TRUST INDENTURE

DATED AS OF THE 11th DAY OF FEBRUARY 2013

AMONG

CORUS ENTERTAINMENT INC., AS ISSUER

AND

THE PARTIES THAT HAVE EXECUTED THIS INDENTURE AS GUARANTORS

and

BNY TRUST COMPANY OF CANADA

PROVIDING FOR THE ISSUE OF
4.25% SENIOR UNSECURED GUARANTEED NOTES DUE 2020

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THIS INDENTURE is made as of the 11th day of February 2013;

AMONG:

CORUS ENTERTAINMENT INC., a corporation incorporated the laws of Canada and having its head office in the City of Toronto, in the Province of Ontario (hereinafter called the "**Corporation**")

and

the parties hereto that have executed this Indenture as Guarantors

and

BNY TRUST COMPANY OF CANADA, a trust company under the laws of Canada and registered to carry on business in the Province of Ontario (hereinafter called the "**Trustee**")

WITNESSETH THAT:

WHEREAS the Corporation considers it desirable to create and issue 4.25% Senior Unsecured Guaranteed Notes due 2020 in the manner provided in this Indenture;

AND WHEREAS each Guarantor (defined herein) has agreed to guarantee the punctual payment and performance when due of all Indenture Obligations (defined herein) in accordance with the terms of Article 13;

NOW THEREFORE it is hereby covenanted, agreed and declared as set forth herein.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Indenture and in the Notes, unless there is something in the subject matter or context inconsistent therewith, the expressions following shall have the following meanings, namely:

(a) "**1933 Act**" means the United States Securities Act of 1933, as amended.

(b) "**Adjusted Net Assets**" has the meaning set forth in Section 13.2(c).

(c) "**Affiliate**" means, at any time and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person.

(d) "**Applicable Securities Legislation**" means the Securities Acts (or equivalent legislation), the regulations thereunder and the instruments, policies, staff notices, orders and similar requirements in effect from time to time in the jurisdictions in Canada in which the Corporation is a reporting issuer or the equivalent.

(e) "**Attributable Debt**" in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction, including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

(f) "**Bankruptcy Law**" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other Canadian federal or provincial law relating to the relief of debtors.

(g) "**Basket Investments**" has the meaning set forth in Section 5.5.

(h) "**Beneficial Noteholder**" means any person who holds a beneficial interest in Global Notes as shown on the books of the Depository or a Participant.

(i) "**Board of Directors**" means:

(a) with respect to a corporation, the board of directors of the corporation (or any duly authorized committee thereof);

(b) with respect to a partnership, the board of directors of the corporation that is the general partner or managing partner of the partnership; and

(c) with respect to any other Person, the board or committee of such Person serving a similar function.

(j) "**Board Resolution**" means, as the context requires, a copy of a resolution certified by any officer of the Corporation, to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

(k) "**Book Entry Only Notes**" means Notes which are to be held only by or on behalf of the Depository.

(l) "**Business Day**" means any day other than a Saturday, Sunday or any other day that the Trustee's office in Toronto, Ontario is not generally open for business, or any other day on which Canadian chartered banks are closed in Toronto, Ontario.

(m) "**Canada Yield Price**" means, in respect of any redemption of the Notes, a price, as determined by any two Reference Dealers, equal to the sum of the present values of the remaining scheduled payments of principal and interest on the Notes (not including any portion of the payments of interest accrued as of the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 365-day year) at the Government of Canada Yield, plus 100 basis points.

(n) "**Capital Lease Obligation**" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

(o) "**Capital Stock**" means, with respect to any Person, any and all shares or other equivalents (however designated) of capital stock, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person or any option, warrant or other security convertible into any of the foregoing.

(p) "**Cash Flow**" means, for any period (in this definition, the "Applicable Period"), in respect of any Person, determined on an unconsolidated basis (other than in respect of the Corporation for which the calculation thereof shall be determined, unless otherwise indicated herein, on a consolidated basis), without duplication, the aggregate of Net Income of such Person for the Applicable Period, plus, to the extent deducted in calculating such Net Income:

(i) Consolidated Interest Expense,

(ii) depreciation,

(iii) amortization (other than amortization of programming and broadcast rights),

(iv) stock-based compensation expense relating to stock options or similar non-cash expenses,

(v) income taxes (whether or not deferred),

(vi) any charges relating to loss on sale of investments, restructuring charges, realized or unrealized losses on Hedging Obligations, asset write-downs, goodwill and intangible impairment loss, foreign exchange losses, losses on the repurchase or redemption of any securities and any unusual or non-recurring charges; and

(vii) non-controlling interests (as such term is used in the Corporation's financial statements as at the date hereof) to the extent deducted in the calculation of Net Income;

and less, to the extent included in calculating such Net Income:

(viii) income tax recovery (whether or not deferred), and

(ix) any unusual or other non-recurring items (including but not limited to gain on sale of investments, realized or unrealized hedge transaction gains, foreign exchange gains and gains on the repurchase or redemption of any securities),

and for purposes of this definition and the determination of Cash Flow attributable to a Subsidiary, means, for any period, the portion of the Net Income determined in accordance with GAAP of such Subsidiary, for such period (adjusted in the same manner as Net Income is adjusted as aforesaid in this definition); provided that in determining the amount of Cash Flow of the Corporation for the purposes hereof (i) the aggregate of Cash Flow attributable to Persons other than the Corporation (on an unconsolidated basis) and the Restricted Subsidiaries for the four Fiscal Quarters immediately preceding the time of determination, after inclusion in Cash Flow, cannot exceed 15% of Cash Flow for the same four Fiscal Quarters; and provided further that for purposes of this definition, where a Restricted Subsidiary or operating assets comprising a business or division of a Person is or are acquired or disposed of at any time during such period, as the case may be, the financial results of such Restricted Subsidiary or operating assets comprising a business or division shall be included or excluded, as applicable, in the calculation of Net Income as if such acquisition or disposition had occurred on the first day of such period for the purposes of calculating Net Income for such period.

(q) "**CDS**" means CDS Clearing and Depository Services Inc. and its successors.

(r) "**Change of Control**" means the occurrence of any one of the following:

(i) the direct or indirect sale, transfer or other disposition (other than by way of consolidation, amalgamation, arrangement, merger or issue of voting shares), in one or a series of related transactions, of all or substantially all of the property and assets of the Corporation and its Subsidiaries, taken as a whole, to any person or group of persons acting jointly or in concert for purposes of such transaction (other than to the Corporation or its Subsidiaries);

(ii) the consummation of any transaction or series of transactions including, without limitation, any consolidation, amalgamation, arrangement, merger or issue of voting shares, the result of which is that any person or group of persons acting jointly or in concert for purposes of such transaction (other than one or more members of the Shaw Family Group) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting shares of the Corporation, measured by voting power rather than number of shares (but shall not include the creation of a holding corporation or similar transaction that does not involve a change in the beneficial ownership of the Corporation); or

(iii) the consummation of any transaction or series of transactions including, without limitation, any consolidation, amalgamation, arrangement, merger or issue of securities the result of which is that any person or group of persons acting jointly or in concert for purposes of such transaction (other than one or more members of the Shaw Family Group) has elected to the Board of Directors of the Corporation such number of its or their nominees so that such nominees so elected shall constitute a majority of the number of the directors comprising the Board of Directors of the Corporation,

provided that, to the extent that one or more regulatory approvals are required for any of the transactions or circumstances described in clauses (i), (ii) or (iii) above to become effective under applicable law and such approvals have not been received before such transactions or circumstances have occurred, such transactions or circumstances shall be deemed to have occurred at the time such approvals have been obtained and become effective under applicable law.

(s) "**Change of Control Offer**" has the meaning set forth in Section 5.12(a).

(t) "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(u) "**Consolidated Interest Expense**" means, for any period, the total interest expense of the Corporation and its Subsidiaries determined on a consolidated basis in accordance with GAAP, plus, to the extent not included in such total interest expense, and to the extent incurred by the Corporation and its Subsidiaries (determined on a consolidated basis in accordance with GAAP), without duplication:

(i) the amortization of debt discount and debt issuance cost;

(ii) the amortization of all fees (including, without limitation, fees with respect to Hedging Obligations) payable in connection with the incurrence of Indebtedness;

(iii) the portion of any Capital Lease Obligation allocable to interest expense;

(iv) payments in the nature of interest pursuant to Hedging Obligations;

(v) an amount equal to the product of (i) the aggregate dividends paid on Disqualified Capital Stock during such period and (ii) a fraction, the numerator of which is one and the denominator of which is one minus the then effective combined tax rate of the Corporation, to the extent paid; and

(vi) Interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed.

(v) "**Corporation**" means Corus Entertainment Inc. and includes any successor to or of the Corporation, as permitted by the terms hereof.

(w) "**Counsel**" means a barrister or solicitor or firm of barristers or solicitors retained or employed by the Trustee or retained or employed by the Corporation and acceptable to the Trustee.

(x) "**Credit Agreement**" means the second amended and restated credit agreement made as of February 11, 2010, between the Corporation, The Toronto-Dominion Bank, as agent, and the lenders from time to time party thereto, as amended by a first amendment dated as of March 11, 2011 and as further amended by a second amendment dated as of March 5, 2012, and as from time to time further amended, modified, supplemented, restated or replaced.

(y) "**DBRS**" means DBRS Limited and its successors.

(z) "**Default**" means any occurrence that is, or with notice or the lapse of time or both would become an Event of Default.

(aa) "**Depository**" means CDS and such other Person as is designated in writing by the Corporation and acceptable to the Trustee to act as depository in respect of Book Entry Only Notes.

(bb) "**Disposition**" means in any one transaction, or series of transactions, any transfer, conveyance, sale or lease by the Corporation or a Restricted Subsidiary of any of its Fixed Assets or Investments excluding, for greater certainty, any Permitted Licensing Disposition; provided that for any transfer, conveyance, sale, lease or other disposition of Fixed Assets or Investments by the Corporation or a Restricted Subsidiary in connection with a corporate reorganization which is carried out as a step transaction and which is completed within three Business Days shall not constitute a Disposition to the extent that the assets are transferred to an entity where, at the completion of such step transaction, the assets are owned by the Corporation or a Restricted Subsidiary and which maintains the security as if such Fixed Assets and Investments had remained in the possession of the Corporation or a Restricted Subsidiary.

(cc) "**Disqualified Capital Stock**" means any Capital Stock of the Corporation or any Restricted Subsidiary which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the maturity date of the notes, for cash or securities constituting Indebtedness.

(dd) "**Equity Interest**" in any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) corporate stock or other equity participations, including partnership interests, whether general or limited, in such Person, including any Preferred Equity Interests and any right or interest which is classified as equity in accordance with GAAP.

(ee) "**Event of Default**" has the meaning ascribed thereto in Section 6.1.

(ff) "**Extraordinary Noteholder Resolution**" means a resolution proposed to be passed as an Extraordinary Noteholder Resolution at a meeting of Noteholders (including a reconvened meeting) duly convened for the purpose and held in accordance with the provisions of Article 8 and passed by the affirmative votes of the holders of not less than 66 2/3% of the principal amount of the outstanding Notes represented and voting on a poll with respect to such resolution.

(gg) "**Fair Market Value**" means, with respect to any asset, the price (after taking into account any liabilities relating to such assets) which could be negotiated in an arm's-length free market transaction, for cash, between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction; provided, however, that the Fair Market Value of any such asset or assets shall be determined conclusively by the Board of Directors of the Corporation acting in good faith, and shall be evidenced by a Board Resolution delivered to the Trustee in the case of assets worth in excess of $30,000,000 and shall otherwise be evidenced by an officer's certificate delivered to the Trustee.

(hh) "**Fiscal Quarter**" means each of the fiscal periods for which the Corporation is required to prepare interim financial statements pursuant to Applicable Securities Legislation and any remaining period in a fiscal year not included in such periods.

(ii) “**Fixed Assets**” means tangible property, present and future, of the Corporation and its Restricted Subsidiaries which is not intended to be consumed, sold in the ordinary course of business or converted into current assets, including land, buildings and equipment which is not inventory and, for the avoidance of doubt, including beneficial title of the Corporation and its Restricted Subsidiaries to any such tangible property where the registered title is held by any entity other than the Corporation and its Restricted Subsidiaries but excluding Programming.

(jj) “**GAAP**” means generally accepted accounting principles in Canada, consistently applied, which are in effect in Canada from time to time.

(kk) “**Global Notes**” means Notes representing the aggregate principal amount of Notes and held by, or on behalf of, a Depository, or its nominee, as custodian for the Participants.

(ll) “**Government of Canada Yield**” means, with respect to any redemption date for the Notes, the arithmetic average, as determined by any two Reference Dealers, of the yield to maturity on the third Business Day preceding the redemption date, compounded semi-annually, which a non-callable Government of Canada bond would carry if issued in Canadian Dollars in Canada, at 100% of its principal amount on such date with a term to maturity which most closely approximates the remaining term to maturity of the Notes to be redeemed from such day as quoted by the Reference Dealers at 5:00 p.m. on such day.

(mm) “**guarantee**” means, as to any Person, a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through reimbursement agreements in respect thereof in respect of all or any part of the Indebtedness of another Person; provided, however, that neither:

(i) a pledge of the Equity Interests in a Guarantor or in a Person which is not a Restricted Subsidiary given to secure Indebtedness referred to in paragraph (i) of the definition of “Permitted Indebtedness”, nor

(ii) a limited recourse guarantee given in connection with any such pledge,

shall be considered a guarantee hereunder so long as recourse under such guarantee and pledge is limited in all circumstances to the Equity Interests that are the subject of the pledge.

(nn) “**Guarantee**” means a guarantee of the Notes substantially in the form provided for herein in Article 13 that is made pursuant to the covenants in Section 5.9.

(oo) “**Guarantor**” means, from time to time, each Restricted Subsidiary that has granted a Guarantee, provided that any Person constituting a Guarantor shall cease to constitute a Guarantor when its respective Guarantee is released in accordance with the terms of this Indenture.

(pp) “**Hedging Obligations**” means, with respect to any Person, the obligations of such Person under (1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, (2) other agreements or arrangements designed to protect such Person against fluctuations in interest rates and (3) foreign currency, commodity or equity hedge, swap, exchange or similar protection agreements entered into for the purpose of managing risks in the ordinary course of business and not for speculative purposes.

(qq) “**Indebtedness**” means:

(i) indebtedness created, issued or assumed for borrowed funds;

(ii) Purchase Money Obligations;

(iii) Capital Lease Obligations;

(iv) all Attributable Debt in respect of Sale and Leaseback Transactions; and

(v) any guarantee given in respect of Indebtedness of another Person described in any of clauses (i), (ii), (iii) or (iv).

(rr) "**Indenture Obligations**" means the obligations of the Corporation and any other obligor hereunder or under the Notes, including the Guarantors, if any, to pay principal (and Premium, if any, on) and interest on the Notes when due and payable on the Maturity Date, and all other amounts due or to become due under or in connection with this Indenture, the Notes and the performance of all other obligations to the Trustee (including all amounts due to the Trustee under Section 10.15) and the holders under this Indenture and the Notes, according to the terms hereof and thereof.

(ss) "**Intercompany Indebtedness**" means all Indebtedness between the Corporation and any Restricted Subsidiary or between Restricted Subsidiaries.

(tt) "**Interest Payment Date**" means August 11 and February 11 of each year that the Notes are outstanding, commencing on August 11, 2013 and ending on the Maturity Date.

(uu) "**Interest Period**" means the period commencing on the later of (i) the date of issue of the Notes and (ii) the immediately preceding Interest Payment Date on which interest has been paid, and ending on the date immediately preceding the Interest Payment Date in respect of which interest is payable; and "**Broken Interest Period**" means any Interest Period other than a six month period commencing on an Interest Payment Date and ending on the next ensuing Interest Payment Date.

(vv) "**Investments**" means loans, shares, partnership interests, joint ventures or other equity participation interests held by the Corporation in a Person that it does not Control or in Unrestricted Subsidiaries.

(ww) "**Issue Date**" means February 11, 2013.

(xx) "**Lien**" means, with respect to any Person, any mortgage, hypothecation, charge or other encumbrance of any kind on any of its or their property or assets, present or future, to secure Indebtedness. Solely for the purposes of determining whether a Lien exists for the purposes hereof, a person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale or capital lease or other title retention agreement and any lease in nature thereof (excluding, for the avoidance of doubt, operating leases as determined in accordance with GAAP that are not Sale and Leaseback Transactions) and such retention of title by another Person shall constitute a Lien.

(yy) "**LVTS**" means the large value electronic money transfer system operated by the Canadian Payments Association and any successor thereto.

(zz) "**Maturity Account**" means an account or accounts required to be established by the Corporation (and which shall be maintained by and subject to the control of the Trustee) pursuant to and in accordance with this Indenture.

(aaa) "**Maturity Date**" means February 11, 2020.

(bbb) "**Moody's**" means Moody's Investors Service, Inc. and its successors.

(ccc) "**Net Available Proceeds**" means, in connection with any Disposition, the proceeds thereof in the form of cash and cash equivalents actually received by the Corporation or a Subsidiary (including any such proceeds received by way of deferred payment of principal pursuant to a note or instalment receivable or purchase price adjustment receivable or otherwise, but only as and when such proceeds are received), net of all expenses incurred in connection with such Disposition including but not limited to (a) legal fees, accountant fees and investment banking fees, directly attributable to such Disposition, (b) amounts required to be applied to the repayment of debt secured by a lien expressly permitted hereunder on any asset which is the subject of such Disposition (c) the amount of any reasonable reserve established in accordance with GAAP (i) against any liabilities (other than any taxes deducted pursuant to clause (d) associated with the assets that are the subject of such Disposition) and (ii) retained by the Corporation, provided that the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Available Proceeds of the sale or Disposition, as the case may be, received on the date of such reduction and (d) taxes paid or reasonably estimated to be payable as a result thereof.

(ddd) "**Net Income**" means the net income of any Person, determined on an unconsolidated basis (other than in respect of the Corporation, for which the calculation thereof shall be determined on a consolidated basis unless otherwise specified herein) for a particular period and otherwise as determined in accordance with GAAP.

(eee) "**Noteholder Resolution**" means, for the Notes, a resolution passed as an Noteholder Resolution by the affirmative votes of the holders of not less than a majority in principal amount of the outstanding Notes represented and voting on a poll at a meeting of Noteholders duly convened for the purpose and held in accordance with the provisions of this Indenture.

(fff) "**Noteholders**" or "**holders**" means the Persons for the time being entered in the register for Notes as registered holders of Notes, including, for greater certainty, in the case of any Global Notes, the Depository or its nominee in whose name such Note(s) is registered, as the case may be.

(ggg) "**Noteholders' Request**" means an instrument signed in one or more counterparts by the holder or holders of not less than 25% in aggregate principal amount of the outstanding Notes.

(hhh) "**Notes**" means the 4.25% Senior Unsecured Guaranteed Notes due 2020 issued under this Indenture.

(iii) "**Officers' Certificate**" or "**Certificate**" means a certificate of the Corporation signed by any two authorized officers or directors of the Corporation, on behalf of the Corporation, in their capacities as officers or directors of the Corporation, as the case may be, and not in their personal capacities.

(jjj) "**Opinion of Counsel**" means a written opinion of Counsel.

(kkk) "**Participant**" has the meaning ascribed to such term in Section 3.2(e).

(lll) "**Permitted Indebtedness**" means any of the following:

(i) Indebtedness of the Corporation outstanding under the Credit Agreement or under other credit facilities or arrangements entered into after the Issue Date to a maximum of $800,000,000;

(ii) Purchase-Money Obligations, Sale and Leaseback Transactions or Capital Lease Obligations of the Corporation or any Restricted Subsidiary to a maximum aggregate amount of $40,000,000, or its equivalent in other currencies;

(iii) Hedging Obligations (if and to the extent characterized as Indebtedness) of the Corporation or any Restricted Subsidiary;

(iv) Indebtedness owed to the Corporation or any Restricted Subsidiary;

(v) Indebtedness represented by the Notes;

(vi) Indebtedness of the Corporation and its Restricted Subsidiaries not otherwise permitted by the foregoing in an aggregate amount of up to $50,000,000; and

(vii) refinancings from time to time for any Permitted Indebtedness or any Indebtedness of which the Corporation or its Restricted Subsidiaries met the Debt Incurrence Test at the time of its initial issuance, provided that, with respect to any such refinancing, the maturity date of such refinancing is no earlier than the maturity date of any outstanding Notes, no material additional security is granted in respect thereof and the principal amount thereof is not materially increased.

