled.

Notwithstanding the foregoing, any vote taken at a meeting of shareholders may be held, in accordance with the Regulations, if any, entirely by means of a telephonic, electronic or other communication facility, if the Corporation makes available such a communication facility. Any person participating in a meeting of shareholders by electronic means pursuant to Subsection 132(4) or (5) of the Act and entitled to vote at the meeting may vote, in accordance with the Regulations, if any, by means of the telephonic, electronic or other communication facility that the Corporation has made available for that purpose.

A ballot may be demanded either before or after any vote by show of hands by any person entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a Chairperson or on the question of adjournment it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of directors, the vote (subject to Section 152(3) of the Act) shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the Chairperson of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

Where two or more persons hold the same share or shares jointly, one of these holders present at a meeting of shareholders may, in the absence of the other or others, vote the share or shares but if two or more of those persons who are present, in person or by proxy, vote, they shall vote as one on the share or shares jointly held by them.

At any meeting unless a ballot is demanded, an entry in the minutes of a meeting to the effect that the Chairperson of the meeting declared a resolution to be carried or defeated is, in the absence of evidence to the contrary, proof of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

45. Chairperson of the Meeting.

In the event that the Chairperson of the Board and the Vice-Chairperson of the Board are absent and the Chief Executive Officer is absent or is not a director and the President is absent or is not a director and there is no Vice-President present who is a director, the persons who are present and entitled to vote shall choose another director as Chairperson of the meeting and if no director is present or if all the directors present decline to take the chair then the persons who are present and entitled to vote shall choose one of their number to be Chairperson.

46. Proxies.

Votes at meetings of shareholders may be given either personally or by proxy or, in the case of a shareholder who is a body corporate or association, by an individual authorized to represent it at meetings of shareholders of the Corporation. At every meeting at which he or she is entitled to vote, every shareholder and/or person appointed by proxy and/or individual so authorized to represent a shareholder who is present in person shall have one vote on a show of hands. Upon a ballot at which he or she is entitled to vote, every shareholder present in person or represented by proxy or by an individual so authorized shall (subject to the provisions, if any, of the articles of the Corporation) have one vote for every share held by him or her.

A proxy shall be executed by the shareholder or the shareholder's attorney authorized in writing or, if the shareholder is a body corporate or association, by an officer or attorney thereof duly authorized and is valid only at the meeting in respect of which it is given or any adjournment thereof.

A person appointed by proxy need not be a shareholder.

Subject to the provisions of the Act and the Regulations, a proxy may be in the following form:

The undersigned shareholder of ◊ hereby appoints ◊ of ◊ or failing such person, ◊ of ◊ as the nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the ◊ meeting of the shareholders of the said Corporation to be held on the ◊ day of ◊, 20◊ and at any adjournment or adjournments thereof in the same manner, to the same extent and with the same power as if the undersigned were present at the said meeting or such adjournment or adjournments thereof.

DATED this ◊ day of ◊, 20◊.

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Signature of Shareholder

The board of directors may from time to time make regulations regarding the lodging of proxies at some place or places other than the place at which a meeting or adjourned meeting of shareholders is to be held and for particulars of such proxies to be provided before the meeting or adjourned meeting to the Corporation or any agent of the Corporation for the purpose of receiving such particulars and providing that proxies so lodged may be voted upon as though the proxies themselves were produced at the meeting or adjourned meeting and votes given in accordance with such regulations shall be valid and shall be counted. The Chairperson of any meeting of shareholders may, subject to any regulations made as aforesaid, in the Chairperson's discretion accept any legible form of communication as to the authority of any person claiming to vote on behalf of and to represent a shareholder notwithstanding that no proxy conferring such authority has been lodged with the Corporation, and any votes given in accordance with such communication accepted by the Chairperson of the meeting shall be valid and shall be counted.

