

[LP Letterhead]

March 1, 2010

Canwest Media Inc.  
Canwest Place  
201 Portage Avenue  
31st Floor  
Winnipeg, Manitoba  
R3B 3L7

Attention: Thomas Strike

**Re: Agreement on Shared Services and Employees (the “Shared Services Agreement”) dated October 26, 2009 between Canwest Global Communications Corp. (“CGCC”), Canwest Limited Partnership / Société En Commandite (“Canwest LP”), Canwest Media Inc. (“CMI”), Canwest Publishing Inc./Publications Canwest Inc. (“CPI”), Canwest Television Limited Partnership (“Television LP”) and The National Post Company/La Publication National Post (“Old NP”)**

Pursuant to the terms of the Shared Services Agreement, (i) the Canwest Services Agreement and the Television LP Services Agreement terminated as they relate to the provision of Corporate Services on February 28, 2010; and (ii) the Executive Advisory Services Agreement and the Partnership Services Agreement terminated on February 28, 2010. As further described in the Memorandum from Doug Lamb to Gary Colter, Chief Restructuring Advisor, dated February 17, 2010, a copy of which is attached hereto as Exhibit A (the “**Extension Memorandum**”), it is now the parties’ desire that certain services previously provided by Canwest LP to the Broadcast Parties and their Affiliates under the Canwest Services Agreement and the Television LP Services Agreement and certain services previously provided by CMI to Canwest LP and its Affiliates under the Executive Advisory Services Agreement and the Partnership Services Agreement continue to be provided after February 28, 2010 on the terms and conditions set forth in this letter agreement (this “**Agreement**”). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Shared Services Agreement.

**1. Human Resources Services.**

**(a) Shared Canwest LP HR Employees.**

- (i) So long as such individuals are employed by Canwest LP, Canwest LP shall make available to CMI and its Affiliates the services of following employees of Canwest LP (the “**LP HR Employees**”) for the period commencing on March 1, 2010 until June 30, 2010 (the “**Term**”), or such other period as may be mutually agreed by the parties, to provide services relating to labour relations, pension administration, and learning and development to CMI and its Affiliates:

- (A) Sharlene Kanhai;  
(B) Valerie Davidson;

- (C) Bob Pruden; and
- (D) Dilshad Abdhusein.

If required by CMI, up to 50% of each LP HR Employee's working time shall be devoted to providing services to CMI and its Affiliates and the balance of each LP HR Employee's working time shall be devoted to providing services to Canwest LP and its Affiliates.

- (ii) The LP HR Employees shall at all times remain employees of Canwest LP and in no event be considered employees of CMI or any of its Affiliates.

(b) **Shared CMI Pension Employee.**

- (i) CMI shall make available to Canwest LP and its Affiliates the services of Margaret Proven (the "**CMI Pension Employee**") for the Term (so long as she is employed by CMI), or such other period as may be mutually agreed by the parties, to provide services relating to pension administration to Canwest LP and its Affiliates. If required by Canwest LP, up to 50% of the CMI Pension Employee's working time shall be devoted to providing services to Canwest LP and its Affiliates and the balance of the CMI Pension Employee's working time shall be devoted to providing services to CMI and its Affiliates.
- (ii) The CMI Pension Employee shall at all times remain an employee of CMI and in no event be considered an employee of Canwest LP or any of its Affiliates.

(c) **Transferred LP HR Employees.**

On or before March 1, 2010, CMI shall offer employment, effective as of March 1, 2010 (or such other date as may be mutually agreed by the parties), to Steve Mason and Miriam Mohamedali on terms and conditions which are in the aggregate substantially similar to the terms and conditions upon which such employees are employed by Canwest LP immediately prior to March 1, 2010.

**2. Legal Services.**

(a) **Shared Canwest LP Legal Employee.**

- (i) Canwest LP shall make available to CMI and its Affiliates the services of Sheila Fortier (the "**LP Legal Employee**", and collectively with the LP HR Employees, the "**LP Shared Employees**") for the Term (so long as she is employed by Canwest LP), or such other period as may be mutually agreed by the parties, to provide legal services to CMI and its Affiliates. If required by CMI, up to 50% of the LP Legal Employee's working time shall be devoted to providing services to CMI and its Affiliates and the

balance of the LP Legal Employee's working time shall be devoted to providing services to Canwest LP and its Affiliates.