(mmm) "**Permitted Investment**" means any of the following:

(i) Investments in cash or cash equivalents;

(ii) Intercompany Indebtedness;

(iii) Investments in (i) a Restricted Subsidiary or (ii) another Person in a Related Business that as a result of such Investment such other Person becomes a Restricted Subsidiary or such other Person merged or consolidated with or into or transfers or conveys all or substantially all of its assets to, the Corporation or a Restricted Subsidiary; and

(iv) any Investment which the Corporation or any Subsidiary of the Corporation holds on the Issue Date.

(nnn) "**Permitted Licensing Disposition**" means the grant of a license or any other right to use, publish, broadcast, distribute, merchandise or otherwise exploit any Programming developed, owned or licensed by the Corporation or a Restricted Subsidiary to any broadcaster, distributor, producer or other Person (and whether or not such other Person, in connection therewith, has licensed any rights to the Corporation or a Restricted Subsidiary under a co-production agreement or otherwise) and includes those under which the collateral agent or similar entity may be requested to enter into a non-disturbance or "**quiet enjoyment**" agreement and/or any other similar agreement or ancillary release, certificate or other document relating thereto with such person, that may include or require a subordination by any collateral agent or similar entity in favour of the grantee of the license or other right of the security interest, assignment, mortgage and charge granted to the collateral agent or similar entity pursuant to the security (a "**Subordination**"), provided that:

(i) such Permitted Licensing Disposition is entered into by the Corporation or Restricted Subsidiary in the ordinary course of its business;

(ii) any Subordination is limited to the security interest, assignment, mortgage and charge granted to a collateral agent in the Programming that is the subject of such Permitted Licensing Disposition; and

(iii) immediately thereafter and after giving effect thereto, no Default or Event of Default would exist.

(ooo) "**Permitted Liens**" has the meaning set forth in Section 5.7.

(ppp) "**Person**" means an individual, partnership, corporation, joint venture, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

(qqq) "**Preferred Equity Interest**" in any Person, means an Equity Interest of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over Equity Interests of any other class in such Person.

(rrr) "**Premium**" means, with reference to any Note, the excess of the then applicable Redemption Price of such Note over the principal amount of such Note.

(sss) "**Programming**" means, depending on the context in which it appears, (a) the management, facilitation and execution of all things necessary to physically make or produce (including development, pre-production, principal photography, post production, completion and delivery, as these terms are commonly understood in the film and television production industry) a feature film, television program (episodic or otherwise), television series, documentary or filmed or videotaped entertainment of any kind and/or length, whether it be live action or animation for any and all existing or as yet undefined media including, without limitation, television, theatrical, broadcast (free and pay), video, radio, home entertainment, DVD, CD-ROM, non-theatrical, on-line, on-demand, interactive, mobile/wireless, music and personal media product rights, (b) the feature film, television program, episode, television series, documentary or filmed videotaped entertainment resulting from the foregoing activity, and "Programming" includes all distribution, merchandising, music or other publishing and similar rights of the Corporation or a Restricted Subsidiary in respect of Programming referred to in clause (b) of this definition.

(ttt) "**Purchase-Money Obligation**" means any Indebtedness assumed as, or issued and incurred to provide funds to pay, all or part of (a) the purchase price (which shall be deemed to include any costs of construction or installation) of any property acquired after the date of the Indenture or (b) the cost of improvements made after the date of the Indenture to any property.

(uuu) "**Record Date**" means the date specified for determining holders entitled to receive interest on the Notes on any Interest Payment Date.

(vvv) "**Redemption Price**" has the meaning set forth in Section 4.1.

(www) "**Reference Dealer**" means any nationally recognised securities dealer with significant trading experience in Government of Canada bonds having an office in Toronto, Ontario.

(xxx) "**Regulation S**" means Regulation S adopted by the United States Securities and Exchange Commission under the 1933 Act.

(yyy) "**Related Business**" means (i) those businesses in which the Corporation or any of its Subsidiaries is engaged as of the date of the Indenture or that are reasonably related, ancillary, incidental or complementary thereto and (ii) any business which forms part of a business, or is owned by a person, acquired by the Corporation or its Restricted Subsidiaries if the acquisition included, directly or indirectly, as a substantial component thereof, the acquisition of a business that meets the requirements of clause (i) in this definition.

(zzz) "**Restricted Payment**" means:

(i) the declaration or setting aside for payment of dividends by the Corporation or any Restricted Subsidiary on any of its issued shares to the extent that any such dividend is paid to any Person other than the Corporation or a Restricted Subsidiary;

(ii) the payment of royalties or fees of any kind or the making of any other distribution whether in cash or property to any Affiliate or to any holder of shares of any class of the capital stock of the Corporation or a Restricted Subsidiary in such capacity (and, for greater certainty, not pursuant to a contractual or other relationship not related to their shareholdings) other than the Corporation or a Restricted Subsidiary;

(iii) the purchase, redemption or other retirement or cancellation by the Corporation or any Restricted Subsidiary of any of its issued shares or of any options, warrants or others' rights to acquire any of such shares to the extent that any amount payable upon such purchase, redemption or other retirement or cancellation is paid to any Person other than the Corporation or a Restricted Subsidiary;

(iv) the payment of any management fee or bonus to any Affiliate or any holder of shares of any class of the capital stock of the Corporation or a Restricted Subsidiary other than the Corporation or a Restricted Subsidiary; or

(v) any Investments (other than Permitted Investments) in any person;

but does not include:

(vi) salaries or bonuses paid to employees or independent contractors in the normal course of business;

(vii) the payment of any management fee or bonus in the normal course of business;

(viii) the payment of fees to Affiliates for services in the ordinary course of business and on terms that in aggregate are not materially more favourable to such Affiliates than are offered by them to other unrelated third parties or which are otherwise commercially reasonable;

(ix) the payment of any dividend or distribution on a *pro rata* basis to holders of minority Equity Interests in a Restricted Subsidiary provided that, such *pro rata* distribution to minority Equity Interest shall be deducted from Cash Flow for the purposes of calculating the aggregate amount of Restricted Payments pursuant to Section 5.4(a); or

(x) Basket Investments.

(aaaa) "**Restricted Subsidiary**" means any Subsidiary of the Corporation that is not an Unrestricted Subsidiary.

(bbbb) "**Sale and Leaseback Transaction**" of any Person means an arrangement with any lender or investor or to which such lender or investor is a party providing for the leasing by such Person of any property or assets of such Person which has been or is being sold or transferred by such Person more than 12 months after the acquisition thereof or the completion of construction or commencement of operation thereof to such lender or investor or to any Person to whom funds have been or are to be advanced by such lender or investor on the security of such property or asset. The stated maturity of such arrangement shall be the date of the last payment of rent or any other amount due under such arrangement prior to the first date on which such arrangement may be terminated by the lessee without payment of a penalty.

(cccc) "**Shaw Family Group**" means JR Shaw, his spouse and issue (whether natural-born or legally adopted) and spouses thereof and their issue (whether natural-born or legally adopted) and corporations controlled by any one or more of the foregoing or trusts of which any one or more of the foregoing are the principal beneficiaries; provided that in the case of a trust, the Shaw Family Group will only be deemed to control that proportion of the voting shares held by such trust that it is reasonable to regard as being held, directly or indirectly, for the benefit of one or more of the foregoing individuals.

(dddd) "**S&P**" means Standard & Poor's Ratings Service, a division of McGraw-Hill, Inc., and its successors.

(eeee) "**Subsidiary**" means, on any date, any corporation or other Person or entity of which voting shares or other interests carrying more than 50% of the voting rights attached to all outstanding voting shares or other interests are owned, directly or indirectly, by or for the Corporation and/or by or for any corporation or other Person or entity in like relation to the Corporation and includes any corporation or other Person or entity in like relation to a Subsidiary.

(ffff) "**Supplemental Indenture**" means an indenture supplemental to this Indenture entered into in accordance with the terms of Article 11.

(gggg) **"Total Assets**" means, at the time of determination, the total assets of the Corporation, calculated on a consolidated basis in accordance with GAAP.

(hhhh) "**Total Debt**" means, for any period, the Indebtedness of the Corporation as determined on a consolidated basis in accordance with GAAP.

(iiii) "**Total Debt to Cash Flow Ratio**" means the ratio calculated by dividing (a) Total Debt at the time of determination, by (b) Cash Flow of the Corporation for the four immediately preceding completed Fiscal Quarters.

(jjjj) "**Trustee**" means BNY Trust Company of Canada in its capacity as trustee under this Indenture and its successors and permitted assigns in such capacity.

(kkkk) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

(llll) "**Unrestricted Subsidiary**" means a Subsidiary of the Corporation that is designated by the Corporation as an Unrestricted Subsidiary in accordance with Section 5.14.

(mmmm) "**Written Direction of the Corporation**" or "**Written Order**" means an order or direction in writing signed by any one officer or director on behalf of the Corporation.

1.2 Meaning of "Outstanding"

Every Note issued, certified and delivered in accordance with this Indenture shall be deemed to be outstanding until it is cancelled, converted or redeemed or delivered to the Trustee for cancellation or redemption for monies or a new Note is issued in substitution for it pursuant to Section 2.11 or the payment thereof shall have been set aside under Section 4.5, provided that:

(a) when a new Note has been issued in substitution for a Note which has been lost, stolen or destroyed, only one of such Notes shall be counted for the purpose of determining the aggregate principal amount of Notes outstanding;

(b) Notes which have been partially redeemed or purchased shall be deemed to be outstanding only to the extent of the unredeemed or unpurchased part of the principal amount thereof; and

(c) for the purposes of any provision of this Indenture entitling holders of outstanding Notes to vote, sign consents, requisitions or other instruments or take any other action under this Indenture, or to constitute a quorum of any meeting of Noteholders, Notes owned directly or indirectly, legally or equitably, by the Corporation or any of its Subsidiaries shall be disregarded except that:

(i) for the purpose of determining whether the Trustee shall be protected in relying on any such vote, consent, requisition or other instrument or action, or on the holders of Notes present or represented at any meeting of Noteholders, only the Notes for which the Trustee has received a Certificate of the Corporation shall be so disregarded; and

(ii) Notes so owned which have been pledged in good faith other than to the Corporation or any of its Subsidiaries shall not be so disregarded if the pledgee shall establish, to the satisfaction of the Trustee, the pledgee's right to vote such Notes, sign consents, requisitions or other instruments or take such other actions in his discretion free from the control of the Corporation or any of its Subsidiaries.

1.3 Interpretation

In this Indenture:

(a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(b) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Indenture;

(c) all references to Sections refer, unless otherwise specified, to sections, subsections or clauses of this Indenture;

(d) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them;

(e) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, restated, modified, renewed, replaced or supplemented from time to time;

(f) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated by including the day on which the period commences and excluding the day on which the period ends;

(g) "this Indenture", "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions refer to this Indenture and not to any particular Article, Section, subsection, clause, subdivision, Schedule or other portion hereof and include any and every Supplemental Indenture; and

(h) all references to "$" or "dollars" refer to the lawful money of Canada.

1.4 Headings, Etc.

The division of this Indenture into Articles, Sections, subsections and paragraphs, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture.

1.5 Statutory References

Any reference in this Indenture to a statute is deemed to be a reference to such statute as amended, re-enacted or replaced from time to time.

1.6 Day not a Business Day

In the event that any day on or before which any action required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the first Business Day thereafter and, in any event, if the date for payment of any amount of principal or interest on any Notes is not a Business Day, then payment will be made on the next Business Day and the holder of such Notes will not be entitled to any further interest or other payment in respect of the delay.

1.7 Applicable Law

This Indenture and the Notes shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as Ontario contracts.

1.8 Submission to Jurisdiction and Venue

Each party submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or related to this Indenture and agrees that all claims in respect of any such actions, application, reference or other proceeding shall be heard and determined in such Ontario courts. The parties shall not raise any objection to the venue of any action, application, reference and each party irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding. Each party consents to any action, application, reference or other proceeding arising out of or related to this Indenture being tried in Toronto and, in particular, being placed on the Commercial List of the Ontario Superior Court of Justice.

1.9 Invalidity, Etc.

Each provision in this Indenture or in a Note is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof or thereof.

1.10 Language

Each of the parties hereto hereby acknowledges that it has consented to and requested that this Indenture be drawn up in the English language only. Les parties aux présentes reconnaissent avoir accepté et demandé que le présent acte de fiducie et tous les documents s'y rapportant, y compris la note, soient rédigés en langue anglaise seulement.

1.11 Successors and Assigns

All covenants and agreements in this Indenture by the Corporation shall bind its successors and assigns, whether expressed or not.

1.12 Benefits of Indenture

Except as set forth in Section 6.19, nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto and their successors or permitted assigns hereunder, any paying agent, the Noteholders and the Trustee, any benefit or any legal or equitable right, remedy or claim under this Indenture.

1.13 Accounting Terms; Changes in Generally Accepted Accounting Principles

Each accounting term used in this Indenture, unless otherwise defined herein, has the meaning assigned to it under GAAP applied consistently throughout the relevant period and relevant prior periods.

If there occurs a material change in GAAP after the Issue Date, and such change would require disclosure under GAAP in the financial statements of the Corporation and would cause an amount required to be determined for the purposes of any of the financial calculations or financial terms under this Indenture (each a "**Financial Term**") to be materially different than the amount that would be determined without giving effect to such change, the Corporation shall notify the Trustee of such change (an "**Accounting Change**"). Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the Corporation's current and immediately prior year's financial statements in accordance with GAAP and state whether the Corporation desires to revise the method of calculating the applicable Financial Term (including the revision of any of the defined terms used in the determination of such Financial Term) in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating such Financial Term will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Financial Term. The Accounting Change Notice shall be delivered to the Trustee within 90 days of the end of the fiscal quarter in which the Accounting Change is implemented or, if such Accounting Change is implemented in the fourth fiscal quarter or in respect of an entire fiscal year, within 120 days of the end of such period. Promptly after receipt from the Corporation of an Accounting Change Notice the Trustee shall deliver to each Noteholder a copy of such notice.

If the Corporation so indicates that it wishes to revise the method of calculating the Financial Term, the Corporation shall in good faith provide to the Trustee the revised method of calculating the Financial Term within 90 days of the Accounting Change Notice and such revised method shall take effect from the date of the Accounting Change Notice. For certainty, if no notice of a desire to revise the method of calculating the Financial Term in respect of an Accounting Change is given by the Corporation within the applicable time period described above, the method of calculating the Financial Term shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Term shall be determined after giving effect to such Accounting Change.

1.14 Entire Agreement

This Indenture, all Supplemental Indentures and Schedules hereto and thereto, and the Notes issued hereunder, together constitute the entire agreement between the parties hereto with respect to the Indebtedness created hereunder and under the Notes, and supersedes, as of the date hereof, all prior memoranda, agreements, negotiations, discussions and term sheets, whether oral or written, with respect to the Indebtedness created hereunder and under the Notes.

1.15 Waiver of Jury Trial

EACH OF THE CORPORATION, THE GUARANTORS AND THE TRUSTEE, AND EACH NOTEHOLDER BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

1.16 Force Majeure

The Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God, riots, terrorism, acts of war, epidemics, earthquakes, or mechanical, electronic or communication interruptions, disruptions or failures).

ARTICLE 2
THE NOTES

2.1 Issue and Designation

(a) The aggregate principal amount of Notes authorized to be issued and certified under this Indenture is limited to $550,000,000.

(b) The Notes shall be designated as the "4.25% Senior Unsecured Notes Due 2020", and shall be issued in $1,000 principal amount denominations or integral multiples thereof. The Notes may be issued from time to time and shall be dated on the date of issue thereof. The Notes will become due and payable, together with accrued interest and unpaid interest thereon on the Maturity Date.

2.2 Interest

(a) The Notes shall bear interest at 4.25% per annum, from the Issue Date, payable semi-annually in arrears in equal instalments on February 11 and August 11 of each year with the first interest payment in the amount of $21.25 per $1,000 principal amount of Notes being made on August 11, 2013, representing interest accrued from and including the date hereof to, but excluding August 11, 2013. Interest will be payable in respect of each Interest Period (after, as well as before, the Maturity Date, default and judgment, with overdue interest at the same rate) on each Interest Payment Date in accordance with Section 2.12 and Section 2.16. Interest on the Notes will be computed on the basis of a year of 360 days except for a Broken Interest Period. Interest on the Notes for a Broken Interest Period will be computed on the basis of a year of 365 days or 366 days, as the case may be, based on the actual number of days elapsed and will accrue from day to day.

(b) While the Notes are Book Entry Only Notes represented by a Global Note, the Record Date will be the close of business on the fifth Business Day preceding the relevant Interest Payment Date. If the Notes cease to be represented by a Global Note, the Corporation may select a Record Date, which will be a date at least 10 Business Days preceding the relevant Interest Payment Date.

2.3 Currency of Payment

The principal of, Premium, if any, and interest on the Notes will be payable in Canadian dollars.

2.4 Additional Amounts

The Corporation will not be required to pay an additional amount on the Notes in respect of any tax, assessment or government charge withheld or deducted.

2.5 Trustee, etc.

The Trustee will be the trustee, authenticating agent, paying agent, transfer agent and registrar for the Notes.

2.6 Form of Notes

(a) The Notes shall be in the form attached hereto as Schedule “A”, and shall be represented by a Global Note or Global Notes (together, in the case of Notes sold in the United States, with the legend required by Section 2.15).

(b) If any provision of the Notes in a language other than English is susceptible of an interpretation different from the equivalent provision of the English language, the interpretation of such provision in the English language will be determinative.

(c) The Notes may be typed, engraved, printed, lithographed or reproduced in a different form, or partly in one form and partly in another, as the Corporation may determine. The execution of any such Notes by the Corporation and the certification by the Trustee of any such Notes will be conclusive evidence that such Notes are Notes authorized by this Indenture.

(d) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Corporation and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

2.7 Certification and Delivery of Notes

(a) Subject to the terms and conditions in this Indenture, the Trustee, from time to time upon receipt by the Trustee of a Written Order and an Officers' Certificate (confirming that requirements imposed by the Indenture with respect to the issuance of Notes have been satisfied), will certify and make available Notes in the manner specified in the Written Order, without the Trustee receiving any consideration thereof.

(b) No Notes will be entitled to any right or benefit under this Indenture or be valid or obligatory for any purpose unless it has been certified by or on behalf of the Trustee substantially in the form provided for herein. Such certification upon any Notes will be conclusive evidence, and the only evidence, that such Notes has been duly certified, issued and delivered.

(c) The certificate by or on behalf of the Trustee will not be construed as a representation or warranty of the Trustee as to the validity of this Indenture or of any Notes or its issuance (except the due certification thereof by the Trustee) or as to the performance by the Corporation of its obligations under this Indenture or the Notes and the Trustee will be in no respect liable or answerable for the use made of the proceeds of such Notes. The certificate by or on behalf of the Trustee on Notes issued under this Indenture will constitute a representation and warranty by the Trustee that such Notes have been duly certified by and on behalf of the Trustee pursuant to the provisions of this Indenture.