47. Adjournment.

The Chairperson of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the shareholders unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case, subject to Section 135(4) of the Act, notice of the adjourned meeting shall be given as for an original meeting. Any business may be brought before or dealt with at any adjourned meeting for which no notice is required which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The persons who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

48. Quorum.

A quorum at any meeting of shareholders (unless a greater number of persons are required to be present or a greater number of shares are required to be represented by the Act or by the articles or any other by-law) shall be persons present not being less than two in number and holding or representing more than twenty per cent of the total number of the issued shares of the Corporation for the time being entitling the holders thereof to vote at such meeting. Notwithstanding the foregoing, if the Corporation has only one shareholder, or only one holder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting. No business shall be transacted at any meeting unless the requisite quorum be present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of shareholders or within such reasonable time thereafter as the shareholders present may determine, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business and the provisions of paragraph 46 with regard to notice shall apply to such adjournment.

49. Resolution in Lieu of Meeting.

Notwithstanding any of the provisions of this by-law, a resolution in writing signed by all of the shareholders entitled to vote on that resolution at a meeting of the shareholders is, subject to Section 142 of the Act, as valid as if it had been passed at a meeting of the shareholders.

**SECURITIES**

50. Issuance of Shares.

Subject to the provisions of Section 25 of the Act, the articles, by-laws and any unanimous shareholder agreement, shares in the capital of the Corporation may be issued by the

board of directors at such times and on such terms and conditions and to such persons or class of persons as the board of directors determines.

51. Certificates.

Certificates for shares and the instrument of transfer, if any, on the reverse side thereof shall (subject to Section 49 of the Act) be in such form as the board of directors may approve and such certificates shall be signed by at least one of the following persons, or the signature shall be printed or otherwise mechanically reproduced on the certificate:

- (a) a director or officer of the Corporation;
- (b) a registrar, transfer agent or branch transfer agent of the Corporation, or an individual on their behalf; and
- (c) a trustee who certifies it in accordance with a trust indenture.

A share certificate containing the signature of a person which is printed, engraved, lithographed or otherwise mechanically reproduced thereon may be issued notwithstanding that the person has ceased to be a director or an officer, as the case may be, of the Corporation and shall be as valid as if the person were a director or an officer, as the case may be, at the date of its issue.

**TRANSFER OF SECURITIES**

52. Transfer Agent and Registrar.

The board of directors may from time to time appoint or remove one or more transfer agents and/or branch transfer agents and/or registrars and/or branch registrars (which may or may not be the same individual or body corporate) for the securities issued by the Corporation in registered form (or for such securities of any class or classes) and may provide for the registration of transfers of such securities (or such securities of any class or classes) in one or more places and such transfer agents and/or branch transfer agents and/or registrars and/or branch registrars shall keep all necessary books and registers of the Corporation for the registering of such securities (or such securities of the class or classes in respect of which any such appointment has been made). In the event of any such appointment in respect of the shares (or the shares of any class or classes) of the Corporation, all share certificates issued by the Corporation in respect of the shares (or the shares of the class or classes in respect of which any such appointment has been made) of the Corporation shall be countersigned by or on behalf of one of the said transfer agents and/or branch transfer agents and by or on behalf of one of the said registrars and/or branch registrars, if any.

53. Securities Registers.

A central securities register of the Corporation shall be kept at the registered office of the Corporation or at such other office or place in Canada as may from time to time be designated by the board of directors and a branch securities register or registers may be kept at such office or offices of the Corporation or other place or places, either in or outside Canada, as



may from time to time be designated by the board of directors. Such register or registers shall comply with the provisions of Section 50 of the Act.

54. Surrender of Certificates.

Subject to the Act and the provisions of paragraph 52, no transfer of a security issued by the Corporation shall be registered unless the security certificate representing the security to be transferred has been surrendered or, if no security certificate has been issued by the Corporation in respect of such security, unless a duly executed instrument of transfer in respect thereof has been delivered to the Corporation or its transfer agent, as the case may be.

55. Shareholder Indebted to the Corporation.

If so provided in the articles of the Corporation, the Corporation has a lien on a share registered in the name of a shareholder or the shareholder's personal representative for a debt of that shareholder to the Corporation. Such lien on a share of the Corporation may, subject to the Act, be enforced as follows:

(a) where such share is redeemable pursuant to the articles of the Corporation, by redeeming such share and applying the redemption price to such debt;

(b) by purchasing such share for cancellation for a price equal to the book value of such share and applying the proceeds to such debt;

(c) by selling such share to any third party whether or not such party is at arm's length to the Corporation including, without limitation, any officer or director of the Corporation, for the best price which the board of directors in its sole discretion considers to be obtainable for such share and applying the proceeds to such debt;

(d) by refusing to permit the registration of a transfer of such share until such debt is paid; or

(e) by any other means permitted by law.