- (ii) The LP Legal Employee shall at all times remain an employee of Canwest LP and in no event be considered an employee of CMI or any of its Affiliates.

(b) **Shared CMI Legal Employees.**

- (i) So long as such individuals are employed by CMI, CMI shall make available to Canwest LP and its Affiliates the services of following employees of CMI and its Affiliates (the "**CMI Legal Employees**") for the Term, or such other period as may be mutually agreed by the parties, to provide legal services to Canwest LP and its Affiliates:

- (A) Steven Pasternak
- (B) Riva Richard; and
- (C) Jan Anderson.

If required by Canwest LP, up to 50% of each CMI Legal Employee's working time shall be devoted to providing services to Canwest LP and its Affiliates and the balance of each CMI Legal Employee's working time shall be devoted to providing services to CMI and its Affiliates.

- (ii) The CMI Legal Employees shall at all times remain employees of CMI and in no event be considered employees of Canwest LP or any of its Affiliates.

(c) **Transferred CMI Legal Employees.**

On or before March 1, 2010, Canwest LP shall offer employment, effective as of March 1, 2010 (or such other date as may be mutually agreed by the parties), to Gillian Akai, Megan K. O'Toole, Kelly Kwan, Jennifer Cyr, Naomi Mesbur, Maria Milkis and Laura Barozzino (the "**Transferred CMI Legal Employees**") on terms and conditions which are in the aggregate substantially similar to the terms and conditions upon which such Transferred CMI Legal Employees are employed by CMI immediately prior to March 1, 2010.

**3. Finance Services.**

(a) **Shared CMI Finance Employees.**

- (i) So long as such individuals are employed by CMI, CMI shall make available to Canwest LP and its Affiliates the services of following employees of CMI (the "**CMI Finance Employees**", and collectively with the CMI Pension Employees and the CMI Legal Employees, the "**CMI Shared Employees**") for the Term, or such other period as may be

mutually agreed by the parties, to provide tax and insurance related services to Canwest LP and its Affiliates:

(A) Darren Barfuss; and

(B) Rick Wellen.

If required by Canwest LP, up to 50% of each CMI Finance Employee's working time shall be devoted to providing services to Canwest LP and its Affiliates and the balance of each CMI Finance Employee's working time shall be devoted to providing services to CMI and its Affiliates.

- (ii) The CMI Finance Employees shall at all times remain employees of CMI and in no event be considered employees of Canwest LP or any of its Affiliates.

#### 4. **Costs and Expenses of Shared Employees.**

- (a) Subject to the immediately following sentence, all costs and expenses associated with the CMI Shared Employees and the LP Shared Employees (collectively, the "**Shared Employees**") incurred during the Term shall be shared equally between Canwest LP and CMI, including all compensation (including any bonus amounts), statutory deductions, remittances and costs associated with benefits provided to a Shared Employee ("**Shared Employee Costs**"). During the Term, neither Canwest LP nor CMI shall increase the compensation paid or any benefits made available to a Shared Employee without the consent of the other party, such consent not to be unreasonably withheld or delayed, unless such increase in compensation or benefits is borne entirely by the party employing such Shared Employee, in which case the consent of the other party shall not be required.
- (b) The parties good faith estimate of the monthly Shared Employee Costs is set forth in Exhibit B. The Shared Employee Costs are not intended to provide CMI or Canwest LP with any material financial gain or loss.
- (c) As soon as practicable after the end of each month during the Term, and in any event no later than the 25th day of the following month (i) CMI shall invoice Canwest LP for the amount owing for Shared Employee Costs payable by Canwest LP in respect of CMI Shared Employees for the immediately preceding month (a "**CMI Monthly Invoice**"); and (ii) Canwest LP shall invoice CMI for the amount owing for Shared Employee Costs payable by CMI in respect of LP Shared Employees for the immediately preceding month (an "**LP Monthly Invoice**").
- (d) Amounts owing pursuant to a CMI Monthly Invoice or an LP Monthly Invoice for a particular month may be set-off against the corresponding CMI Monthly Invoice or LP Monthly Invoice, as applicable, issued in respect of the same month and Canwest LP or CMI, as the case may be, will pay the net amount of the invoiced Shared Employees Costs to the other party within [30] days following the later of

(i) delivery to Canwest LP of the CMI Monthly Invoice issued in respect of such month; and (ii) delivery to CMI of the LP Monthly Invoice issued in respect of such month.