2.8 Book-Entry Only Notes

Except as otherwise provided herein, the Notes shall be issued as a Book-Entry Only Notes represented by a Global Note. Each Global Note certified in accordance with this Indenture shall be registered in the name of the Depository designated for such Global Note or a nominee thereof and delivered to such Depository or a nominee thereof or custodian therefor, and each such Global Note shall constitute a single Note for all purposes of this Indenture. Beneficial interests in the Global Note will not be shown on the register or the records maintained by the Depository but will be represented through book-entry accounts of Participants on behalf of the beneficial owners of the Global Notes in accordance with the rules and procedures of the Depository. None of the Corporation or the Trustee shall have any liability for (i) the records maintained by the Depository relating to beneficial interests in Global Notes or the book-entry accounts maintained by the Depository, (ii) maintaining, supervising or reviewing any records relating to such beneficial ownership interests, (iii) any advice or representation made or given by the Depository or made or given herein with respect to the rules and regulations of the Depository or (iv) any action to be taken by the Depository or at the direction of its Participants. Except as provided herein owners of beneficial interests in any Global Notes shall not be entitled to have Notes registered in their names, shall not receive or be entitled to receive definitive certificates for their Notes and shall not be considered owners or holders thereof under this Indenture. Nothing herein shall prevent the beneficial owners in Global Notes from voting such Notes using duly executed proxies.

Every Note authenticated and delivered upon registration of transfer of a Global Note, or in exchange for or in lieu of a Global Note or any portion thereof, shall be authenticated and delivered in the form of, and shall be, a Global Note, unless such Note is registered in the name of a Person other than the Depository for such Global Notes or a nominee thereof.

2.9 Global Notes

Notes issued to a Depository in the form of Global Notes shall be subject to the following:

(a) the Trustee may deal with such Depository as the authorized representative of the beneficial owners of such Notes;

(b) the rights of the beneficial owners of such Notes shall be exercised only through such Depository and the rights of beneficial owners shall be limited to those established by applicable law and agreements between the Depository and the Participants and between such Participants and beneficial owners, and must be exercised through a Participant in accordance with the rules and procedures of the Depository;

(c) such Depository will make book-entry transfers among the direct Participants of such Depository and will receive and transmit distributions of principal, Premium and interest on the Notes to such direct Participants;

(d) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of holders evidencing a specified percentage of outstanding Notes, the Depository shall be deemed to be counted in that percentage only to the extent that it has received instructions to that effect from Beneficial Noteholders or Participants, and has delivered such instructions to the Trustee; and

(e) the direct Participants of such Depository shall have no rights under this Indenture or under or with respect to any of the Notes held on their behalf by such Depository, and such Depository may be treated by the Trustee and its agents, employees, officers and directors as the absolute owner of the Notes represented by such Global Notes for all purposes whatsoever.

2.10 Execution of Notes

All Notes shall be signed (either manually or by facsimile signature) by any two authorized officers or directors of the Corporation. A facsimile signature upon a Note shall, for all purposes of this Indenture, be deemed to be the signature of the Person whose signature it purports to be. Notwithstanding that any Person whose signature, either manual or in facsimile, appears on a Note as an officer or director may no longer hold such office at the date of the Note or at the date of the certification and delivery thereof, such Note shall be valid and binding upon the Corporation and entitled to the benefits of this Indenture.

2.11 Mutilation, Loss, Theft or Destruction

In case any of the Notes issued hereunder shall become mutilated or be lost, stolen or destroyed, the Corporation, in its discretion, may issue, and thereupon the Trustee shall certify and deliver, a new Note upon surrender and cancellation of the mutilated Note, or in the case of a lost, stolen or destroyed Note, in lieu of and in substitution for the same, and the substituted Note shall be in a form approved by the Trustee and shall be entitled to the benefits of this Indenture and rank equally in accordance with its terms with all other Notes issued or to be issued hereunder. In case of loss, theft or destruction the applicant for a substituted Note shall furnish to the Corporation and to the Trustee such evidence of the loss, theft or destruction of the Note as shall be satisfactory to them in their sole discretion and shall also furnish an indemnity satisfactory to them in their sole discretion. The applicant shall pay all reasonable expenses incidental to the issuance of any substituted Note.

2.12 Concerning Interest

(a) All Notes issued hereunder, whether originally or upon exchange or in substitution for previously issued Notes which are interest bearing, shall bear interest (i) from and including their Issue Date, or (ii) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the outstanding Notes, whichever shall be the later, in all cases, to and excluding the next Interest Payment Date.

(b) Subject to accrual of any interest on unpaid interest from time to time, interest on the Note will cease to accrue from the earlier of (i) the Maturity Date and (ii) if such Note is called for redemption, the date fixed for redemption; unless, in each case, upon due presentation and surrender of such Note for payment on or after the Maturity Date or the date fixed for redemption, as the case may be, such payment is improperly withheld or refused.

(c) If the date for payment of any amount of principal or interest is not a Business Day at the place of payment, then payment will be made on the next Business Day and Noteholders will not be entitled to any further interest on such principal, or to any interest on such interest or other amount so payable, in respect of the period from the date for payment to such next Business Day.

(d) Wherever in this Indenture or the Notes there is mention, in any context, of the payment of interest, such mention is deemed to include the payment of interest on amounts in default to the extent that, in such context, such interest is, was or would be payable pursuant to this Indenture or the Notes, and express mention of interest on amounts in default in any of the provisions of this Indenture will not be construed as excluding such interest in those provisions of this Indenture where such express mention is not made.

(e) Interest shall be computed on the basis of a year of 360 days, except for a Broken Interest Period. Interest on the Notes for a Broken Interest Period will be computed on the basis of a year of 365 days or 366 days, as the case may be, based on the actual number of days elapsed and will accrue from day to day.

(f) Whenever interest is computed on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

2.13 Notes to Rank Pari Passu

The Notes will be direct senior unsecured obligations of the Corporation. Each Note will rank at least *pari passu* with each other Note and, subject to statutory preferred exceptions, with all other present and future unsubordinated and unsecured Indebtedness of the Corporation.

The Guarantees of the Notes will be senior unsecured obligations of each Guarantor and will rank *pari passu* with all of the other present and future senior unsecured Indebtedness of the Guarantors.

2.14 Payments of Amounts Due on Maturity

(a) For each certificated Note, before the Maturity Date, the Corporation will establish and maintain with the Trustee a Maturity Account. On or before 11:00 a.m. (Toronto time) on the Business Day before the Maturity Date, the Corporation will deposit in the Maturity Account an amount sufficient to pay the amount payable in respect of such Notes (and any accrued and unpaid interest thereon) (less any tax required by law to be deducted). The Corporation (either directly or through the Trustee or any agent of the Trustee) will pay to each holder entitled to receive payment, the principal amount of (and Premium, if any, on) the Notes, and any accrued and unpaid interest thereon, upon surrender of the Notes at the main branch of the Trustee in Toronto, Ontario, or another branch of the Trustee designated for such purpose from time to time by the Corporation and the Trustee. The deposit or making available of such amounts to the Maturity Account will satisfy and discharge the liability of the Corporation for the Notes to which the deposit or making available of funds relates to the extent of the amount deposited or made available (plus the amount of any tax deducted as aforesaid) and the Notes will thereafter not be considered as outstanding under this Indenture and such holder will have no other right than to receive out of the money so deposited or made available the amount to which it is entitled. Failure to make a deposit or make funds available as required to be made pursuant to this Section 2.14 will constitute default in payment on the Notes.

(b) For Notes represented by a Global Note, on or before 9:00 a.m. (Toronto time) on the Maturity Date, the Corporation will deliver to the Depository, or to the Trustee in its role as paying agent, a cheque (dated the Maturity Date) or electronic funds transfer equal to the amount required pursuant to Section 2.14(a) against receipt of the Global Note. The delivery of such cheque or electronic funds to the Depository, or to the Trustee in its role as paying agent, will satisfy and discharge the liability of the Corporation for the Notes to which the cheque or electronic funds relates to the extent of the amount deposited or made available (plus the amount of any tax deducted as aforesaid) and such Notes will thereafter not be considered as outstanding under this Indenture unless such cheque is not paid on presentation at any of the places of which such interest is payable. Failure to make delivery of the cheque or make funds available as required pursuant to this Section 2.14(b) will constitute default in payment on the Notes.

(c) Notwithstanding the foregoing, (i) all payments in excess of $25,000,000 (or such other amount as determined from time to time by the Canadian Payments Association or any successor thereto) shall be made by the use of the LVTS; and (ii) in the event that payment must be made to the Depository, payment shall be made by LVTS. The Trustee shall have no obligation to disburse funds pursuant to this Section 2.14 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable on the Maturity Date. The Trustee shall, if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

(d) In the event the Corporation shall decide to amend its usual form of payment under (a) or (b) above (either from directly to the holders or Depository to the Trustee as paying agent or vice versa) to effect the payment of amounts due on the Maturity Date, which the parties hereby agree the Corporation shall be permitted to do unilaterally under this Indenture, the Corporation shall notify the Trustee in writing of such change at least three Business Days in advance of the date the next succeeding payment is required to be made in respect of the Notes.

2.15 U.S. Legend on the Notes

(a) The Notes have not been and will not be registered under the 1933 Act. Any Notes issued and sold in the United States in reliance on Rule 144A under the 1933 Act, as well as all Notes issued in exchange for or in substitution of the such Notes, and shall bear, unless otherwise directed by the Corporation, the following legend (the "**U.S. Legend**"):

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER AGREES FOR THE BENEFIT OF THE ISSUER THAT (1) SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER OR A SUBSIDIARY OF THE ISSUER, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (3) ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, OR (D) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT, AND IN EACH CASE IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS IN THE UNITED STATES OR SECURITIES LAWS OF ANY OTHER APPLICABLE JURISDICTIONS.

DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, that if the Notes are being sold under clause (B) above, and provided that the Corporation is a "foreign issuer" within the meaning of Regulation S under the 1933 Act at the time of sale, the U.S. Legend may be removed by providing a duly executed declaration to the Trustee as the Corporation may prescribe from time to time); and provided, further, that, if any such securities are being sold under clause (C)(2) or (D) above, the U.S. Legend may be removed by providing a duly executed declaration to the Trustee in a form satisfactory to the Corporation and the Trustee, to the effect that the U.S. Legend is no longer required under applicable requirements of the 1933 Act or state securities laws. Provided that the Trustee obtains confirmation from the Corporation that such declaration is satisfactory to it, the Trustee shall be entitled to rely on such declaration without further inquiry.

(b) Prior to the issuance of the Notes, the Corporation shall notify the Trustee, in writing, as to which Notes are to bear the U.S. Legend. The Trustee will thereafter maintain a list of all registered holders from time to time of Notes bearing the U.S. Legend.

2.16 Payment of Interest

(a) Subject to Section 2.12, interest payable on each certificated Note will be paid on each Interest Payment Date to the Noteholder thereof at the close of business on the Record Date for each Interest Payment Date. As such interest becomes due (except on redemption, when interest may at the option of the Corporation be paid upon surrender of such Note), the Corporation, either directly or through the Trustee or any agent of the Trustee, shall send or forward by electronic transfer of funds or by cheque dated the Interest Payment Date, payment of such interest (less any tax required to be withheld therefrom) to the order of the registered holder of such Note appearing on the registers maintained by the Trustee at the close of business on the applicable Record Date prior to the applicable Interest Payment Date and addressed to the holder at the holder’s last address appearing on the register (or in the case of joint holders, to such address of one of the joint holders), unless such holder otherwise directs. If payment is made by cheque, such cheque shall be forwarded at least three Business Days prior to each date on which interest becomes due and, if payment is made by other means (such as electronic transfer of funds), such payment shall be made in a manner whereby the holder receives credit for such payment on the date such interest on such Note becomes due. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented thereby, plus the amount of any tax withheld as aforesaid, satisfy and discharge all liability for interest on such Note, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the Person to whom it is so sent as aforesaid, the Corporation will issue to such Person a replacement cheque or other payment for a like amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Corporation is prevented by circumstances beyond its control (including, without limitation, any interruption in mail service) from making payment of any interest due on each Note in the manner provided above, the Corporation may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as though payment had been made in the manner provided above. If payment is made through the Trustee, at least one Business Day prior to each Interest Payment Date or to the date of mailing the cheques for the interest due on an Interest Payment Date, whichever is earlier, the Corporation shall deliver sufficient funds to the Trustee by electronic transfer or certified cheque or make such other arrangements for the provision of funds as may be agreeable between the Trustee and the Corporation in order to effect such interest payment hereunder.

(b) For Notes represented by a Global Note, all payments of interest on the Global Note shall be made on or before each Interest Payment Date by electronic funds transfer or cheque made payable to the Depository or its nominee, or to the Trustee in its role as paying agent, for subsequent payment to Beneficial Noteholders of the applicable interests in that Global Note, or as the Corporation and the Depository otherwise agree. The responsibility and liability of the Corporation in respect of payments on Notes represented by a Global Note is limited solely and exclusively, while the Notes are in Global Note form, to making payment of any amounts due on such Global Note to the Depository or its nominee, or to the Trustee in its role as paying agent. None of the Corporation, the Trustee or any agent of the Trustee for any Note issued as a Global Note will be liable or responsible to any Person for any aspect of the records related to or payments made on account of beneficial interests in any Global Note or for maintaining, reviewing, or supervising any records relating to such beneficial interests.

(c) Notwithstanding the foregoing, (i) all payments in excess of $25,000,000 (or such other amount as determined from time to time by the Canadian Payments Association or any successor thereto) shall be made by the use of the LVTS; and (ii) in the event that payment must be made to the Depository, payment shall be made by LVTS. The Trustee shall have no obligation to disburse funds pursuant to this Section 2.16 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable with respect to such Interest Payment Date. The Trustee shall, if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

(d) In the event the Corporation shall decide to amend its usual form of payment under (a) or (b) above (either from directly to the holders or Depository to the Trustee as paying agent or vice versa), which the parties hereby agree the Corporation shall be permitted to do unilaterally under this Indenture, the Corporation shall notify the Trustee in writing of such change at least three Business Days in advance of the date the next succeeding payment is required to be made in respect of the Notes.

2.17 Record of Payment

The Trustee will maintain accounts and records evidencing any payment, by it on behalf of the Corporation, of principal (and Premium, if any, on) and interest in respect of Notes, which accounts and records will constitute, in the absence of manifest error, *prima facie* evidence of such payment.

ARTICLE 3
REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP

3.1 Register of Certificated Notes

(a) The Corporation shall cause to be kept by and at the principal office of the Trustee in Toronto, Ontario and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the names and addresses of the holders of registered Notes and particulars of the Notes held by them respectively and of all transfers of registered Notes. Such registration shall be noted on the Notes by the Trustee or other registrar unless a new Note shall be issued upon such transfer.

(b) No transfer of a registered Note shall be valid unless made on such register referred to in Section 3.1(a) by the registered holder or such holder's executors, administrators or other legal representatives or an attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Trustee or other registrar upon surrender of the Notes together with a duly executed form of transfer acceptable to the Trustee and upon compliance with such other reasonable requirements as the Trustee or other registrar may prescribe, and unless the name of the transferee shall have been noted on the Note by the Trustee or other registrar.

3.2 Register of Global Notes

(a) The Corporation shall cause to be kept by and at the principal office of the Trustee in Toronto, Ontario and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places, if any, as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the name and address of the holder of each such Global Note (being the Depository, or its nominee, for such Global Note) as holder thereof and particulars of the Global Note held by it, and of all transfers thereof. If any Notes are at any time not Global Notes, the provisions of Section 3.1 shall govern with respect to registrations and transfers of such Notes.

(b) Notwithstanding any other provision of this Indenture, a Global Note may not be transferred by the registered holder thereof and accordingly, no definitive certificates shall be issued to Beneficial Noteholders except in the following circumstances:

(i) if CDS ceases to be a clearing agent or otherwise ceases to be eligible to be a depository and the Corporation is unable to locate a qualified successor;

(ii) Global Notes may be transferred by a Depository to a nominee of such Depository or by a nominee of a Depository to such Depository or to another nominee of such Depository or by a Depository or its nominee to a successor Depository or its nominee;

(iii) Global Notes may be transferred at any time after the Corporation notifies the Trustee that the Depository is no longer willing or able to discharge properly its responsibilities as Depository with respect to the Global Notes and the Corporation or the Trustee is unable to find a qualified successor;

(iv) Global Notes may be transferred at any time after the Corporation advises the Trustee in writing that it has elected to terminate the book-entry only system through the Depository;

(v) Global Notes may be transferred at any time after the occurrence of an Event of Default and Beneficial Noteholders representing interests aggregating not less than 51% of the aggregate principal amount of the Global Notes outstanding advising the Corporation, the Trustee and the Depository in writing, through the Participants, that the continuation of the book-entry system through the Depository is no longer in the best interests of such Beneficial Noteholders;

(vi) Global Notes may be transferred if required by applicable law; or

(vii) Global Notes may be transferred if the book-entry only registration system ceases to exist;

(c) With respect to the Global Notes, unless and until definitive certificates have been issued to Beneficial Noteholders pursuant to Section 3.2(b):

(i) the Corporation and the Trustee may deal with the Depository for all purposes (including paying interest on the Notes) as the sole holder of the Notes and the authorized representative of the Beneficial Noteholders;

(ii) the rights of the Beneficial Noteholders shall be exercised only through the Depository and shall be limited to those established by law and agreements between such Beneficial Noteholders and the Depository or the Participants;

(iii) the Depository will make book-entry transfers among the Participants; and

(iv) whenever this Indenture requires or permits actions to be taken based upon instruction or directions of Noteholders evidencing a specified percentage of the outstanding Notes, the Depository shall be deemed to be counted in that percentage only to the extent that it has received instructions to such effect from the Beneficial Noteholders or the Participant, and has delivered such instructions to the Trustee.

(d) Whenever a notice or other communication is required to be provided to Noteholders, unless and until definitive certificate(s) have been issued to Beneficial Noteholders pursuant to this Section 3.2, the Trustee shall provide all such notices and communications to the Depository and the Depository shall deliver such notices and communications to such Beneficial Noteholders in accordance with Applicable Securities Legislation. Upon the termination of the book-entry only registration system on the occurrence of one of the conditions specified in Section 3.2(b), the Trustee shall notify all applicable Beneficial Noteholders, through the Depository, of the availability of definitive Note certificates. Upon surrender by the Depository of the certificate(s) representing the Global Notes and receipt of new registration instructions from the Depository, the Trustee shall deliver the definitive Note certificates for such Notes to the holders thereof in accordance with the new registration instructions and thereafter, the registration and transfer of such Notes will be governed by Section 3.1 and the remaining Sections of this Article 3.

(e) It is expressly acknowledged that transfer of beneficial ownership in any Book Entry Only Notes represented by a Global Note certificate will be affected only (a) with respect to the interests of participants ("**Participants**"), through records maintained by the Depository or its nominee for the Global Note certificate, and (b) with respect to interests of Persons other than Participants, through records maintained by Participants. Beneficial owners of Book Entry Only Notes who are not Participants but who desire to purchase, sell or otherwise transfer ownership of or other interest in Book Entry Only Notes represented by a Global Note certificate may do so only through a Participant.

(f) Notwithstanding anything to the contrary contained herein, transfers of Notes, including, without limitation, transfers of beneficial interests in Notes represented by a Global Note, shall only be made in accordance with applicable law and the transfer restrictions described in the U.S. Legend contained in Section 2.15 hereof, if applicable, and the provisions hereof.

(g) Beneficial Noteholders:

(i) may not have Notes registered in their names;

(ii) may not receive physical certificates representing their interest in Notes;

(iii) may not be able to sell the Notes to institutions required by law to hold certificates for securities they own; and

(iv) may be unable to pledge the Notes as security.

3.3 Transferee Entitled to Registration

The transferee of a Note shall be entitled, after the appropriate form of transfer is deposited with the Trustee or other registrar and upon compliance with all other conditions in that behalf required by this Indenture or by law, to be entered on the register as the owner of such Note free from all equities or rights of set-off or counterclaim between the Corporation and the transferor or any previous holder of such Note, save in respect of equities of which the Corporation is required to take notice by statute or by order of a court of competent jurisdiction.

3.4 No Notice of Trusts

Neither the Corporation nor the Trustee nor any registrar shall be bound to take notice of or see to the execution of any trust (other than that created by this Indenture) whether express, implied or constructive, in respect of any Note, and may transfer the same on the direction of the Person registered as the holder thereof, whether named as trustee or otherwise, as though that Person were the beneficial owner thereof.