56. Lost, Apparently Destroyed or Wrongfully Taken Security Certificates.

Subject to the Act, in case of the loss, apparent destruction or wrongful taking of a security certificate, a new certificate may be issued in replacement of the one lost, apparently destroyed or wrongfully taken or a transfer of the securities represented by such certificate may be registered, upon such terms as the board of directors may from time to time prescribe, either generally or in respect of any particular loss, apparent destruction or wrongful taking of a security certificate.

**DIVIDENDS**

57. Dividends.

The board of directors may from time to time declare and the Corporation may pay dividends on the issued and outstanding shares in the capital of the Corporation subject to the provisions (if any) of the articles of the Corporation.

The board of directors shall not declare and the Corporation shall not pay a dividend if there are reasonable grounds for believing that:

(a) the Corporation is, or would after the payment be, unable to pay its liabilities as they become due; or

(b) the realizable value of the Corporation's assets would thereby be less than the aggregate of its liabilities and stated capital of all classes.

The Corporation may pay a dividend by issuing fully paid shares of the Corporation and, subject to the foregoing, the Corporation may pay a dividend in money or property.

The Corporation may fix a record date for determination of shareholders entitled to receive a dividend in accordance with the requirements of Section 134 of the Act and the Regulations.

In case several persons are registered as the joint holders of any shares, any one of such persons may give effectual receipts for all dividends and payments on account of dividends and/or redemption of shares (if any) subject to redemption.

**VOTING SHARES AND SECURITIES IN OTHER BODIES CORPORATE**

58. Voting Shares and Securities in Other Bodies Corporate.

All of the shares or other securities carrying voting rights of any other body corporate held from time to time by the Corporation may be voted at any and all meetings of shareholders or holders of other securities (as the case may be) of such other body corporate and in such manner and by such person or persons as the board of directors of the Corporation shall from time to time determine. The duly authorized signing officers of the Corporation may also from time to time execute and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine without the necessity of a resolution or other action by the board of directors.

**INFORMATION AVAILABLE TO SHAREHOLDERS**

59. Confidential Information Not Available to Shareholders.

Except as provided by the Act, no shareholder shall be entitled to any information respecting any details or conduct of the Corporation's business which in the opinion of the board of directors it would be inexpedient in the interests of the Corporation to communicate to the public.

60. Availability of Corporate Records to Shareholders.

The board of directors may from time to time, subject to rights conferred by the Act, determine whether and to what extent and at what time and place and under what conditions or regulations the documents, books and registers and accounting records of the Corporation or any of them shall be open to the inspection of shareholders and no shareholder shall have any right to inspect any document or book or register or accounting record of the Corporation except as conferred by statute or authorized by the board of directors or by a resolution of the shareholders.

**NOTICES**

61. Service.

Any notice or document required by the Act, the Regulations, the articles or the by-laws to be sent to any shareholder or director or to the auditor may be sent by prepaid mail addressed to, or may be delivered personally to, any such shareholder at the shareholder's latest address as shown in the records of the Corporation or its transfer agent and to any such director at the director's latest address as shown in the records of the Corporation or in the last notice filed under Section 106 or 113 of the Act, and to the auditor at the auditor's business address; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto. If a notice or document is sent to a shareholder by prepaid mail in accordance with this paragraph and the notice or document is returned on two consecutive occasions because the shareholder cannot be found, it shall not be necessary to send any further notices or documents to the shareholder until the shareholder informs the Corporation in writing of the shareholder's new address.

62. Securities Registered in More Than One Name.

All notices or documents with respect to any securities of the Corporation registered in more than one name shall be given to whichever of such persons is named first in the records of the Corporation and any notice or document so given shall be sufficient notice or delivery to all of the holders of such securities.