**5. Termination or Replacement of Shared Employees.**

- (a) During the Term, neither CMI nor Canwest LP will terminate without cause the employment of any Shared Employee without the consent of the other party.
- (b) In the event that any Shared Employee ceases to be an employee of Canwest LP or CMI, as applicable, (the “**Departed Employee**”), the party that employed such Departed Employee (the “**Employing Party**”) shall use commercially reasonable efforts to replace such Departed Employee and to the extent another employee of the Employing Party is hired to replace or assumes the responsibilities of such Departed Employee (the “**New Employee**”), the provisions of this Agreement shall apply mutatis mutandis to the New Employee (provided the party that had previously received services from such Departed Employee but was not the employer of such Departed Employee consents in writing to the New Employee assuming the responsibilities of such Departed Employee to provide services to such party, such consent not to be unreasonably withheld or delayed) and such New Employee shall be deemed to be a Shared Employee hereunder, provided the terms and conditions of the Employing Party’s employment of such New Employee are not substantially dissimilar to the terms and conditions upon which the Employing Party employed the Departed Employee. For the avoidance of doubt, the failure of an Employing Party to replace a Departing Employee with a New Employee shall not constitute a breach of this Agreement and shall not affect or limit the obligations of either party to continue to make the services of the remaining Shared Employees available to the other party under the terms hereof.

**6. Access and Records.**

- (a) Each of CMI and Canwest LP shall provide the other party and its employees, agents and contractors with continued and uninterrupted access during normal business hours to its and its Affiliates property, assets and personnel, including documents and records, as is necessary to permit the Shared Employees to provide or assist in the provision of services described under sections 1, 2 and 3 above.
- (b) Each of CMI and Canwest LP shall maintain accurate and complete records of all costs and expenses associated with the Shared Employees consistent with their current business practices and also, where appropriate, in accordance with generally accepted accounting principles. Each of CMI and Canwest LP will provide the other party and its designated agents with access to such records at all reasonable times during normal business hours and each party will have the right to conduct audits of those records at its sole cost and expense. Each of CMI and Canwest LP shall preserve all such records in accordance with its record retention policies.

**7. Termination.**

- (a) Either CMI or Canwest LP may terminate this Agreement with respect to any service it receives from any Shared Employee employed by the other party upon two weeks' prior notice to the other party.
- (b) If (i) this Agreement is terminated with respect to any services provided by a Shared Employee; or (ii) any Shared Employee ceases to be an employee of Canwest LP or CMI, as applicable, and is not replaced in accordance with the terms of this Agreement, in each case, on a date other than at the end of a month, the Shared Employee Costs associated with such Shared Employee shall be pro-rated appropriately.

The parties acknowledge and agree that this Agreement has been entered into for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable in Ontario.

Time is of the essence in the performance of the parties' respective obligations.

This Agreement enures to the benefit of and is binding upon the parties and their successors and assigns and neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party.

No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound.

This Agreement may be executed by the parties in counterparts, which may be delivered by facsimile or other electronic transmission. Each counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

*[Signature page follows.]*

If the provisions hereof are acceptable to you, please so indicate by signing and returning one copy of this Agreement to the undersigned.

**CANWEST LIMITED PARTNERSHIP /  
SOCIÉTÉ EN COMMANDITE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

**CANWEST MEDIA INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**EXTENSION MEMORANDUM**

See Attached.



**EXHIBIT B  
ESTIMATE OF EMPLOYEE COSTS**

<b>Department</b>	<b>Action</b>	<b>Monthly Payroll Change</b>
Legal	LP absorbs 50% of 3 CMI employees	40,497
	CMI Absorbs 50% of cost of 1 LP employee	(2,422)
Finance	LP absorbs 50% of cost of 2 CMI employees	14,092
Human Resources	CMI absorbs 50% of cost of 4 LP employees	(24,210)
	LP absorbs 50% of cost of 1 CMI employee	7,235
<b>Total Change in Monthly Payroll (payable by LP to CMI)</b>		<b>35,193</b>