3.5 Registers Open for Inspection

The registers referred to in Sections 3.1 and 3.2 shall, subject to applicable law, at all reasonable times be open for inspection by the Corporation, the Trustee or any Noteholder. Every registrar, including the Trustee, shall from time to time when requested so to do by the Corporation or by the Trustee, in writing, furnish the Corporation or the Trustee, as the case may be, with a list of names and addresses of holders of registered Notes entered on the register kept by them and showing the principal amount and serial numbers of the Notes held by each such holder, provided the Trustee shall be entitled to charge a reasonable fee to provide such a list.

3.6 Exchanges of Notes

(a) Subject to Section 3.7, Notes in any authorized form or denomination, other than Global Notes, may be exchanged, upon reasonable notice, for Notes in any other authorized form or denomination.

(b) In respect of exchanges of Notes permitted by Section 3.6(a), Notes may be exchanged only at the principal offices of the Trustee in the City of Toronto, Ontario or at such other place or places and at such other place or places as may from time to time be designated by the Corporation with the approval of the Trustee. Any Notes tendered for exchange shall be surrendered to the Trustee. The Corporation shall execute and the Trustee shall certify all Notes necessary to carry out exchanges as aforesaid. All Notes surrendered for exchange shall be cancelled.

(c) Notes issued in exchange for Notes which at the time of such issue have been selected or called for redemption at a later date shall be deemed to have been selected or called for redemption in the same manner and shall have noted thereon a statement to that effect, provided that:

(i) Notes which have been selected or called for redemption may not be exchanged for Notes of larger denominations; and

(ii) if a Note that has been selected or called for redemption in part is presented for exchange for Notes of smaller denominations, the Trustee will designate, as it may deem equitable, particular Notes of those issued in exchange, which will be deemed to have been selected or called for redemption, in whole or in part, and the Trustee will note on such Notes a statement to that effect.

3.7 Closing of Registers

(a) Neither the Corporation nor the Trustee nor any registrar shall be required to:

(i) make transfers or exchanges of any Notes on any Interest Payment Date for such Notes or during the five preceding Business Days;

(ii) make transfers or exchanges of any Notes on the day of any selection by the Trustee of Notes to be redeemed or during the five preceding Business Days; or

(iii) make exchanges of any Notes which have been selected or called for redemption unless upon due presentation thereof for redemption such Notes are not redeemed.

(b) Subject to any restriction provided in this Indenture, the Corporation with the approval of the Trustee, may at any time close any register for the Notes, other than those kept at the principal office of the Trustee in Toronto, Ontario, and transfer the registration of any Notes registered thereon to another register (which may be an existing register) and thereafter such Notes shall be deemed to be registered on such other register. Notice of such transfer shall be given to the holders of such Notes.

3.8 Charges for Registration, Transfer and Exchange

For each Note exchanged, registered, transferred or discharged from registration, the Trustee or other registrar at its principal corporate trust office in the City of Toronto or such other city or cities as may from time to time be designated by the Corporation, except as otherwise herein provided, may make a reasonable charge for its services and in addition may charge a reasonable sum for each new Note issued (such amounts to be agreed upon from time to time by the Trustee and the Corporation), and payment of such charges and reimbursement of the Trustee or other registrar for any taxes or governmental or other charges required to be paid shall be made by the party requesting such exchange, registration, transfer or discharge from registration as a condition precedent thereto. Notwithstanding the foregoing provisions, no charge shall be made to a Noteholder hereunder:

(a) for any exchange, registration, transfer or discharge from registration of any Note applied for within a period of two months from the date of the first delivery thereof;

(b) for any exchange of a Global Note as contemplated in Section 3.2; or

(c) for any exchange of any Note resulting from a partial redemption under Section 4.1.

3.9 Ownership of Notes

(a) The registered holder for the time being of any Note shall be entitled to the principal, Premium, if any, and/or interest evidenced by such instruments, respectively, free from all equities or rights of set-off or counterclaim between the Corporation and the original or any intermediate holder thereof (except in respect of equities of which the Corporation is required to take notice by law) and all Persons may act accordingly and the receipt of any such registered holder for any such principal, Premium or interest shall be a good discharge to the Trustee, any registrar and to the Corporation for the same and none shall be bound to inquire into the title of any such registered holder.

(b) Where Notes are registered in more than one name, the principal, Premium, if any, and interest from time to time payable in respect thereof may be paid to the order of all or any of such holders, failing written instructions from them to the contrary, and the receipt of any one of such holders therefor shall be a valid discharge, to the Trustee, any registrar and to the Corporation.

(c) In the case of the death of one or more joint holders of any Note the principal, Premium, if any, and interest from time to time payable thereon may be paid to the order of the survivor or survivors of such registered holders and the receipt of any such survivor or survivors therefor shall be a valid discharge to the Trustee and any registrar and to the Corporation.

(d) Unless otherwise required by law, the Person in whose name any registered Note is registered shall for all the purposes of this Indenture be and be deemed to be the owner thereof and payment of or on account of the principal of and Premium, if any, on such Note and interest thereon shall be made only to or upon the order in writing of such registered holder.

(e) Notwithstanding any other provision of this Indenture, all payments in respect of Notes represented by a Global Note shall be made to the Depository or its nominee for subsequent payment by the Depository or its nominee to holders of beneficial interest in such Global Notes.

(f) None of the Corporation, the Trustee and any registrar or paying agent will be bound to take notice of or see to the performance or observance of any duty owed to a third Person, whether under a trust, express, implied, resulting or constructive, in respect of any Note by the registered holder or any Person whom the Corporation or the Trustee treats, as permitted or required by law, as the owner or the registered holder of such Note, and may transfer the same on the direction of the Person so treated or registered as the holder of the Note, whether named as trustee or otherwise, as though that Person were the beneficial owner of the Note.

ARTICLE 4
REDEMPTION AND PURCHASE OF NOTES

4.1 Redemption of Notes

The Notes will be redeemable, in whole or in part, at the option of the Corporation at any time and from time to time, on not less than 15 days but not more than 60 days notice, at a redemption price equal to the greater of:

(a) 100% of the principal amount of the Notes to be redeemed; or

(b) the Canada Yield Price,

plus, in each case, accrued and unpaid interest on the outstanding principal amount of each Note called for redemption to but excluding the date of redemption (the "**Redemption Price**").

The Corporation is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

If less than all of the Notes are to be redeemed at any time, the Trustee will select Notes for redemption on a pro rata basis, by lot or by such method as the Trustee shall deem fair and appropriate.

4.2 Places of Payment

The Redemption Price will be payable upon presentation and surrender of Notes called for redemption at any of the places where the principal of such Notes is expressed to be payable and at any other places specified in the notice of redemption.

4.3 Notice of Redemption

Notices of redemption shall be given to the holders of the Notes in the manner provided in Section 12.2. Every such notice shall specify the aggregate principal amount of Notes called for redemption, the redemption date, the Redemption Price and the places of payment and shall state that interest upon the principal amount of Notes called for redemption shall cease to be payable from and after the redemption date. In addition, unless all the outstanding Notes are to be redeemed, the redemption notice shall specify, as applicable:

(a) the distinguishing letters and numbers of the registered Notes which are to be redeemed (or of such thereof as are registered in the name of such Noteholder) or, if such Notes are selected by another similar system, such particulars as may be sufficient to identify the Notes so selected; and

(b) in the case of Book-Entry Only Notes, that the redemption will take place in such manner as may be agreed upon by the Depository, the Trustee and the Corporation.

Publication of the redemption notice is not required.

4.4 Notes Due on Redemption Dates

Upon notice having been given as provided in Section 4.3, all the Notes so called for redemption or the principal amount to be redeemed of the Notes called for redemption, as the case may be, shall thereupon be and become due and payable at the Redemption Price on the redemption date specified in such notice, in the same manner and with the same effect as if it were the Maturity Date, anything therein or herein to the contrary notwithstanding. From and after such redemption date, if the monies necessary to redeem such Notes shall have been deposited as provided in Section 4.5 and affidavits or other proof satisfactory to the Trustee as to the publication and/or mailing of such notices shall have been lodged with it, interest upon the Notes shall cease. If any question shall arise as to whether any notice has been given as above provided and such deposit made, such question shall be decided by the Trustee whose decision shall be final and binding upon all parties in interest.

4.5 Deposit of Redemption Monies

The Corporation will deposit with the Trustee or any paying agent to the order of the Trustee, on or before 11:00 a.m. (Toronto time) on the Business Day immediately prior to the redemption date specified in the redemption notice, such sums of money as may be sufficient to pay the Redemption Price of the Notes so called for redemption, less any tax required by law to be deducted. The Corporation shall also deposit with the Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Trustee in connection with such redemption. Every such deposit shall be irrevocable. From the sums so deposited, the Trustee shall pay or cause to be paid, to the holders of such Notes so called for redemption, upon surrender of such Notes, the principal (and Premium, if any,), interest (if any) and other amounts (if any) to which they are respectively entitled on redemption.

Payment of funds to the Trustee upon redemption of the Notes shall be made by electronic transfer or certified cheque or pursuant to such other arrangements for the provision of funds as may be agreeable between the Corporation and the Trustee in order to effect such maturity payment hereunder. The Trustee shall disburse such redemption payments only upon receiving, at least one Business Day prior to each redemption date, funds in an amount sufficient for the redemption payment. Notwithstanding the foregoing, (i) all payments in excess of $25,000,000 (or such other amount as determined from time to time by the Canadian Payments Association) shall be made by the use of the LVTS; and (ii) in the event that payment must be made to the Depository, payment shall be made by LVTS. The Trustee shall have no obligation to disburse funds pursuant to this Section 4.5 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable on the applicable redemption date. The Trustee shall, if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn.

4.6 Failure to Surrender Notes Called for Redemption

In case the holder of any Note so called for redemption shall fail on or before the redemption date so to surrender such holder's Note, or shall not within such time accept payment of the redemption monies payable, or give such receipt therefor, if any, as the Trustee may require, such redemption monies may be set aside in trust, without interest, either in the deposit department of the Trustee or in a chartered bank or one of its affiliates, and such setting aside shall for all purposes be deemed a payment to the Noteholder of the sum so set aside and, to that extent, the Note shall thereafter not be considered as outstanding hereunder and the Noteholder shall have no other right except to receive payment out of the monies so paid and deposited, upon surrender and delivery up of such holder's Note of the Redemption Price, as the case may be, of such Note. Any money so set aside may, and if remaining unclaimed for 60 days and upon request by written instructions by the Corporation, shall be invested by the Trustee in accordance with Section 10.9.

In the event that any money required to be deposited hereunder with the Trustee or any depository or paying agent on account of principal of (and Premium, if any, on) or interest, if any, on Notes called for redemption shall remain so deposited for a period of two years from the redemption date, then such monies shall at the end of such period be paid over or delivered over by the Trustee or such depository or paying agent to the Corporation on its demand, and thereupon the Trustee shall not be responsible to Noteholders for any amounts owing to them and subject to applicable law, thereafter the holder of a Note in respect of which such money was so repaid to the Corporation shall have no rights in respect thereof except to obtain payment of the money due from the Corporation, subject to any limitation period provided by the laws of the Province of Ontario. Notwithstanding the foregoing, the Trustee will pay any remaining funds prior to the expiry of two years after the redemption date to the Corporation upon receipt from the Corporation, or one of its Subsidiaries, of an unconditional letter of credit from a Canadian chartered bank in an amount equal to or in excess of the amount of the remaining funds. If the remaining funds are paid to the Corporation prior to the expiry of two years after the redemption date, and such funds or any portion thereof are claimed after the date of such payment of the remaining funds to the Corporation but prior to two years after the redemption, then the Trustee shall immediately provide to the Corporation written notice of such claim and the Corporation shall promptly deposit with the Trustee funds in the amount necessary to satisfy such claim.

4.7 Cancellation of Notes Redeemed

Subject to the provisions of Sections 4.1 and 4.8 as to Notes redeemed or purchased in part, all Notes redeemed and paid under this Article 4 shall forthwith be delivered to the Trustee and cancelled and no Notes shall be issued in substitution for those redeemed.

4.8 Purchase of Notes for Cancellation

Provided no Event of Default has occurred and is continuing, the Corporation may, at any time and from time to time, purchase Notes in the market (which shall include purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender or by contract, at any price. All Notes so purchased shall be delivered to the Trustee and shall be cancelled and no Notes shall be issued in substitution therefor.

ARTICLE 5
COVENANTS OF THE CORPORATION

As long as any Notes remain outstanding the Corporation hereby covenants and agrees with the Trustee for the benefit of the Trustee and the Noteholders as follows:

5.1 Payment of Principal, Premium, If Any, and Interest

The Corporation covenants and agrees for the benefit of the Noteholders that it will duly and punctually pay the principal of (and Premium, if any, on) and interest on the Notes in accordance with the terms of the Notes and this Indenture. Principal, Premium, if any, and interest shall be considered paid on the date due if on such date the Trustee holds in accordance with this Indenture money sufficient to pay all principal, Premium, if any, and interest then due and the Trustee is not prohibited from paying such money to the Noteholders on that date pursuant to the terms of this Indenture.

The Corporation shall pay interest on overdue principal at the rate specified therefore in the Notes, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

5.2 Statement by Officers As to Default

(a) The Corporation will deliver to the Trustee, within 120 days after the end of each fiscal year, a brief certificate from the principal executive officer, principal financial officer or principal accounting officer as to his or her knowledge of compliance by the Corporation and the Restricted Subsidiaries with all conditions and covenants under this Indenture. For purposes of this Section 5.2(a)**,** such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

(b) When any Default has occurred and is continuing under this Indenture, or if any Noteholder gives any notice or takes any other action with respect to a claimed Default, the Corporation shall deliver to the Trustee by registered or certified mail, by facsimile transmission or by e-mail an Officers' Certificate, specifying such event, notice or other action within ten Business Days of its occurrence.

5.3 Provision of Reports and Financial Statements

The Corporation will provide the Trustee and holders of the Notes with a copy of all financial statements at the same time as they are required to be filed under Applicable Securities Legislation, which will be deemed to have been provided once filed on the System for Electronic Document Analysis and Retrieval (SEDAR) as established by the Canadian Securities Administrators or any successor thereto. If the Corporation ceases to be a reporting issuer (or the equivalent) the Corporation shall continue to provide the same financial statements to the Trustee and the holders of the Notes as if it had continued to be a reporting issuer.

5.4 Limitation on Restricted Payments

The Corporation will not and will not permit any of its Restricted Subsidiaries to declare, make or pay, or incur any liability to make or pay, or cause or permit to be declared, made or paid, any Restricted Payment unless immediately thereafter and after giving effect thereto:

(a) the aggregate amount of such Restricted Payment, plus all other Restricted Payments made or paid, or for which liability to make or pay has been incurred, by the Corporation or any of its Restricted Subsidiaries on or after Issue Date, shall not exceed an amount equal to the sum of (x) $50,000,000 plus (y) cumulative Cash Flow less 1.4 times the Corporation's Consolidated Interest Expense, for the period commencing December 1, 2009 and ending on the last day of the most recently ended Fiscal Quarter of the Corporation plus (z) without duplication;

(i) the net cash proceeds received by the Corporation from any issuance of shares of Capital Stock of the Corporation after the Issue Date;

(ii) the aggregate net cash proceeds received by the Corporation or any Restricted Subsidiary from the issuance or sale after the Issue Date of convertible or exchangeable Indebtedness that has been converted into or exchanged for Capital Stock (other than Disqualified Capital Stock) of the Corporation;

(iii) to the extent that any Investment (other than a Permitted Investment) that was made after the Issue Date is sold for cash or otherwise liquidated or repaid from cash, the lesser of (A) the cash return of capital with respect to such Investment (less the cost of disposition, if any) and (B) the initial amount of such Investment; and

(iv) the portion (proportionate to the Corporation's equity interest in such Unrestricted Subsidiary) of the Fair Market Value of the net assets of an Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that the foregoing sum shall not exceed, in the case of any Person, the amount of Investments previously made (and treated as a Restricted Payment) by the Corporation or any Restricted Subsidiary in such Person and its Restricted Subsidiaries;

(b) immediately thereafter and after giving effect thereto, the Corporation would be able to incur at least $1.00 of additional Indebtedness under the Debt Incurrence Test as described below; and

(c) no Default or Event of Default shall exist.

5.5 Limitation on Investments

The Corporation will not, and will not permit any of its Restricted Subsidiaries to, make any Investment other than a Permitted Investment unless, immediately thereafter and after giving effect thereto:

(a) the aggregate book value of all such Investments which the Corporation and its Restricted Subsidiaries made after the Issue Date and continue to own would not exceed the aggregate of (i) 15% of the Total Assets of the Corporation calculated as at the end of the most recently ended Fiscal Quarter ("**Basket Investments**"), and (ii) the aggregate book value of all Investments which constituted Restricted Payments when they were made and were permitted to be made at such time pursuant to the covenant in section 5.4;

(b) immediately thereafter and after giving effect thereto, the Corporation and its Restricted Subsidiaries would be able to incur at least $1.00 of additional Indebtedness under the Debt Incurrence Test;

(c) such Investment is in a Related Business; and

(d) no Default or Event of Default shall exist.

Each Person that becomes a Restricted Subsidiary of the Corporation after the Issue Date will be deemed to have made, on the date such Person becomes a Restricted Subsidiary of the Corporation, all Investments of such Person in existence on such date. Investments in any Person that ceases to be a Restricted Subsidiary of the Corporation after the Issue Date (but in which the Corporation or another Restricted Subsidiary continues to maintain an Investment) will be deemed to have been made on the date on which such Person ceases to be a Restricted Subsidiary of the Corporation.

5.6 Debt Incurrence Test

The Corporation will not, and will not permit any of its Restricted Subsidiaries to, create, issue, assume, become liable for or otherwise incur any additional Indebtedness other than Permitted Indebtedness unless, immediately thereafter and after giving effect thereto:

(a) the Total Debt to Cash Flow Ratio of the Corporation on a consolidated basis (after giving effect to such additional Indebtedness) shall be no greater than 4.5 to 1.0; and

(b) no Default or Event of Default exists.

5.7 Limitation on Liens

The Corporation covenants and agrees that as long as any Notes issued thereunder remain outstanding and subject to all the provisions of the Indenture, the Corporation will not, nor will it permit any Restricted Subsidiary to, create any Lien, unless at the time thereof or prior thereto the Notes then outstanding are equally and rateably secured or secured in priority thereto; provided however, that such covenant shall not apply to or operate to prevent, among other things, the following (collectively, "**Permitted Liens**"):

(a) Liens granted to secure Indebtedness permitted by paragraph (a) of the definition of Permitted Indebtedness ;

(b) Liens or other encumbrances, not related to the borrowing of money, incurred or arising by operation of law or in the ordinary course of business or incidental to the ownership of property of assets;

(c) pre-existing Liens on properties when acquired;

(d) Liens on existing property of corporations or other Persons or entities in existence at the time they become Restricted Subsidiaries;

(e) Liens given by Restricted Subsidiaries in compliance with obligations under the trust deeds and similar instruments in existence at the date of the Indenture or entered into prior to their becoming Restricted Subsidiaries;

(f) Liens granted by a Restricted Subsidiary in favour of the Corporation or another Restricted Subsidiary;

(g) Liens granted in connection with Purchase-Money Obligations, Sale and Leaseback Transactions or Capital Lease Obligations of the Corporation or any Restricted Subsidiary permitted by paragraph (b) of the definition of Permitted Indebtedness;

(h) Liens on any specific property in favour of a government within or outside Canada or any political subdivision, department, agency or instrumentally thereof to secure the performance of any covenant or obligation to or in favour of or entered into at the request of any such authorities where such security is required pursuant to any contract, statute, order or regulation;

(i) Liens granted on cash or marketable securities of the Corporation or any Restricted Subsidiary to secure Hedging Obligations (if and to the extent characterized as Indebtedness);

(j) Liens for taxes, rates, assessments and other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates, or if due, the validity of which is being contested by appropriate proceedings;

(k) Liens in connection with a Permitted Licensing Disposition provided that the security is only in respect of the particular Programming in question; and

(l) Liens in respect of any extension, replacement or renewal of any Indebtedness secured by way of any of the foregoing provided that in connection with such extension, replacement or renewal (i) the principal amount of Indebtedness secured thereby immediately prior to such extension, replacement or renewal is not thereby increased; and (ii) the property or assets subject to such security is the same immediately after such extension, replacement or renewal as immediately prior thereto.