63. Persons Becoming Entitled by Operation of Law.

Subject to Section 51 of the Act, every person who by operation of law, transfer or by any other means whatsoever shall become entitled to any securities of the Corporation shall be bound by every notice or document in respect of such securities which, previous to such

person's name and address being entered in the records of the Corporation, shall have been duly given to the person or persons from whom such person derives title to such securities.

64. Deceased Security Holders.

Subject to Section 51 of the Act, any notice or document delivered or sent pursuant to paragraph 60 of this by-law or in accordance with the provisions of paragraphs 75 and 76 of this by-law to the address of any security holder as the same appears in the records of the Corporation shall, notwithstanding that such security holder be then deceased, and whether or not the Corporation has notice of such security holder's decease, be deemed to have been duly served in respect of the securities held by such security holder (whether held solely or with any other person or persons) until some other person be entered in such security holder's stead in the records of the Corporation as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on such security holder's heirs, the personal representatives of such heirs, or the personal representatives of the estate of such security holder and on all other persons, if any, interested with such security holder in such securities.

65. Signature to Notices.

The signature of any director or officer of the Corporation to any notice or document to be given by the Corporation may be written or mechanically reproduced.

66. Computation of Time.

Where a given number of days' notice or notice extending over a period is required to be given under any provisions of the articles or by-laws of the Corporation, the day of giving or serving the notice or document shall not, unless it is otherwise provided, be counted in such number of days or other period.

67. Proof of Service.

With respect to every notice or document sent by mail it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in paragraph 60 of this by-law and put into a post office or into a letter box. A certificate of a director or an officer of the Corporation in office at the time of the making of the certificate or of a transfer officer of any transfer agent or branch transfer agent of shares of any class of the Corporation as to facts in relation to the sending or delivery of any notice or document to any security holder, director, officer or auditor or publication of any notice or document shall be conclusive evidence thereof and shall be binding on every security holder, director, officer or auditor of the Corporation, as the case may be.

### CHEQUES, DRAFTS AND NOTES

68. Cheques, Drafts and Notes.

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such director of directors or officer or

officers or person or persons, whether or not officers of the Corporation, and in such manner as the board of directors may from time to time designate.

**CUSTODY OF SECURITIES**

69. Custody of Securities.

All shares and other securities owned by the Corporation shall be lodged (in the name of the Corporation) with a chartered bank or a trust company or in a safety deposit box or, if so authorized by resolution of the board of directors, with such other depositaries or in such other manner as may be determined from time to time by the board of directors.

All shares and other securities belonging to the Corporation may be issued or held in the name of a nominee or nominees of the Corporation (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with right of survivorship).

**EXECUTION OF INSTRUMENTS**

70. Execution of Instruments.

Contracts, documents or instruments in writing requiring the signature of the Corporation may be signed by:

- (a) any two of the officers appointed pursuant to paragraph 21;
- (b) any two directors; or
- (c) any one of such officers together with any one director;

and all contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. Provided that where one person is the only director and officer of the Corporation, that person may sign such contracts, documents or instruments in writing. The board of directors shall have power from time to time to appoint any director or directors, or any officer or officers, or any other person or persons, on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The corporate seal of the Corporation, if any, may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any director or directors, officer or officers, other person or persons, appointed as aforesaid by the board of directors but any such contract, document or instrument is not invalid merely because the corporate seal, if any, is not affixed thereto.

The term "contracts, documents or instruments in writing" as used in this by-law shall include security certificates, deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations and conveyances, transfers

and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

In particular without limiting the generality of the foregoing:

- (a) any two of the officers appointed pursuant to paragraph 21;
- (b) any two directors; or
- (c) any one of such officers together with any one director;

shall have authority to sell, assign, transfer, exchange, convert or convey any and all shares, stocks, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Corporation and to sign and execute (under the seal of the Corporation or otherwise) all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights, warrants or other securities. Provided that where one person is the only director and officer of the Corporation, that person shall have such authority.