Notwithstanding the foregoing, the Corporation and any Restricted Subsidiary shall be entitled to create a Lien that would otherwise be prohibited by the Indenture, provided that (i) the aggregate Indebtedness (without duplication) outstanding and secured under such otherwise prohibited Lien, together (without duplication) with any unsecured Indebtedness of any Restricted Subsidiary that is not a Guarantor then outstanding does not at the time, of creating the Lien exceed an amount equal to the greater (A) of 5% of the Total Assets of the Corporation at such time or (B) $50,000,000 and, (ii) no Default or Event of Default then exists, and any Lien permitted by this proviso shall be a “Permitted Lien” hereunder.

5.8 Indebtedness of a Restricted Subsidiary

The Corporation will not permit any Restricted Subsidiary that is not a Guarantor to incur Indebtedness (other than Permitted Indebtedness) if the total of all such Indebtedness of all Restricted Subsidiaries that are not Guarantors together, without duplication, with all Indebtedness secured by Liens which are not permitted by Section 5.7 (a) through (l) would exceed in the aggregate an amount equal to the greater of (i) 5% of the Total Assets of the Corporation at such time or (ii) $50,000,000.

5.9 Guarantees of Indebtedness by Restricted Subsidiaries

The Corporation will cause each Restricted Subsidiary which now or hereafter provides a guarantee under the Credit Agreement or any other agreement in respect of Indebtedness of the Corporation or a Restricted Subsidiary, to execute and deliver a Guarantee of the Notes to the Trustee (which may be effected by the execution and delivery by such Subsidiary of a Supplemental Indenture as provided for under Section 13.1), provided however, that if any such Subsidiary is thereafter released from all guarantees under the Credit Agreement and under all other agreements in respect of Indebtedness of the Corporation or any Restricted Subsidiary, such Subsidiary may concurrently be released from its Guarantee.

The Corporation shall not permit any Restricted Subsidiary that is not a Guarantor, directly or indirectly, to guarantee any Indebtedness of the Corporation or any other Restricted Subsidiary unless such Restricted Subsidiary forthwith (and in any event within ten (10) Business Days) provides a Guarantee.

5.10 Transactions with Affiliates

The Corporation and its Restricted Subsidiaries shall not directly or indirectly enter into or suffer to exist any material transaction or series of related transactions with, or for the benefit of, any Affiliate of the Corporation or any of its Restricted Subsidiaries unless such transaction or series of related transactions, taken in the aggregate, is or are on terms that are not materially less favourable than those that could have been obtained in an arm's length transaction with a Person that is not an Affiliate of the Corporation or its Restricted Subsidiaries.

The foregoing covenant shall not restrict any of the following:

(a) transactions exclusively among the Corporation and/or its Restricted Subsidiaries;

(b) the Corporation from paying reasonable compensation or fees to, or executing customary expense reimbursement, indemnification or similar arrangements with, directors or executive officers of the Corporation or any Restricted Subsidiary made in the ordinary course of business;

(c) transactions permitted by the provisions of Section 5.4 and 5.5.

5.11 Limitation on Asset Dispositions

(a) The Corporation and its Restricted Subsidiaries may not make any Disposition where the Fair Market Value of the Fixed Assets or Investment is greater than $30,000,000 in one or more related transactions, unless:

(i) the Corporation or the Restricted Subsidiary, as the case may be, receives consideration for such Disposition at least equal to the fair market value for the assets sold or disposed of;

(ii) at least 75% of the consideration for such disposition consists of (i) cash and cash equivalents, (ii) properties or assets to be used in a Related Business; (iii) shares or other ownership interests of any entity in a Related Business that will, as part of such transaction or transactions, become a Restricted Subsidiary, and (iv) Investments which the Corporation would be permitted to make at such time in compliance with Section 5.5; and

(iii) all Net Available Proceeds, less any amounts invested within 18 calendar months of such disposition in property or assets to be used in a Related Business or applied within 18 calendar months of such Disposition to the payment of Indebtedness of the Corporation or a Restricted Subsidiary, are applied within 18 calendar months of such Disposition: (1) to make an offer to purchase outstanding Notes in accordance with paragraphs 5.11(b) and (c) below and any other Indebtedness of the Corporation or a Restricted Subsidiary that is *pari passu* with the Notes at a price no greater than 100% of the principal amount thereof plus accrued interest thereon to the date of purchase, and (2) to the extent of any remaining Net Available Proceeds, to any other use as determined by the Corporation or a Restricted Subsidiary which is not otherwise prohibited by the Indenture.

(b) If the Corporation is required under Section 5.11(a)(iii)(1) to make an offer to purchase Notes (an "**Asset Sale Offer**"), the Corporation shall make the Asset Sale Offer to all Noteholders, on a *pro rata* basis, in accordance with the procedures set forth in paragraph 5.11(c) below, in respect of the maximum principal amount (expressed as a multiple of $1,000) of Notes that may be purchased with the remaining Net Available Proceeds after the application thereof, prior to the date of the Asset Sale Offer, to investments in property or assets to be used in a Related Business or to pay Indebtedness of the Corporation or a Restricted Subsidiary. The offer price as to each Note will be payable in cash in an amount equal to 100% of the principal amount of such Note plus in each case accrued and unpaid interest, if any, to the date of repurchase. If the aggregate principal amount of Notes validly tendered and not withdrawn by Noteholders thereof exceeds the Net Available Proceeds, the Notes to be purchased by the Corporation will be selected by the Trustee on a *pro rata* basis to the nearest multiple of $1,000 or in such other manner as the Trustee considers equitable.

(c) The Corporation shall mail the notice of the Asset Sale Offer to each Noteholder in the manner provided in Section 12.2 stating:

(i) that the Asset Sale Offer is being made pursuant to the provisions of Section 5.11 of this Indenture and that all Notes duly and timely tendered shall be accepted for payment (except, as provided above, if the aggregate principal amount as the case may be, of the Notes exceeds the amount of Net Available Proceeds);

(ii) the purchase price and the purchase date (the "**Asset Sale Purchase Date**"), which date shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed;

(iii) that any Notes not tendered shall continue to accrue interest;

(iv) that, unless the Corporation defaults in the payment of the purchase price, all Notes accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Asset Sale Purchase Date;

(v) that Noteholders electing to have any Notes purchased pursuant to an Asset Sale Offer shall be required to surrender the Notes, together with such other forms or documents, if any, described in the notice, to the Trustee at the address specified in the notice prior to the close of business on the third Business Day preceding the Asset Sale Purchase Date;

(vi) that Noteholders shall be entitled to withdraw their election if the Trustee receives, not later than the close of business on the second Business Day preceding the Asset Sale Purchase Date, a facsimile transmission or letter setting forth the name of the Noteholder, the principal amount of Notes delivered for purchase, and a statement that such Noteholder is withdrawing his election to have such Notes purchased;

(vii) that Noteholders whose Notes are being purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof; and

(viii) any other procedures that the Noteholders of Notes must follow in order to tender their Notes.

5.12 Purchase of Notes upon a Change of Control

(a) Within 30 days of the occurrence of a Change of Control, the Corporation shall make an offer to purchase (the "**Change of Control Offer**") all of the outstanding Notes at a price equal to the aggregate principal amount of all such Notes outstanding, plus any accrued and unpaid interest thereon to the Change of Control Purchase Date *plus* an additional amount, as compensation to the Noteholders for the loss of their investment opportunity and not as a penalty, equal to 1.00% of the principal amount of the Notes being prepaid (the "**Change of Control Purchase Price**") on or before the date specified in such Change of Control Offer, which date shall be a Business Day that is not later than 60 days after the occurrence of the Change of Control (the "**Change of Control Purchase Date**"). The Change of Control Offer shall remain open from the time such offer is made until the tenth Business Day following the date of delivery of the Change of Control Offer. The Change of Control Offer shall include a form of Change of Control Purchase Notice (as hereinafter defined) to be completed by the Noteholder and shall state:

(i) the events causing the Change of Control and the date such Change of Control is deemed to have occurred;

(ii) that the Corporation will be obligated to purchase all Notes of each Noteholder that accepts the Change of Control Offer in accordance with the provisions of subsection (b) of this section;

(iii) the date by which the Change of Control Purchase Notice pursuant to subsection (b) of this section must be given, the address to which such Change of Control Purchase Notice shall be sent, and that the failure to deliver a Change of Control Purchase Notice by such date shall be deemed to mean that the Noteholder has declined the Change of Control Offer;

(iv) the Change of Control Purchase Date;

(v) the procedures the Noteholder must follow to accept the Change of Control Offer;

(vi) the Change of Control Purchase Price; and

(vii) that the Change of Control Purchase Price for any Notes as to which a Change of Control Offer has been accepted or deemed to be accepted will be paid promptly upon the Change of Control Purchase Date.

(b) A Noteholder may accept or decline a Change of Control Offer by delivering to the Corporation a written notice (a "**Change of Control Purchase Notice**") at any time prior to the close of business on the 10th day following the delivery of the Change of Control Offer, stating that such Noteholder elects or declines to have all of its outstanding Notes purchased pursuant to the Change of Control Offer.

A Noteholder who fails to deliver a Change of Control Purchase Notice within such time period shall be deemed to have declined the Change of Control Offer.

(c) Any purchase by the Corporation contemplated pursuant to the provisions of this section shall be consummated by the delivery of the consideration to be received by the Noteholders promptly upon the Change of Control Purchase Date. On or after the Change of Control Purchase Date, each Noteholder electing to have its Notes purchased pursuant to this section shall promptly deliver its Notes to the Corporation upon receiving confirmation that it has received an amount equal to the Change of Control Purchase Price.

5.13 Waiver of Covenants

The Corporation or any Restricted Subsidiary may omit in any particular instance to comply with any term, provision or condition set forth in this Article 5, if before or after the time for such compliance, Noteholders by Noteholder Resolution or by written instrument signed by the holders of at least a majority in principal amount of the outstanding Notes, waive such compliance in such instance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Corporation and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

5.14 Designation of Subsidiaries as Unrestricted

The Corporation may designate any Subsidiary (including any newly acquired or newly formed Subsidiary) as an Unrestricted Subsidiary, provided that:

(a) immediately thereafter and after giving effect thereto, the Corporation would be able to incur at least $1.00 of additional Indebtedness under the Debt Incurrence Test; and

(b) immediately thereafter, and after giving effect thereto, no Default or Event of Default shall exist.

5.15 Covenant Suspension

(a) During any period of time that the Notes have been assigned a rating equal to or higher than "BBB-" by S&P, "BBB (low)" by DBRS or "Baa3" by Moody's ("**Investment Grade Ratings**") by any two of such three rating agencies and no Default has occurred and is continuing (a "**Covenant Suspension Event**"), the Corporation and the Restricted Subsidiaries will no longer be subject to Sections 5.4, 5.5, 5.6, 5.10 and 5.11 and Subsections 5.14(a) and 9.1(d) (collectively, the "**Suspended Covenants**").

(b) In the event that the Corporation and its Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the preceding paragraph, and subsequently any applicable rating agency (i) downgrades its rating assigned to the Notes below the applicable Investment Grade Rating, or (ii) ceases to rate the Notes, such that the Notes do not have two Investment Grade Ratings assigned to them (each a "**Reinstatement Event**"), then the Corporation and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants (subject to subsequent suspension if the Notes again receive Investment Grade Ratings). The period of time between the Covenant Suspension Event and the Reinstatement Event is referred to as the "**Suspension Period**".

(c) On the occurrence of each Reinstatement Event, all Indebtedness incurred during the Suspension Period will be subject to Section 5.6. To the extent such Indebtedness would not be so permitted to be incurred or issued pursuant to Section 5.6, such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as Permitted Indebtedness under paragraph (a) of the definition of Permitted Indebtedness.

(d) Calculations made after a Reinstatement Event of the amount available to be made as Restricted Payments under Section 5.4 will be made as though such covenant had been in effect from the Issue Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under Section 5.4 to the extent provided therein. On or after the occurrence of each Reinstatement Event, the Corporation and its Restricted Subsidiaries will be permitted to consummate the transactions contemplated by any contract entered into during the Suspension Period so long as such contract and such consummation would have been permitted during the Suspension Period.

(e) For purposes of Section 5.11, on the occurrence of a Reinstatement Event, the Net Available Proceeds amount will be reset to zero.

(f) For purposes of Sections 5.5 and 5.10, any contract, agreement, loan, advance or guarantee with or for the benefit of, any Affiliate of the Corporation entered into (or which the Corporation or any Restricted Subsidiary of the Corporation became legally obligated to enter into) during the Suspension Period and any Investment made during the Suspension Period will be deemed to have been in effect as of the Issue Date for purposes of paragraph (d) of the definition of Permitted Investment.

(g) During any Suspension Period, the Corporation may not designate any of its Subsidiaries as Unrestricted Subsidiaries pursuant to Section 5.14.

(h) Notwithstanding that the Suspended Covenants may be reinstated:

(i) no Default or Event of Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during the Suspension Period (or on the occurrence of a Reinstatement Event) or after the Suspension Period based solely on events that occurred during the Suspension Period; and

(ii) neither (A) the continued existence, after the occurrence of a Reinstatement Event, of facts and circumstances or obligations that were incurred or otherwise came into existence during a Suspension Period nor (B) the performance of any such obligations, shall constitute a breach of any covenant set forth in the Indenture or cause a Default or Event of Default thereunder; provided that (1) the Corporation and its Restricted Subsidiaries did not incur or otherwise cause such facts and circumstances or obligations to exist in anticipation of the Notes ceasing to have Investment Grade Ratings, and (2) the Corporation reasonably believed that such incurrence or actions would not result in such ceasing.

ARTICLE 6
DEFAULT AND ENFORCEMENT

6.1 Events of Default

The following are events of default ("**Events of Default**") under the Indenture:

(a) failure by the Corporation, continuing for three Business Days, to pay when due the principal of, or Premium (if any) on, any Notes issued under the Indenture;

(b) failure by the Corporation, continuing for 30 days, to pay any interest due on any Notes issued under the Indenture;

(c) either:

(i) the entry of a decree or order by a court having jurisdiction in the premises adjudging the Corporation or any Restricted Subsidiary a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustments or composition of or in respect of the Corporation or any Restricted Subsidiary under any Bankruptcy Law, or appointing a receiver of the Corporation or any Restricted Subsidiary or of any substantial part of its property, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; or

(ii) the institution by the Corporation or any Restricted Subsidiary of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any Bankruptcy Law or the consent by it to the filing of any such petition or to the appointment of a receiver of the Corporation or any Restricted Subsidiary or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the winding-up or liquidation of the Corporation or a Restricted Subsidiary having been ordered by a court or authorized by a resolution, except if the obligations of the Corporation or such Restricted Subsidiary under the Indenture are assumed by a successor in accordance with requirements contained in the Indenture;

(d) an event of default, as defined in any instruments under which the Corporation or a Restricted Subsidiary has outstanding Indebtedness has occurred and the obligation to pay an amount in excess of $30,000,000 has been accelerated (unless the default is remedied or waived or the acceleration is rescinded or annulled), provided that (i) if the event of default is not related to a failure to make timely and proper payment of principal or interest, 30 days after such acceleration shall have elapsed after the Corporation has in good faith exhausted its remedies, including the contesting in good faith of such event of default, or (ii) if the event default is related to such a failure, three Business Days have elapsed after such event of default and acceleration has occurred;

(e) the rendering by a court of competent jurisdiction of one or more final judgments against the Corporation or any Restricted Subsidiary in an aggregate amount of more than $30,000,000 if the judgments remain undischarged or unstayed for more than 30 days;

(f) a Guarantor challenges the validity of its Guarantee or defaults on its obligations thereunder; and

(g) default by the Corporation or a Restricted Subsidiary, continuing for 30 days (or such longer period as may be agreed to by the Trustee) after the Trustee has given the Corporation or a Restricted Subsidiary written notice of the default and required the Corporation or a Restricted Subsidiary to remedy the same, in the performance or observance of any other covenant or condition contained in the Indenture

6.2 Acceleration of Maturity; Rescission and Annulment

If an Event of Default (other than as specified in Section 6.1(c)) occurs and is continuing, the Trustee or the holders of not less than 25% in aggregate principal amount of the outstanding Notes may, and the Trustee at the request of such Noteholders shall, declare the principal of (and Premium, if any) and accrued and unpaid interest on, all of the outstanding Notes immediately due and payable and, upon any such declaration, all such amounts will become due and payable immediately. If an Event of Default specified in Section 6.1(c) occurs and is continuing, then the principal of (and Premium, if any) and accrued and unpaid interest on, all of the outstanding Notes shall automatically become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Noteholder being required.

At any time after a declaration of acceleration, the holders of a majority in aggregate principal amount of the outstanding Notes may, and if so directed by such holders the Trustee shall, rescind such declaration and its consequences by written notice to the Corporation if:

(a) the Corporation or any Guarantor has paid or deposited with the Trustee a sum sufficient to pay,

(i) all overdue interest on all Notes;

(ii) all unpaid principal of (and Premium, if any) on any outstanding Notes that has become due other than by such declaration of acceleration and interest thereon at the rate borne by the Notes;

(iii) to the extent that payment of such interest is lawful, interest on overdue interest and overdue principal at the rate borne by the Notes; and

(iv) all sums paid or advanced by the Trustee and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel; and

(b) all Events of Default, other than the non-payment of amounts of principal of (and Premium, if any) or interest on the Notes that have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 6.13.

No such rescission shall affect any subsequent Default or impair any right consequent thereon.

Notwithstanding the preceding paragraph, in the event of a declaration of acceleration in respect of the Notes because an Event of Default specified in Section 6.1(d) shall have occurred and be continuing, such declaration of acceleration shall be automatically annulled if the Indebtedness that is the subject of such Event of Default has been discharged or the holders thereof have rescinded their declaration of acceleration in respect of such Indebtedness, and written notice of such discharge or rescission, as the case may be, shall have been given to the Trustee by the Corporation and countersigned by the holders of such Indebtedness or a trustee, fiduciary or agent for such holders, within 30 days after such declaration of acceleration in respect of the Notes, and no other Event of Default has occurred during such 30 day period which has not been cured or waived during such period.

6.3 Collection of Indebtedness and Suits for Enforcement by Trustee

The Corporation and each of the Guarantors, if any, covenants that if:

(a) default is made in the payment of any installment of interest on any Note when such interest becomes due and payable and such default continues for a period of 30 days, or

(b) default is made in the payment of the principal of (or Premium, if any, on) any Note at the Maturity Date thereof,

the Corporation and each Guarantor (if any) will, upon demand of the Trustee, pay to the Trustee for the benefit of the Noteholders, the whole amount then due and payable on such Notes for principal (and Premium, if any) and interest, and interest on any overdue principal (and Premium, if any) and, to the extent that payment of such interest shall be legally enforceable, upon any overdue installment of interest, at the rate borne by the Notes, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel.

If the Corporation or any Guarantor (if any), as the case may be, fails to pay such amounts forthwith upon such demand, the Trustee, in its own name as Trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Corporation, such Guarantor or any other obligor upon the Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Corporation, such Guarantor or any other obligor upon the Notes, wherever situated.

If an Event of Default occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Noteholders by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

6.4 Trustee May File Proofs of Claim

In case of any pending receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Corporation and its debts or any other obligor upon the Notes (including the Guarantors, if any), and their debts or the property of the Corporation or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Corporation for the payment of overdue principal (and Premium, if any) or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of principal (and Premium, if any) and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel) and of the Noteholders allowed in such judicial proceeding; and

(b) to collect and receive any moneys or other securities or property payable or deliverable upon the conversion or exchange of such securities or upon any such claims and to distribute the same, and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each Noteholder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Noteholders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel, and any other amounts due the Trustee hereunder.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding.

6.5 Trustee May Enforce Claims Without Possession of Notes

All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as Trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and Counsel, be for the ratable benefit of the Noteholders in respect of which such judgment has been recovered.

6.6 Application of Monies by Trustee

(a) Except as herein otherwise expressly provided, any money collected by the Trustee pursuant to this Article 6 shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (and Premium, if any,) or interest, upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(i) first, in payment or in reimbursement to the Trustee of its reasonable compensation, costs, charges, expenses, borrowings, advances or other monies furnished or provided by or at the instance of the Trustee in or about the execution of its trusts under, or otherwise in relation to, this Indenture, with interest thereon as herein provided;

(ii) second, but subject as hereinafter in this Section 6.6 provided, in payment, rateably and proportionately to the holders of Notes, of the principal of (and Premium, if any, on) and accrued and unpaid interest and interest on amounts in default on the Notes which shall then be outstanding in the priority of principal first and then Premium and then accrued and unpaid interest and interest on amounts in default unless otherwise directed by Noteholder Resolution and in that case in such order or priority as between principal (and Premium, if any) and interest as may be directed by such Noteholder Resolution; and

(iii) third, in payment of the surplus, if any, of such monies to the Corporation or its assigns and/or the Guarantors, as the case may be;

provided, however, that no payment shall be made pursuant to clause (ii) above in respect of the principal of (and Premium, if any, on) or interest on any Notes held, directly or indirectly, by or for the benefit of the Corporation or any Subsidiary (other than any Notes pledged for value and in good faith to a Person other than the Corporation or any Subsidiary but only to the extent of such Person's interest therein) except subject to the prior payment in full of the principal of (and Premium, if any, on) and interest (if any) on all Notes which are not so held.

(b) The Trustee shall not be bound to apply or make any partial or interim payment of any monies coming into its hands if the amount so received by it, after reserving thereout such amount as the Trustee may think necessary to provide for the payments mentioned in Section 6.6(a), is insufficient to make a distribution of at least 2% of the aggregate principal amount of the outstanding Notes, but it may retain the money so received by it and invest or deposit the same as provided in Section 10.9 until the money or the investments representing the same, with the income derived therefrom, together with any other monies for the time being under its control shall be sufficient for the said purpose or until it shall consider it advisable to apply the same in the manner hereinbefore set forth. The foregoing shall, however, not apply to a final payment in distribution hereunder.

6.7 No Suits by Noteholders

No holder of any Note shall have any right to institute any action, suit or proceeding at law or in equity for the purpose of enforcing payment of the principal of, Premium, if any, or interest on the Notes or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver or for a receiving order under any Bankruptcy Laws or to have the Corporation or any Guarantor wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder, unless:

(a) such holder shall previously have given to the Trustee written notice of the happening of an Event of Default hereunder;

(b) the Noteholders by Noteholder Resolution or by written instrument signed by the holders of at least 25% in principal amount of the Notes then outstanding shall have made a request to the Trustee and the Trustee shall have been afforded reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted or to institute an action, suit or proceeding in its name for such purpose;

(c) the Noteholders or any of them shall have furnished to the Trustee, when so requested by the Trustee, sufficient funds and security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby;

(d) the Trustee shall have failed to act within 60 days after such notification, request and offer of indemnity and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to any such proceeding or for any other remedy hereunder by or on behalf of the holder of any Notes; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by the Noteholders of a majority or more in principal amount of the outstanding Notes,

it being understood and intended that no one or more Noteholders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Noteholders, or to obtain or to seek to obtain priority or preference over any other Noteholders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Noteholders.

6.8 Restoration of Rights and Remedies

If the Trustee or any Noteholder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Noteholder, then and in every such case, subject to any determination in such proceeding, the Corporation, the Guarantors (if any), the Trustee and the Noteholders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Noteholders shall continue as though no such proceeding had been instituted.

6.9 Rights and Remedies Cumulative

Except as otherwise expressly provided herein, no right or remedy herein conferred upon or reserved to the Trustee or to the Noteholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

6.10 Delay or Omission Not Waiver

No delay or omission of the Trustee or of any holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article 6 or by law to the Trustee or to the Noteholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Noteholders, as the case may be.

6.11 Control by Noteholders

The holders of not less than a majority in principal amount of the outstanding Notes shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, provided that:

(a) such direction shall not be in conflict with any rule of law or with this Indenture;

(b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction; and

(c) the Trustee need not take any action which might involve it in personal liability or be unjustly prejudicial to the Noteholders not consenting.

6.12 Notice of Event of Default

If an Event of Default shall occur and be continuing the Trustee shall, within 30 days after it receives written notice of the occurrence of such Event of Default (or otherwise becomes aware that an Event of Default has occurred and is continuing), give notice of such Event of Default to the Noteholders in the manner provided in Section 12.2, provided that notwithstanding the foregoing, unless the Trustee shall have been requested to do so by the holders of at least 25% of the principal amount of the Notes then outstanding, the Trustee shall not be required to give such notice if the Trustee in good faith shall have determined that the withholding of such notice is in the best interests of the Noteholders and shall have so advised the Corporation in writing.

6.13 Waiver of Default

Subject to Section 6.2, upon the happening of any Event of Default hereunder:

(a) the holders of the Notes shall have the power (in addition to the powers exercisable by Extraordinary Noteholder Resolution as hereinafter provided) by requisition in writing by the holders of at least a majority in principal amount of the outstanding Notes then outstanding, to instruct the Trustee to waive any Event of Default and to cancel any declaration made by the Trustee pursuant to Section 6.2 and the Trustee shall thereupon waive the Event of Default and cancel such declaration, or either, upon such terms and conditions as shall be prescribed in such requisition; or

(b) the Trustee, so long as it has not become bound to declare the principal and interest on the Notes then outstanding to be due and payable, or to obtain or enforce payment of the same, shall have power to waive any Event of Default if, in the Trustee’s opinion, the same shall have been cured or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofore made by the Trustee in the exercise of its discretion, upon such terms and conditions as the Trustee may deem advisable.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon. No such act or omission either of the Trustee or of the Noteholders shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

6.14 Waiver of Stay or Extension Laws

The Corporation covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Corporation (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

6.15 Undertaking for Costs

All parties to this Indenture agree, and each holder of any Note by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any holder, or group of holders, holding in the aggregate more than 10% in principal amount of the outstanding Notes, or to any suit instituted by any holder for the enforcement of the payment of the principal of (and Premium, if any, on) or interest on any Note on or after the respective Maturity Date in such Note (or, in the case of redemption, on or after the applicable redemption date).

6.16 Judgment Against the Corporation

The Corporation covenants and agrees with the Trustee that, in case of any judicial or other proceedings to enforce the rights of the Noteholders, judgment may be rendered against it in favour of the Noteholders or in favour of the Trustee, as Trustee for the Noteholders, for any amount which may remain due in respect of the Notes, including Premium (if any) and the interest thereon and any other monies owing hereunder.

6.17 Notice of Payment by Trustee

Not less than 15 days notice shall be given in the manner provided in Section 12.2 by the Trustee to the Noteholders of any payment to be made under this Article 6. Such notice shall state the time when and place where such payment is to be made and also the liability under this Indenture to which it is to be applied. After the day so fixed, unless payment shall have been duly demanded and have been refused, the Noteholders will be entitled to interest only on the balance (if any) of the principal monies (Premium, if any) and interest due (if any) to them, respectively, on the Notes, after deduction of the respective amounts payable in respect thereof on the day so fixed.

6.18 Trustee May Demand Production of Notes

The Trustee shall have the right to demand production of the Notes in respect of which any payment of principal, interest or Premium required by this Article 6 is made and may cause to be endorsed on the same a memorandum of the amount so paid and the date of payment, but the Trustee may, in its discretion, dispense with such production and endorsement, upon such indemnity being given to it and to the Corporation as the Trustee shall deem sufficient.

6.19 Immunity of Officers and Others

The holders, the Beneficial Noteholders and the Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future officer, director, or employee of the Corporation and of any Guarantor, or any holder of Capital Stock of the Corporation or any Guarantor (other than the Corporation or another Guarantor), or of any successor to any such Person, for the payment of the principal of or Premium or interest on any of the Notes or on any covenant, agreement, representation or warranty by the Corporation contained herein or in the Notes. Each holder and Beneficial Noteholder, by accepting its interest in the Notes, waives and releases all such claims against, and liability of, such Persons. The waiver and release provided for in this Section 6.19 are part of the consideration for issuance of the Notes.

ARTICLE 7
SATISFACTION AND DISCHARGE

7.1 Cancellation and Destruction

All matured Notes shall forthwith after payment of all obligations thereunder be delivered to the Trustee or to a Person appointed by it or by the Corporation with the approval of the Trustee and cancelled by the Trustee. All Notes which are cancelled or required to be cancelled under this or any other provision of this Indenture shall be destroyed by the Trustee and, if required by the Corporation, the Trustee shall furnish to it a destruction certificate setting out the designating numbers of the Notes so destroyed.

7.2 Release from Covenants

Upon proof being given to the reasonable satisfaction of the Trustee that:

(a) the principal of all of the Notes (and Premium, if any, thereon) and interest (including interest on amounts in default) thereon and other money payable under this Indenture has been paid or satisfied; or

(b) all the outstanding Notes have matured or have been duly called for redemption (or the Trustee has been given irrevocable instructions by the Corporation to publish, within 90 days, notice of redemption of all outstanding Notes), and such payment or redemption has been duly provided for by payment to the Trustee or otherwise,

and upon payment of all costs, charges and expenses properly incurred by the Trustee in relation to this Indenture and all interest thereon and the remuneration of the Trustee (or upon provision satisfactory to the Trustee being made therefor), at the written request and at the expense of the Corporation, the Trustee will forthwith execute and deliver to the Corporation and the Guarantors, as the case may be, such deeds or other instruments necessary to evidence the satisfaction and discharge of this Indenture and to release the Corporation and the Guarantors, as the case may be, from their respective covenants in this Indenture, except those relating to the indemnification of the Trustee.

7.3 Non-Presentation of Notes

If the Corporation has deposited required funds into the Maturity Account as required by Section 2.14(a), and the holder of any Note fails to surrender the same for payment on the Maturity Date, as provided in Section 2.14, these amounts shall be deemed to have been paid and thereafter such Notes will not be considered as outstanding under this Indenture, and the holder thereof shall thereafter have no right in respect thereof except that of receiving delivery and payment of the monies, so set aside by the Trustee (without interest) upon due presentation and surrender thereof of the relevant Note, subject always to the provisions of Section 7.4. Any money so set aside may, and if remaining unclaimed for 60 days and upon request by written instructions of the Corporation, shall be invested by the Trustee in accordance with Section 10.9.

7.4 Repayment of Unclaimed Monies

Subject to applicable law, any monies set aside under Section 7.3 and not claimed by and paid to holders of Notes as provided in Section 7.3 within two years after the Maturity Date shall be repaid and delivered to the Corporation by the Trustee and thereupon the Trustee shall be released from all further liability with respect to such monies, and thereafter the holders of the Notes in respect of which such monies, were so repaid to the Corporation shall have no rights in respect thereof except to obtain payment and delivery of the monies, from the Corporation subject to any limitation provided by the laws of the Province of Ontario. Notwithstanding the foregoing, the Trustee will pay any remaining funds prior to the expiry of two years after the Maturity Date to the Corporation upon receipt from the Corporation, or one of its Subsidiaries, of an unconditional letter of credit from a Canadian chartered bank in an amount equal to or in excess of the amount of the remaining funds. If the remaining funds are paid to the Corporation prior to the expiry of two years after such setting aside, and if such funds or any portion thereof are claimed after the date of such payment of the remaining funds to the Corporation but prior to two years after such setting aside, the Trustee shall immediately provide to the Corporation written notice of such claim, and the Corporation shall promptly deposit with the Trustee funds in the amount necessary to satisfy such claim.

7.5 Discharge

The Trustee shall at the written request of the Corporation release and discharge this Indenture and execute and deliver such instruments as it shall be advised by Counsel are requisite for that purpose and to release the Corporation from its covenants herein contained (other than the provisions relating to the indemnification of the Trustee), upon proof being given to the reasonable satisfaction of the Trustee that the principal of (and Premium, if any, on) and interest (including interest on amounts in default, if any) on all the Notes and all other monies payable hereunder have been paid or satisfied or that all the Notes having matured or having been duly called for redemption, payment of the principal of and interest (including interest on amounts in default, if any) on such Notes and of all other monies payable hereunder has been duly and effectually provided for in accordance with the provisions hereof.

7.6 Defeasance

(a) The Corporation shall be deemed to have fully paid, satisfied and discharged all of the outstanding Notes and the Trustee, at the request and expense of the Corporation, shall execute and deliver proper instruments acknowledging the full payment, satisfaction and discharge of such Notes, when, with respect to all of the outstanding Notes:

(i) the Corporation has deposited or caused to be deposited with the Trustee as trust funds or property in trust for the purpose of making payment on such Notes, an amount in money, sufficient to pay, satisfy and discharge the entire amount of principal of (and Premium, if any, on) and interest, if any, to maturity or any repayment date or redemption date, as the case may be, of such Notes as will, together with the income to accrue thereon and reinvestment thereof, be sufficient to pay and discharge the entire amount of principal and accrued and unpaid interest to maturity or any repayment date, as the case may be, of all such Notes;

(ii) the Corporation has paid, caused to be paid or made provisions to the satisfaction of the Trustee for the payment of all other sums payable with respect to all of such Notes (together with all applicable expenses of the Trustee in connection with the payment of such Notes); and

(iii) the Corporation has delivered to the Trustee an Officers' Certificate stating that all conditions precedent herein provided relating to the payment, satisfaction and discharge of all such Notes have been complied with.

Any deposits with the Trustee referred to in this Section 7.6 shall be irrevocable, subject to Section 7.7, and shall be made under the terms of an escrow and/or trust agreement in form and substance satisfactory to the Trustee and which provides for the due and punctual payment of the principal of (and Premium, if any, on) and interest on the Notes being satisfied.

(b) Upon the satisfaction of the conditions set forth in this Section 7.6 with respect to all the outstanding Notes, the terms and conditions of the Notes, including the terms and conditions with respect thereto set forth in this Indenture (other than those contained in Article 2 and Article 4 and the provisions of Article 1 pertaining to Article 2 and Article 4) shall no longer be binding upon or applicable to the Corporation.

(c) Any funds or obligations deposited with the Trustee pursuant to this Section 7.6 shall be denominated in the currency or denomination of the Notes in respect of which such deposit is made.

(d) If the Trustee is unable to apply any money in accordance with this Section 7.6 by reason of any legal proceeding or any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Corporation's obligations under this Indenture and the affected Notes shall be revived and reinstated as though no money had been deposited pursuant to this Section 7.6 until such time as the Trustee is permitted to apply all such money in accordance with this Section 7.6, provided that if the Corporation has made any payment in respect of principal of (and Premium, if any, on) or interest on Notes or, as applicable, other amounts because of the reinstatement of its obligations, the Corporation shall be subrogated to the rights of the holders of such Notes to receive such payment from the money held by the Trustee.

7.7 Continuance of Rights, Duties and Obligations

(a) Where trust funds or trust property have been deposited pursuant to Section 7.6, the holders of Notes and the Corporation shall continue to have and be subject to their respective rights, duties and obligations under Article 2 and Article 4.

(b) In the event that, after the deposit of trust funds or trust property pursuant to Section 7.6, the Corporation is required to make an offer to purchase any outstanding Notes, the Corporation shall be entitled to use any trust money or trust property deposited with the Trustee pursuant to Section 7.6 for the purpose of paying to any holders of such Notes who have accepted any such offer of the total offer price payable in respect of an offer relating to any of Notes. Upon receipt of a Written Direction of the Corporation, the Trustee shall be entitled to pay to such holder from such trust money or trust property deposited with the Trustee pursuant to Section 7.6 in respect of the Notes which is applicable to the Notes held by such holders who have accepted any such offer of the Corporation (which amount shall be based on the applicable principal amount of the Notes held by accepting offerees in relation to the aggregate outstanding principal amount of all the Notes).

ARTICLE 8
MEETINGS OF NOTEHOLDERS

8.1 Right to Convene Meeting

(a) The Trustee or the Corporation may at any time and from time to time, and the Trustee shall, on receipt of a Written Direction of the Corporation or a Noteholders' Request from holders of not less than 25% of the principal amount of the Notes then outstanding and upon receiving funding for the costs thereof and being indemnified to its reasonable satisfaction by the Corporation or by the Noteholders signing such Noteholders' Request convene a meeting of Noteholders.

(b) If the Trustee fails to convene a meeting after being duly requested as aforesaid (and indemnified and funded as aforesaid), the Corporation or such Noteholders may themselves convene such meeting and the notice calling such meeting may be signed by such Person as those Noteholders designate. Every such meeting will be held in Toronto, Ontario or such other place as the Trustee and the Corporation may in any case determine or approve.

(c) Whenever a consent, waiver, authorization or resolution of the holders (or any of them) is required, a Noteholder Resolution passed in accordance with the provisions of this Indenture shall constitute conclusively such consent, waiver, notice, authorization or resolution; provided that: (i) an Extraordinary Noteholder Resolution shall be required as provided in this Indenture; and (ii) such other approval by holders shall be required as otherwise specifically provided in this Indenture.

8.2 Notice of Meetings

At least 21 days notice of any meeting of the Noteholders, shall be given to the Noteholders, in the manner provided in Section 12.2 and a copy of such notice shall be sent by post to the Trustee, unless the meeting has been called by it, and to the Corporation, unless such meeting has been called by it. Such notice shall state the time when and the place where the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat and it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article. The accidental omission to give notice of a meeting to any Noteholder shall not invalidate any resolution passed at any such meeting. A Noteholder may waive notice of a meeting either before or after the meeting.

8.3 Chairman

Some Person, who need not be a Noteholder, nominated in writing by the Trustee shall be chairman of the meeting and if no Person is so nominated, or if the Person so nominated is not present within 15 minutes from the time fixed for the holding of the meeting, a majority of the Noteholders present in Person or by proxy shall choose some Person present to be chairman.

8.4 Quorum

Subject to this Indenture, at any meeting of Notes a quorum shall consist of two or more Noteholders present in person or by proxy and representing at least 5% of the principal amount of the outstanding Notes. If a quorum of the Noteholders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if convened by the Noteholders or pursuant to a Noteholders’ Request, shall be dissolved, but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day thereafter) at the same time and place and no notice shall be required to be given in respect of such adjourned meeting. At the adjourned meeting, the Noteholders present in person or by proxy shall constitute a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 5% of the principal amount of the outstanding Notes. Any business may be brought before or dealt with at an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless the required quorum be present at the commencement of business.

8.5 Power to Adjourn

The chairman of any meeting at which a quorum of the Noteholders is present may, with the consent of the holders of a majority in principal amount of the Notes represented thereat, adjourn any such meeting and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

8.6 Voting

On a show of hands every Person who is present and entitled to vote, whether as a Noteholder or as proxy for one or more Noteholders or both, shall have one vote. On a poll each Noteholder present in person or represented by a duly appointed proxy shall be entitled to one vote in respect of each $1,000 principal amount of Notes of which it is the holder. A proxy need not be a Noteholder. In the case of joint registered holders of a Note, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them be present in person or by proxy, they shall vote together in respect of the Notes of which they are joint holders.

8.7 Show of Hands

Every question submitted to a meeting, except a Noteholder Resolution or an Extraordinary Noteholder Resolution, will be decided by a majority of the votes given on a show of hands or, if a poll is requested as provided in this Indenture, by a majority of the votes cast on the poll and will be binding on all holders of Notes. At any meeting of Noteholders where no poll is required or requested, a declaration made by the chairman that a resolution has been carried, or carried by any particular majority, or lost, will be conclusive evidence thereof.

8.8 Poll

A poll will be taken on every Noteholder Resolution and every Extraordinary Noteholder Resolution and when required by a Noteholder or a proxy representing a Noteholder holding at least 5% of the principal amount of Notes represented at the meeting. If at any meeting a poll is so demanded on the election of a chairman or on a question of adjournment, it will be taken forthwith. If at any meeting a poll is demanded on any other question, or an Noteholder Resolution or Extraordinary Noteholder Resolution is to be voted upon, a poll will be taken in such manner and either at once or after an adjournment as the chairman directs. The result of a poll will be deemed to be the decision of the meeting at which the poll was demanded and will be binding on all holders of Notes. Votes on a Noteholder Resolution or an Extraordinary Noteholder Resolution shall always be given on a poll and no demand for a poll on a Noteholder Resolution or an Extraordinary Noteholder Resolution shall be necessary.