The signature or signatures of the director or directors of the Corporation and/or of any officer or officers of the Corporation appointed pursuant to paragraph 21 and/or of any other person or persons, appointed as aforesaid by the board of directors may, if specifically authorized by the board of directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation executed or issued by or on behalf of the Corporation and all contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation on which the signature or signatures of any one or more of the foregoing directors or officers or the other persons authorized as aforesaid shall be so reproduced pursuant to such authorization by the board of directors shall be deemed to have been manually signed by each such director, officer or other person whose signature is so reproduced and shall be as valid to all intents and purposes as if they had been signed manually and notwithstanding that any such director, officer or other person whose signature is so reproduced may have ceased to hold office at the date of the delivery or issue of such contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation.

**DIVISIONS**

71. Authority to Create Divisions.

The board of directors may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions based upon character or type of operations, geographical territories, manufactured products, method of distribution, type of product or products manufactured or distributed or upon such other basis of division as the board may from time to time determine to be advisable. In particular, the board may authorize:

- (i) the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions or sub-units; and
- (ii) the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation.

72. Designation and Appointment of Divisional Officers.

The board of directors may, by resolution, designate and appoint divisional officers assigned to that particular division or a sub-unit of that division provided that any such divisional officer shall not, as such, be an officer of the Corporation. The divisional officers, if any, shall be appointed by the board of directors annually or oftener as may be required. Notwithstanding the foregoing, each incumbent divisional officer shall continue in office until the earliest of (a) the divisional officer's resignation, which resignation shall be effective at the time a written resignation is received by the Corporation or at the time specified in the resignation, whichever is later, (b) the divisional officer's appointment of the divisional officer's successor, (c) the meeting at which the board of directors annually appoints the divisional officers of the Corporation, (d) the divisional officer's death, and (e) the divisional officer's removal by resolution of the board of directors, which removal may be made by the board of directors at any time, with or without cause, without prejudice to such divisional officer's rights under any employment contract or in law. For certainty, the removal of a divisional officer from his or her position as a divisional officer does not of itself constitute a termination of that person's employment with the Corporation. The divisional officers need not be directors and one person may hold more than one divisional office.

73. Duties and Authority of Divisional Officers.

The duties, responsibilities, limitations and remuneration of the divisional officers shall be such as are determined from time to time by the person or persons and/or committee or committees designated by the board of directors of the Corporation having responsibility for the division to which such divisional officer has been appointed. The authority of any such divisional officer shall, however, be limited to acts and transactions relating only to the business and operations which his or her division is authorized to transact and perform, provided, however, that if the same person is also appointed an officer of the Corporation, the foregoing shall not limit his or her acts under the powers and duties of such corporate office.

74. Execution of Instruments.

Contracts or documents requiring the signature of the Corporation and relating only to a particular division of the Corporation may be signed in accordance with paragraph 69 or by any one of the divisional officers appointed pursuant to paragraph 71 with respect to such division. All such contracts or documents so signed shall be binding upon the Corporation without further authorization or formality. The board of directors shall have power from time to time by resolution to appoint any divisional officer or officers appointed pursuant to paragraph

71, or other person or persons, to sign specific contracts or documents on behalf of the Corporation and relating only to a particular division of the Corporation.

Any such divisional signing officer may affix the seal of the Corporation to any such contract or document, and may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy thereof.

If specifically authorized by a resolution of the board of directors, the signature of any divisional signing officer may be printed, engraved, lithographed or otherwise mechanically reproduced upon all contracts or documents relating only to the division and all such contracts or documents on which the signature of any of the foregoing divisional signing officers have been so reproduced shall be deemed to have been manually signed by the divisional signing officer whose signature is so reproduced and shall be as valid as if signed manually and notwithstanding that the divisional signing officer whose signature is so reproduced may have ceased to hold office at the date of delivery or issue of such contracts or documents.

**FINANCIAL YEAR**

75. Financial Year.

The financial year of the Corporation shall terminate on such date in each year as the board of directors may from time to time determine.

**ELECTRONIC DOCUMENTS**

76. Creation and Provision of Information.

Unless the Corporation's articles otherwise provide, and subject to and in accordance with the provisions of Part XX.I of the Act, the Regulations and paragraph 76 of this by-law, the Corporation may satisfy any requirement under the Act or the Regulations to create or provide a notice, document or other information to any person by the creation or provision of an electronic document. Except as provided in Section 252.6 of the Act, "electronic document" means any form of representation of information or of concepts fixed in any medium in or by electronic, optical or other similar means and that can be read or perceived by a person or by any means.