8.9 Proxies

A Noteholder may be present and vote at any meeting of Noteholders by an authorized representative. The Corporation (in case it convenes the meeting) or the Trustee (in any other case) for the purpose of enabling the Noteholders to be present and vote at any meeting without producing their Notes, and of enabling them to be present and vote at any such meeting by proxy and of depositing instruments appointing such proxies at some place other than the place where the meeting is to be held, may from time to time make and vary such regulations as it shall think fit providing for and governing any or all of the following matters:

(a) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which the same shall be executed and the production of the authority of any Person signing on behalf of a Noteholder;

(b) the deposit of instruments appointing proxies at such place as the Trustee, the Corporation or the Noteholder convening the meeting, as the case may be, may, in the notice convening the meeting, direct and the time, if any, before the holding of the meeting or any adjournment thereof by which the same must be deposited; and

(c) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, faxed, e-mailed or sent by other electronic means before the meeting to the Corporation or to the Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.

Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only Persons who shall be recognized at any meeting as the holders of any Notes, or as entitled to vote or be present at the meeting in respect thereof, shall be Noteholders and Persons whom Noteholders have by instrument in writing duly appointed as their proxies.

8.10 Persons Entitled to Attend Meetings

The Corporation and the Trustee, by their respective directors, officers and employees and the legal advisors of the Corporation, the Trustee or any Noteholder may attend any meeting of the Noteholders, but shall have no vote as such.

8.11 Powers Exercisable by Extraordinary Noteholder Resolution

In addition to the powers conferred upon them by any other provisions of this Indenture or by law but subject to Section 8.12, a meeting of the Noteholders shall have the following powers exercisable from time to time by Extraordinary Noteholder Resolution:

(a) power to authorize the Trustee to grant extensions of time for payment of any principal, Premium or interest on the Notes, whether or not the principal, Premium, or interest, the payment of which is extended, is at the time due or overdue;

(b) power to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Noteholders or the Trustee against the Corporation, or against its property, whether such rights arise under this Indenture or the Notes or otherwise;

(c) power to assent to any modification of or change in or addition to or omission from the provisions contained in this Indenture or any Note which shall be agreed to by the Corporation and to authorize the Trustee to concur in and execute any indenture supplemental hereto embodying any modification, change, addition or omission;

(d) power to sanction any scheme for the reconstruction, reorganization or recapitalization of the Corporation or any Restricted Subsidiary or for the consolidation, amalgamation or merger of the Corporation or any Restricted Subsidiary with any other Person or for the sale, leasing, transfer or other disposition of all or substantially all of the undertaking, property and assets of the Corporation or any Restricted Subsidiary or any part thereof, provided that no such sanction shall be necessary in respect of any such transaction if the provisions of Section 9.1 shall have been complied with;

(e) power to direct or authorize the Trustee to exercise any power, right, remedy or authority given to it by this Indenture in any manner specified in any such Extraordinary Noteholder Resolution or to refrain from exercising any such power, right, remedy or authority;

(f) power to waive, and direct the Trustee to waive, any default hereunder and/or cancel any declaration made by the Trustee pursuant to Section 6.2 either unconditionally or upon any condition specified in such Extraordinary Noteholder Resolution;

(g) power to restrain any Noteholder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal, Premium or interest on the Notes, or for the execution of any trust or power hereunder;

(h) power to direct any Noteholder who, as such, has brought any action, suit or proceeding to stay or discontinue or otherwise deal with the same upon payment, if the taking of such suit, action or proceeding shall have been permitted by Section 6.7, of the costs, charges and expenses reasonably and properly incurred by such Noteholder in connection therewith;

(i) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Corporation or any Restricted Subsidiary;

(j) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise, and to direct the Trustee to exercise, on behalf of the Noteholders, such of the powers of the Noteholders as are exercisable by Extraordinary Noteholder Resolution or other resolution as shall be included in the resolution appointing the committee. The resolution making such appointment may provide for payment of the expenses and disbursements of and compensation to such committee. Such committee shall consist of such number of Persons as shall be prescribed in the resolution appointing it and the members need not be themselves Noteholders. Every such committee may elect its chairman and may make regulations respecting its quorum, the calling of its meetings, the filling of vacancies occurring in its number and its procedure generally. Such regulations may provide that the committee may act at a meeting at which a quorum is present or may act by minutes signed by the number of members thereof necessary to constitute a quorum. All acts of any such committee within the authority delegated to it shall be binding upon all Noteholders. Neither the committee nor any member thereof shall be liable for any loss arising from or in connection with any action taken or omitted to be taken by them in good faith;

(k) power to remove the Trustee from office and to appoint a new Trustee or Trustees provided that no such removal shall be effective unless and until a new Trustee or Trustees shall have become bound by this Indenture;

(l) power to sanction the exchange of the Notes for or the conversion thereof into shares, bonds, or other securities or obligations of the Corporation or of any other Person formed or to be formed;

(m) power to authorize the distribution *in specie* of any shares or securities received pursuant to a transaction authorized under the provisions of Section 8.11(l); and

(n) power to amend, alter or repeal any Extraordinary Noteholder Resolution previously passed or sanctioned by the Noteholders or by any committee appointed pursuant to Section 8.11(j).

8.12 Unanimous Approval

Notwithstanding Section 8.11, without the consent of each holder of an outstanding Note affected (whether in the aggregate holding a majority in principal amount of Notes or not), no amendment may:

(a) reduce the percentage or proportion of the aggregate principal amount of Notes the holders of which must consent to or vote in favour of any amendment or waiver,

(b) reduce the rate of or change the time for payment of interest on any Note,

(c) reduce the principal of or change the Maturity Date of any Note,

(d) make any Note payable in money other than that stated in the Note,

(e) subordinate the Notes or any Guarantee to any other obligation of the Corporation or the applicable Guarantor other than pursuant to a Permitted Lien, or

(f) make any change in the amendment provisions which would decrease or reduce the circumstances in which the consent of each holder would be required.

8.13 Powers Cumulative

Any one or more of the powers in this Indenture stated to be exercisable by the Noteholders by Noteholder Resolution or Extraordinary Noteholder Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers from time to time shall not be deemed to exhaust the rights of the Noteholders to exercise the same or any other such power or powers thereafter from time to time. No powers exercisable by Noteholder Resolution or Extraordinary Noteholder Resolution will derogate in any way from the rights of the Corporation or any Guarantor or pursuant to this Indenture.

8.14 Minutes

Minutes of all resolutions and proceedings at every meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of the Corporation, and any such minutes as aforesaid, if signed by the chairman of the meeting at which such resolutions were passed or proceedings had, or by the chairman of the next succeeding meeting of the Noteholders, shall be *prima facie* evidence of the matters therein stated and, until the contrary is proved, every such meeting, in respect of the proceedings of which minutes shall have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings taken thereat to have been duly passed and taken.

8.15 Instruments in Writing

Any action which may be taken and any power which may be exercised by the Noteholders at a meeting held as provided in this Article 8 may also be taken and exercised by the holders of not less than a majority in principal amount of the outstanding Notes by a signed instrument, except for matters required to be approved by an Extraordinary Noteholder Resolution, in which case the matter must be approved by 66 2/3% of the aggregate principal amount of outstanding Notes, and the expressions, “Noteholder Resolution” or “Extraordinary Noteholder Resolution” when used in this Indenture will include instruments so signed. Notice of any Noteholder Resolution or Extraordinary Noteholder Resolution passed in accordance with this Section 8.15 will be given by the Trustee to the Noteholders within 30 days of the date on which such Noteholder Resolution or Extraordinary Noteholder Resolution was passed.

8.16 Binding Effect of Resolutions

Every Noteholder Resolution or Extraordinary Noteholder Resolution passed in accordance with the provisions of this Article at a meeting of Noteholders shall be binding upon all the Noteholders, whether present at or absent from such meeting, and every instrument in writing signed by Noteholders in accordance with Section 8.15 shall be binding upon all the Noteholders, whether signatories thereto or not, and each and every Noteholder and the Trustee (subject to the provisions for its indemnity herein contained) shall, subject to applicable law, be bound to give effect accordingly to every such Noteholder Resolution or Extraordinary Noteholder Resolution and instrument in writing.

8.17 Evidence of Rights of Noteholders

(a) Any request, direction, notice, consent or other instrument which this Indenture may require or permit to be signed or executed by the Noteholders may be in any number of concurrent instruments of similar tenor signed or executed by such Noteholders. Proof of the execution of any such request, direction, notice, consent or other instrument or of a writing appointing any such attorney will be sufficient for any purpose of this Indenture if the fact and date of the execution by any Person of such request, direction, notice, consent or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgements of deeds to be recorded at the place where such certificate is made, that the Person signing such request, direction, notice, consent or other instrument or writing acknowledged to such notary public or other officer the execution thereof, or by an affidavit of a witness of such execution or in any other manner which the Trustee may consider adequate.

(b) Notwithstanding subsection 8.17(a), the Trustee may, in its discretion, require proof of execution in cases where it deems proof desirable and may accept such proof as it shall consider proper.

ARTICLE 9
SUCCESSORS TO THE CORPORATION

9.1 Amalgamation and Merger

The Corporation and its Restricted Subsidiaries shall not enter into any transaction (except with a wholly-owned Subsidiary) whereby all or substantially all of the Corporation’s and its Restricted Subsidiaries’ undertaking, property and assets, taken as a whole, would become the property of any other Person or, in the case of any amalgamation, of the continuing corporation resulting therefrom, unless in respect of the Corporation or a Restricted Subsidiary, as may be appropriate:

(a) the successor is a corporation incorporated under the laws of Canada or one of its provinces or territories;

(b) the successor shall execute such instruments as are necessary or advisable to evidence the assumption by the successor of liability for the due and punctual payment of the principal, Premium, if any, and interest of all Notes then outstanding and all other moneys payable thereunder;

(c) if an Opinion of Counsel states that such transaction shall be upon such terms as to substantially preserve and not impair any of the rights and powers of the Trustee or the holders of the Notes;

(d) immediately thereafter and after giving effect thereto, the Corporation shall be able to incur at least $1.00 of additional Indebtedness under the Debt Incurrence Test; and

(e) immediately thereafter, and after giving effect thereto, no Default or Event of Default shall exist.

9.2 Vesting of Powers in Successor

Whenever the conditions of Section 9.1 have been duly observed and performed in respect of a transaction entered into by the Corporation or an amalgamation of the Corporation, referred to in Section 9.1, the Trustee will execute and deliver a Supplemental Indenture as provided for in Article 11 and then:

(a) the successor will possess and from time to time may exercise each and every right and power of the Corporation under this Indenture in the name of the Corporation or otherwise, and any act or proceeding by any provision of this Indenture required to be done or performed by the Board of Directors or any officers of the Corporation may be done and performed with like force and effect by the like directors or officers of such successor; and

(b) the Corporation will be released and discharged from liability under this Indenture and the Trustee will execute any documents which it may be advised are necessary or advisable for effecting or evidencing such release and discharge.

ARTICLE 10
CONCERNING THE TRUSTEE

10.1 No Conflict of Interest

The Trustee represents to the Corporation that at the date of execution and delivery by it of this Indenture there exists no material conflict of interest in the role of the Trustee as a fiduciary hereunder but if, notwithstanding the provisions of this Section 10.1, such a material conflict of interest exists, or hereafter arises, the validity and enforceability of this Indenture, and the Notes issued hereunder, shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists or arises but the Trustee shall, within 30 days after ascertaining that it has a material conflict of interest, either eliminate such material conflict of interest or resign in the manner and with the effect specified in Section 10.2.

10.2 Replacement of Trustee

The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Corporation 90 days notice in writing or such shorter notice as the Corporation may accept as sufficient. If at any time a material conflict of interest exists in the Trustee's role as a fiduciary hereunder the Trustee shall, within 30 days after ascertaining that such a material conflict of interest exists, either eliminate such material conflict of interest or resign in the manner and with the effect specified in this Section 10.2. The validity and enforceability of this Indenture and of the Notes issued hereunder shall not be affected in any manner whatsoever by reason only that such a material conflict of interest exists. In the event of the Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Corporation shall forthwith appoint a new Trustee unless a new Trustee has already been appointed by the Noteholders. Failing such appointment by the Corporation or the Noteholders, the retiring Trustee or any Noteholder may apply to a Judge of the Ontario Superior Court of Justice, on such notice as such Judge may direct at the Corporation's expense, for the appointment of a new Trustee but any new Trustee so appointed by the Corporation or by the Court shall be subject to removal as aforesaid by the Noteholders and the appointment of such new Trustee shall be effective only upon such new Trustee becoming bound by this Indenture. Any new Trustee appointed under any provision of this Section 10.2 shall be a corporation authorized to carry on the business of a trust company in the Province of Ontario. On any new appointment the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.

Any company into which the Trustee may be merged or, with or to which it may be consolidated, amalgamated or sold, or any company resulting from any merger, consolidation, sale or amalgamation to which the Trustee shall be a party or any company to which the Trustee has transferred substantially all of its corporate trust business, shall be the successor Trustee under this Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Trustee or of the Corporation, the Trustee ceasing to act shall execute and deliver an instrument assigning and transferring to such successor Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and money held by such Trustee to the successor Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Corporation be required by any new Trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of said new Trustee, be made, executed, acknowledged and delivered by the Corporation.

10.3 Duties of Trustee

In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Indenture, the Trustee shall act honestly and in good faith and exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. Subject to the foregoing, the Trustee will be liable for its own wilful misconduct and gross negligence. The Trustee will not be liable for any act or default on the part of any agent employed by it or a co-Trustee, or for having permitted any agent or co-Trustee to receive and retain any money payable to the Trustee, except as aforesaid.

10.4 Reliance Upon Declarations, Opinions, etc.

In the exercise of its rights, duties and obligations hereunder the Trustee may, if acting in good faith, rely, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates furnished pursuant to any covenant, condition or requirement of this Indenture or required by the Trustee to be furnished to it in the exercise of its rights and duties hereunder, if the Trustee examines such statutory declarations, opinions, reports or certificates and determines that they comply with Section 10.5, if applicable, and with any other applicable requirements of this Indenture. The Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Trustee may rely on an Opinion of Counsel satisfactory to the Trustee notwithstanding that it is delivered by a solicitor or firm which acts as solicitors for the Corporation.

The Trustee shall have no obligation to ensure or verify compliance with any applicable laws or regulatory requirements on the issue or transfer of any Notes provided such issue or transfer is effected in accordance with the terms of this Indenture. The Trustee shall be entitled to process all transfers and redemptions upon the presumption that such transfer and redemption is permissible pursuant to all applicable laws and regulatory requirements if such transfer and redemption is effected in accordance with the terms of this Indenture. The Trustee shall have no obligation, other than to confer with the Corporation and its Counsel, to ensure that legends appearing on the Notes comply with regulatory requirements or securities laws or any applicable jurisdiction.

10.5 Evidence and Authority to Trustee, Opinions, etc.

The Corporation shall furnish to the Trustee evidence of compliance with the conditions precedent provided for in this Indenture relating to any action or step required or permitted to be taken by the Corporation or the Trustee under this Indenture or as a result of any obligation imposed under this Indenture, including without limitation, the certification and delivery of Notes hereunder, the satisfaction and discharge of this Indenture and the taking of any other action to be taken by the Trustee at the request of or on the application of the Corporation, forthwith if and when (a) such evidence is required by any other Section of this Indenture to be furnished to the Trustee in accordance with the terms of this Section 10.5, or (b) the Trustee, in the exercise of its rights and duties under this Indenture, gives the Corporation written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.

Such evidence shall consist of:

(a) a Certificate stating that any such condition precedent has been complied with in accordance with the terms of this Indenture;

(b) in the case of a condition precedent compliance with which is, by the terms of this Indenture, made subject to review or examination by a solicitor, an Opinion of Counsel that such condition precedent has been complied with in accordance with the terms of this Indenture; and

(c) in the case of any such condition precedent compliance with which is subject to review or examination by auditors or accountants, an opinion or report of the auditor of the Corporation whom the Trustee for such purposes hereby approves, that such condition precedent has been complied with in accordance with the terms of this Indenture.

Whenever such evidence relates to a matter other than the certificates and delivery of Notes and the satisfaction and discharge of this Indenture, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, engineer or appraiser or any other Person whose qualifications give authority to a statement made by him, provided that if such report or opinion is furnished by a director, officer or employee of the Corporation, it shall be in the form of a statutory declaration. Such evidence shall be, so far as appropriate, in accordance with the immediately preceding paragraph of this Section 10.5.

Each statutory declaration, certificate, opinion or report with respect to compliance with a condition precedent provided for in this Indenture shall include (a) a statement by the Person giving the evidence that he has read and is familiar with those provisions of this Indenture relating to the condition precedent in question, (b) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in such evidence are based, (c) a statement that, in the belief of the Person giving such evidence, he has made such examination or investigation as is necessary to enable him to make the statements or give the opinions contained or expressed therein, and (d) a statement whether in the opinion of such Person the conditions precedent in question have been complied with or satisfied.

The Corporation shall furnish or cause to be furnished to the Trustee at any time if the Trustee reasonably so requires, its certificate that the Corporation has complied with all covenants, conditions or other requirements contained in this Indenture, the non-compliance with which would, with the giving of notice or the lapse of time, or both, or otherwise, constitute an Event of Default, or if such is not the case, specifying the covenant, condition or other requirement which has not been complied with and giving particulars of such non-compliance. The Corporation shall, whenever the Trustee so requires, furnish the Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Trustee as to any action or step required or permitted to be taken by the Corporation or as a result of any obligation imposed by this Indenture.

The Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

10.6 Officers' Certificates Evidence

Except as otherwise specifically provided or prescribed by this Indenture, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Trustee, if acting in good faith, may rely upon an Officers' Certificate.

10.7 Experts, Advisers and Agents

The Trustee may:

(a) employ or retain and act and rely on the opinion or advice of or information obtained from any solicitor, auditor, valuer, engineer, surveyor, appraiser or other expert, whether obtained by the Trustee or by the Corporation, or otherwise, and shall not be liable for acting, or refusing to act, in good faith on any such opinion or advice and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid; and

(b) employ such agents and other assistants as it may reasonably require for the proper discharge of its duties hereunder, and may pay reasonable remuneration for all services performed for it (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the trusts hereof and any solicitors employed or consulted by the Trustee may, but need not be, solicitors for the Corporation.

10.8 Trustee May Deal in Notes

Subject to Sections 10.1 and 10.3, the Trustee may, in its personal or other capacity, buy, sell, lend upon and deal in the Notes and generally contract and enter into financial transactions with the Corporation or otherwise, without being liable to account for any profits made thereby.

10.9 Investment of Monies Held by Trustee

Unless otherwise provided in this Indenture, upon receipt of a direction from the Corporation, the Trustee shall invest funds held by the Trustee in its capacity as trustee hereunder in Authorized Investments in its name in accordance with such direction. Any direction from the Corporation to the Trustee shall be in writing and shall be provided to the Trustee no later than 9:00 a.m. (Toronto time) on the day on which the investment is to be made. Any such direction received by the Trustee after 9:00 a.m. (Toronto time) or received on a day that is not a Business Day, shall be deemed to have been given prior to 9:00 a.m. (Toronto time) on the next Business Day. Any direction from the Corporation for the release of the funds must be received prior to 11:00 a.m. (Toronto time) on the day on which the release of funds is to be made. Any such direction for the release of funds received after 11:00 a.m. (Toronto time) or on a day that is not a Business Day, will be handled on a commercially reasonable efforts basis and may result in funds being released on the next Business Day. For the purposes hereof, "Authorized Investments" means short term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada or a Province or a Canadian chartered bank (which may include an Affiliate or related party of the Trustee) provided that such obligation is rated at least R1 (middle) by DBRS or an equivalent rating at an equivalent rating service.