77. Consent and Other Requirements.

Notwithstanding the foregoing paragraph 75, a requirement under the Act or the Regulations to provide a person with a notice, document or other information shall not be satisfied by the provision of an electronic document unless

- (a) the addressee has consented, in accordance with the Regulations, and has designated an information system for the receipt of the electronic document; and
- (b) the electronic document is provided to the designated information system, unless the Regulations provide otherwise.



The term "information system" means a system used to generate, send, receive, store, or otherwise process an electronic document.

ENACTED this ● day of ●, 20●.

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President

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Secretary

**SCHEDULE D.1****NEW CANWEST ASSETS**

The following assets, property and undertakings shall constitute the New Canwest Assets:

1. The Limited Partnership Units.
2. The shares held by CMI in GP Inc.
3. All Canwest/CMI Group Intercompany Receivables owing to CMI by CTLP.
4. The CTLP Assumption Consideration Note.
5. All amounts receivable owed to CMI under the Shared Services Agreement and/or The Omnibus Transition and Reorganization Agreement.
6. The Trademarks and the Copyrights and Other IP.
7. To the extent of any right, title or interest, all broadcast licenses or other independent quasi-judicial or governmental authorizations.
8. Any Cash in excess of the amount constituting the Plan Implementation Fund.
9. Rights of CMI as a participating employer (if a participating employer) under the pension and group benefit plans listed on Schedules D.7 and D.8.
10. Owned or leased real property including transmitter sites, personal property, equipment, intellectual property or information technology which are held by CMI and relate primarily to or are used primarily in connection with the Business including the following leased property to the extent that it was not previously assigned to CTLP: (i) 201 and 203, 361 Victoria Street, Fredericton, NB; (ii) 5 Dethridge Drive, Sydney, NS; (iii) 1401 28<sup>th</sup> Street, Lethbridge, AB; and (iv) 101, 650 Martin Street, Penticton, BC.
11. CMI's rights under: (i) the Shared Services Agreement and the Omnibus Transition and Reorganization Agreement; (ii) the Trademarks Licence Agreement and the Trademarks Licence; (iii) the CW Media Trademarks Licence Agreements; and (iv) the Management and Administrative Services Agreement.
12. The Other Canwest Assets listed in Schedule D.5.
13. The office lease agreement dated May 1, 2008 between Portage & Main Development Ltd. and CMI in relation to suite number 3000, 201 Portage Avenue, Winnipeg, Manitoba together with any related rooftop licence.

For greater certainty, the New Canwest Assets shall not include the Head Office Lease.

## SCHEDULE D.2

### BROADCAST LICENCES

**Licences to be issued to GP Inc. (the general partner of CTLP) and New Canwest (the limited partner), carrying on business as CTLP upon surrender of the current licences.**

#### **PART A**

##### ***Television Programming Undertakings***

The chart on page D-4 outlines the originating television stations, and associated transmitters, involved in this application.

##### ***Specialty Programming Undertakings***

- DejaView (Category 2)
- MovieTime (Category 2 – formerly known as Lonestar)
- Reality TV (Category 2)

**Licences to be issued to GP Inc. (the general partner) and New Canwest (the limited partner), carrying on business as CTLP upon surrender of the current licences.<sup>1</sup>**

The current licensee in each case is GP Inc. (the general partner) and CMI (the limited partner), carrying on business as CTLP (herein referred to as “partners of CTLP”).

#### **PART B**

- Fox Sports World Canada (Category 2)

**Licence to be issued to GP Inc. (the general partner) and New Canwest (the limited partner), carrying on business as CTLP, and Fox Sports Holdco, partners in a general partnership carrying on business as Fox Sports.**

The current licensee is GP Inc. (the general partner) and CMI (the limited partner), carrying on business as CTLP, and Fox Sports Holdco, partners in a general partnership carrying on business as Fox Sports.

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<sup>1</sup> GP Inc. (the general partner of CTLP), will continue to hold a 0.1% partnership interest in CTLP.