In the event that the Trustee does not receive a direction or only a partial direction, the Trustee may hold cash balances constituting part or all of the fund and may, but need not, invest the same in its deposit department, the deposit department of one of its Affiliates, or the deposit department of a Canadian chartered bank or one of its affiliates; but the Trustee, its Affiliates or a Canadian chartered bank shall not be liable to account for any profit to any parties to this Indenture or to any other person or entity other than at a rate, if any, established from time to time by the Trustee, its Affiliates or a Canadian chartered bank. For the purpose of this Section, "Affiliate" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario); and includes The Bank of New York Mellon and its Affiliates.

Unless (i) otherwise provided in his Indenture, or (ii) the Trustee shall have declared the principal of and Premium, if any, and interest on the Notes to be due and payable, the Trustee shall pay over to the Corporation all interest received by the Trustee in respect of any investments or deposits made pursuant to the provisions of this Section 10.9.

10.10 Trustee Not Ordinarily Bound

Except as provided in Section 6.2 and Section 6.12 and as otherwise specifically provided herein, the Trustee shall not, subject to Section 10.3, be bound to give notice to any Person of the execution hereof, nor to do, observe or perform or see to the observance or performance by the Corporation of any of the obligations herein imposed upon the Corporation or of the covenants on the part of the Corporation herein contained, nor in any way to supervise or interfere with the conduct of the Corporation's business, unless the Trustee shall have been required to do so in writing by the holders of not less than 25% of the aggregate principal amount of the Notes then outstanding or by any Noteholder Resolution or Extraordinary Noteholder Resolution passed in accordance with the provisions contained in Article 8, and then only after it shall have been funded and indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

10.11 Trustee Not Required to Give Security

The Trustee shall not be required to give any bond or security in respect of the execution of the trusts and powers of this Indenture or otherwise in respect of the premises.

10.12 Trustee Not Bound to Act on Corporation's Request

Except as in this Indenture otherwise specifically provided, the Trustee shall not be bound to act in accordance with any direction or request of the Corporation until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be empowered to act upon any such copy purporting to be authenticated and believed by the Trustee to be genuine.

10.13 Conditions Precedent to Trustee's Obligations to Act Hereunder

The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Trustee and of the Noteholders hereunder shall be conditional upon the Noteholders furnishing when required by notice in writing by the Trustee, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Trustee to protect and hold harmless the Trustee against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified as aforesaid.

The Trustee may, before commencing or at any time during the continuance of any such act, action or proceeding require the Noteholders at whose instance it is acting to deposit with the Trustee the Notes held by them for which Notes the Trustee shall issue receipts.

10.14 Authority to Carry on Business

The Trustee represents to the Corporation that at the date of execution and delivery by it of this Indenture it is authorized to carry on the business of a trust company in the Province of Ontario but if, notwithstanding the provisions of this Section 10.14, it ceases to be so authorized to carry on business, the validity and enforceability of this Indenture and the securities issued hereunder shall not be affected in any manner whatsoever by reason only of such event, but the Trustee shall, within 90 days after ceasing to be authorized to carry on the business of a trust company in the Province of Ontario, either become so authorized or resign in the manner and with the effect specified in Section 10.2.

10.15 Compensation and Indemnity

(a) The Corporation shall pay to the Trustee from time to time compensation for its services hereunder as agreed separately by the Corporation and the Trustee, and shall pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration or execution of its duties under this Indenture (including the reasonable and documented compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter until all duties of the Trustee under this Indenture shall be finally and fully performed. The Trustee's compensation shall not be limited by any law on compensation of a Trustee of an express trust.

(b) The Corporation hereby indemnifies and saves harmless the Trustee and its directors, officers, employees and shareholders from and against any and all loss, damages, charges, expenses, claims, demands, actions or liability whatsoever which may be brought against the Trustee or which it may suffer or incur as a result of or arising out of the performance of its duties and obligations hereunder save only in the event of the gross negligence, willful misconduct or bad faith of the Trustee. This indemnity will survive the termination or discharge of this Indenture and the resignation or removal of the Trustee. The Trustee shall notify the Corporation promptly of any claim for which it may seek indemnity. The Corporation shall defend the claim and the Trustee shall co-operate in the defence. The Trustee may have separate counsel and the Corporation shall pay the reasonable fees and expenses of such counsel. The Corporation need not pay for any settlement made without its consent, which consent must not be unreasonably withheld. In no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of business, goodwill, opportunity or profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. This indemnity shall survive the resignation or removal of the Trustee or the discharge of this Indenture.

(c) The Corporation need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through gross negligence or bad faith.

10.16 Acceptance of Trust

The Trustee hereby accepts the trusts in this Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law in trust for the various Persons who shall from time to time be Noteholders, subject to all the terms and conditions herein set forth.

ARTICLE 11
SUPPLEMENTAL INDENTURES

11.1 Supplemental Indentures

Subject to the provisions of this Indenture, from time to time the Trustee and the Corporation, may, and they shall when required by this Indenture, execute, acknowledge and deliver by their proper officers, Supplemental Indentures which thereafter shall form part of this Indenture, for any one or more of the following purposes:

(a) adding to the covenants of the Corporation herein contained for the protection of the Noteholders, or providing for events of default, in addition to those herein specified;

(b) securing the Notes in order to meet the requirements of Section 5.7 or otherwise, including if applicable to enter into or confirm such intercreditor, priority or security sharing arrangements or agreements as may be necessary or desirable, in the Opinion of Counsel, in order to ensure that the Notes then outstanding are equally and rateably secured with, or secured in priority to, any Lien referred to in the preamble to Section 5.7;

(c) making such amendments not inconsistent with this Indenture as may be necessary or desirable with respect to matters or questions arising hereunder, including the making of any modifications in the form of the Notes which do not affect the substance thereof and which in the opinion of the Trustee relying on an Opinion of Counsel will not be materially prejudicial to the interests of the Noteholders;

(d) rectifying typographical, clerical or other manifest errors contained in this Indenture or any Supplemental Indenture, or making any modification to this Indenture or any Supplemental Indenture if an Opinion of Counsel states that such rectification or modification is of a formal, minor or technical nature and that are not materially prejudicial to the interests of the holders of Notes;

(e) evidencing the succession, or successive successions, of others to the Corporation and any Guarantor of the covenants of and obligations assumed by any such successor in accordance with the provisions of this Indenture;

(f) giving effect to any Extraordinary Noteholder Resolution passed as provided in Article 8 (if consented to by the Corporation);

(g) giving effect to any unanimous approval by Noteholders under Section 8.12 (if consented to by the Corporation);

(h) modifying, amending or eliminating any of the terms of this Indenture, provided, that no such modification, amendment or elimination will be effective with respect to any Notes which are outstanding at the time of such modification, amendment or elimination;

(i) for the purpose identified in Section 13.1; and

(j) for any other purpose not inconsistent with the terms of this Indenture, provided that in the opinion of the Trustee (relying on an Opinion of Counsel) the rights of neither the Noteholders nor the Trustee are materially prejudiced thereby.

11.2 Idem

Except in respect of Supplemental Indentures for the purposes specified in Sections 11.1(f) and (g), it is not necessary for the Noteholders to consent to a Supplemental Indenture to be executed, acknowledged and delivered hereunder.

Guarantors shall only be required to execute, acknowledge and deliver a Supplemental Indenture to the extent the Supplemental Indenture amends or supplements Article 13 or is a Supplemental Indenture to which the applicable Guarantor is a party.

Further to Section 11.1, upon the written request of the Corporation accompanied by a Board Resolution authorizing the execution of any such Supplemental Indenture, and if applicable, a certified authorizing resolution from applicable Guarantors, and upon receipt by the Trustee of an Officers' Certificate of the Corporation and an Opinion of Counsel stating that such Supplemental Indenture complies with this Article 11, the Trustee shall join with the Corporation and the Guarantors (as applicable) in the execution of any Supplemental Indenture authorized or permitted by the terms of this Indenture, and make any further appropriate agreements and stipulations that may be therein contained, provided, however, that the Trustee shall not be obligated to enter into such Supplemental Indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

ARTICLE 12
NOTICES

12.1 Notice to the Corporation and Guarantors

Any notice to the Corporation and any Guarantor under the provisions of this Indenture shall be valid and effective if delivered to the Corporation (for itself and all Guarantors) at: Corus Quay, 25 Dockside Drive, Toronto, Ontario, M5A 0B5, Attention: General Counsel, and a copy delivered to Fraser Milner Casgrain LLP, 1500, 850 – 2nd Street SW, Calgary, Alberta, T2P 0R8, Attention: William K. Jenkins, or if given by registered letter, postage prepaid, to such offices and so addressed and if mailed, shall be deemed to have been effectively given three days following the mailing thereof. The Corporation may from time to time notify the Trustee in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Corporation and each Guarantor for all purposes of this Indenture.

12.2 Notice to Noteholders

All notices to be given hereunder with respect to the Notes shall be deemed to be validly given to the holders thereof if delivered to the holders at their addresses appearing in any of the registers hereinbefore mentioned, or if sent by first class mail, postage prepaid, by letter or circular addressed to such holders at their post office addresses appearing in any of the registers hereinbefore mentioned and, if mailed, shall be deemed to have been effectively given three days following the day of mailing. Accidental error or omission in giving notice or accidental failure to mail notice to any Noteholder or the inability of the Corporation to give or mail any notice due to anything beyond the reasonable control of the Corporation shall not invalidate any action or proceeding founded thereon.

If any notice given in accordance with the foregoing paragraph would be unlikely to reach the Noteholders to whom it is addressed in the ordinary course of post by reason of an interruption in mail service, whether at the place of dispatch or receipt or both, the Corporation shall give such notice by publication at least once in the City of Toronto, such publication to be made in a daily newspaper of general circulation in the City of Toronto.

Any notice given to Noteholders by publication shall be deemed to have been given on the day on which publication shall have been effected at least once in a newspaper in which publication was required.

All notices with respect to any Note may be given to whichever one of the holders thereof (if more than one) is named first in the registers hereinbefore mentioned, and any notice so given shall be sufficient notice to all holders of any Persons interested in such Note.

12.3 Notice to Trustee

Any notice to the Trustee under the provisions of this Indenture shall be valid and effective if delivered to the Trustee at its principal office in the City of Toronto, at 320 Bay Street, 11th Floor, Toronto, Ontario, M5H 4A6, Attention: Corporate Trust Administration, or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given three days following the mailing thereof. The Trustee may from time to time notify the Corporation in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Trustee for purposes of notices from the Corporation, the Guarantors and the Noteholders.

The Trustee shall also be entitled to treat a facsimile, pdf or e-mail communication or communication by other similar electronic means in a form satisfactory to the Trustee ("**Electronic Methods**") from a person purporting to be (and whom such Trustee, acting reasonably, believes in good faith to be) the authorized representative of the Corporation, as sufficient instructions and authority of the Corporation for the Trustee to act and shall have no duty to verify or confirm that person is so authorized. The Corporation shall send such communications to the Trustee by facsimile at (416) 360-1711, or to such facsimile numbers or e-mail addresses as may be provided from time to time. The Trustee shall have no liability for any losses, liabilities, costs or expenses incurred by it as a result of such reliance upon or compliance with such instructions or directions. The Corporation agrees: (i) to assume all risks arising out of the use of Electronic Methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Corporation; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

12.4 Mail Service Interruption

If by reason of any interruption of mail service, actual or threatened, any notice to be given to the Corporation, the Guarantors or the Trustee would reasonably be unlikely to reach its destination by the time notice by mail is deemed to have been given pursuant to Section 12.1 or Section 12.3, such notice shall be valid and effective only if delivered at the appropriate address in accordance with Section 12.1 or Section 12.3.

ARTICLE 13
GUARANTEE

13.1 Application

The provisions of this Guarantee shall apply to each Restricted Subsidiary that is required to issue a Guarantee of the Notes pursuant to Section 5.9 and shall not apply in any other circumstance. A Restricted Subsidiary that is required pursuant to Section 5.9 to issue a Guarantee in form and substance substantially similar to the Guarantee set forth in this Article 13 may elect to be bound by this Guarantee in Article 13 by executing a Supplemental Indenture.

13.2 Guarantees

(a) Each Guarantor hereby, jointly and severally, fully, absolutely, unconditionally and irrevocably guarantees, to each holder of a Note, and to the Trustee in its individual capacity and on behalf of each Noteholder, the punctual payment and performance when due of all Indenture Obligations which, for purposes of its Guarantee, shall also be deemed to include all commissions, fees, charges, costs and other expenses (including reasonable legal fees and disbursements of Counsel) arising out of or incurred by the Trustee or the Noteholders in connection with the enforcement of any Guarantee and agrees to indemnify and hold harmless each Noteholder and the Trustee from all losses, damages, costs, expenses and liabilities suffered or incurred by the Noteholders and the Trustee resulting or arising from or relating to any failure by the Corporation to unconditionally and irrevocably pay in full or fully perform the Indenture Obligations as and when due provided that the amount of such indemnification shall not exceed the amount of such Indenture Obligations. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Indenture Obligations and would be owed by the Corporation to such Noteholder or the Trustee under the Notes or this Indenture but for the fact that they are unenforceable, reduced, limited, suspended or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Corporation.

(b) Each Guarantor and, by its acceptance hereof, each Noteholder hereby confirms that it is the intention of all such parties that the guarantee by such Guarantor pursuant to its Guarantee not constitute a fraudulent transfer or conveyance for purposes of any of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other Canadian federal or provincial law relating to the relief of debtors, the *Fraudulent Conveyances Act* (Ontario) or other Canadian or United States federal, provincial or state law or the provisions of its local law relating to fraudulent transfer or conveyance. To effectuate the foregoing intention, the Noteholders and each Guarantor hereby irrevocably agree that the obligations of such Guarantor under its Guarantee shall be limited to the maximum amount as shall, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to paragraph (c) of this Section 13.2, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under any such federal, provincial or state law.

(c) In order to provide for just and equitable contribution among the Guarantors, the Guarantors agree, *inter se* and not for the purpose of limiting the full, absolute, unconditional and irrevocable nature of their Guarantee) that in the event any payment or distribution is made by any Guarantor (a "**Funding Guarantor**") under its Guarantee, such Funding Guarantor shall be entitled to a contribution from each other Guarantor (if any) in a *pro rata* amount based on the Adjusted Net Assets of each Guarantor (including the Funding Guarantor) for all payments, damages and expenses incurred by the Funding Guarantor in discharging the Indenture Obligations of the Corporation or any other Guarantor's obligations with respect to its Guarantee. "**Adjusted Net Assets**" of such Guarantor at any date shall mean the lesser of:

(i) the amount by which the fair value of the property of such Guarantor exceeds the total amount of liabilities, including, without limitation, contingent liabilities (after giving effect to all other fixed and contingent liabilities incurred or assumed on such date), but excluding liabilities under the Guarantee of such Guarantor at such date; and

(ii) the amount by which the present fair saleable value of the assets of such Guarantor at such date exceeds the amount that shall be required to pay the probable liability of such Guarantor on its debts (after giving effect to all other fixed and contingent liabilities incurred or assumed on such date), excluding debt in respect of the Guarantee, as they become absolute and matured.

13.3 Guarantee Absolute

Each Guarantor guarantees that the Notes shall be paid or performed strictly in accordance with the terms of the Notes and this Indenture, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Noteholder with respect thereto. The obligations of each Guarantor under its Guarantee are independent of the obligations of the Corporation under the Notes and this Indenture, and a separate action or actions may be brought and prosecuted against such Guarantor to enforce its Guarantee, irrespective of whether any action is brought against the Corporation or any other Guarantor or whether the Corporation or any other Guarantor is joined in any such action or actions. The liability of each Guarantor under its Guarantee shall be absolute and unconditional and the liability and obligations of such Guarantor hereunder shall not be released, discharged, mitigated, waived, impaired or affected in whole or in part by:

(a) any lack of validity or enforceability of this Indenture or the Notes with respect to the Corporation or any Guarantor or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Indenture Obligations, or any other amendment or waiver of or any consent to departure from this

Indenture, including any increase in the Indenture Obligations resulting from the extension of additional credit to the Corporation or otherwise;

(c) the failure to give notice to the Guarantor of the occurrence of a Default under the provisions of this Indenture or the Notes;

(d) any taking, release or amendment or waiver of or consent to departure from any other Guarantee, for all or any of the Indenture Obligations;

(e) any failure, omission, delay by or inability on the part of the Trustee or the Noteholders to assert or exercise any right, power or remedy conferred on the Trustee or the Noteholders in this Indenture or the Notes;

(f) any change in the corporate structure, or termination, dissolution, amalgamation, consolidation or merger of the Corporation or any Guarantor with or into any other Person, the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets of the Corporation or any Guarantor, the marshalling of the assets and liabilities of the Corporation or any Guarantor, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with the creditors, or readjustment of, or other similar proceedings affecting the Corporation or any Guarantor, or any of the assets of any of them;

(g) the assignment of any right, title or interest of the Trustee or any Noteholder or Beneficial Noteholder in this Indenture or the Notes to any other Person; or

(h) any other event or circumstance (including any statute of limitations), whether foreseen or unforeseen and whether similar or dissimilar to any of the foregoing, that might otherwise constitute a defense available to, or a discharge of, the Corporation or a Guarantor, other than payment in full of the Indenture Obligations; it being the intent of each Guarantor that its obligations hereunder shall not be discharged except by payment of all amounts owing pursuant to this Indenture or the Notes.

The Guarantee of each Guarantor shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Indenture Obligations is rescinded or must otherwise be returned by any Noteholder or the Trustee upon the insolvency, bankruptcy or reorganization of the Corporation or otherwise, all as though such payment had not been made. Each Guarantor further agrees, to the fullest extent that it may lawfully do so, that, as between such Guarantor, on the one hand, and the Noteholders and the Trustee, on the other hand: (i) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of this Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby; and (ii) in the event of any acceleration of such obligations as provided in Article 6, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

13.4 Waivers

(a) Each Guarantor hereby expressly waives (to the extent permitted by applicable law) notice of the acceptance of its Guarantee and notice of the existence, renewal, extension or the non-performance, non-payment, or non-observance on the part of the Corporation of any of the terms, covenants, conditions and provisions of this Indenture or the Notes or any other notice whatsoever to or upon the Corporation or such Guarantor with respect to the Indenture Obligations. Each Guarantor hereby acknowledges communication to it of the terms of this Indenture and the Notes and all of the provisions herein contained and consents to and approves the same. Each Guarantor hereby expressly waives (to the extent permitted by law) diligence, presentment and protest.

(b) Without prejudice to any of the rights or recourse which the Trustee or the Noteholders may have against the Corporation, each Guarantor hereby expressly waives (to the extent permitted by law) any right to require the Trustee or the Noteholders to:

(i) initiate or exhaust any rights, remedies or recourse against the Corporation, any Guarantor or any other Person;

(ii) value, realize upon, or dispose of any security of the Corporation or any other Person held by the Trustee or the Noteholders; or

(iii) initiate or exhaust any other remedy which the Trustee or the Noteholders may have in law or equity,

before requiring, becoming entitled to or demanding payment from such Guarantor under this Guarantee.

13.5 Subrogation

Each Guarantor shall not exercise any rights that it may acquire by way of subrogation under this Guarantee, by any payment made hereunder or otherwise, until all the Indenture Obligations shall have been paid in full. If any amount shall be paid to any Guarantor on account of any such subrogation rights at any time when all the Indenture Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of the Noteholders and the Trustee and shall forthwith be paid to the Trustee, on behalf of the Noteholders, to be credited and applied to the Indenture Obligations, whether matured or unmatured.

13.6 No Waiver; Remedies

No failure on the part of any Noteholder or the Trustee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

13.7 Continuing Guarantee; No Right of Set-Off; Independent Obligation

(a) This Guarantee is a continuing guarantee of the payment and performance of all Indenture Obligations and shall remain in full force and effect until the payment in full of all of the Indenture Obligations and all other amounts payable under this Guarantee and shall apply to and secure any ultimate balance due or remaining unpaid to the Trustee or the Noteholders under this Indenture or the Notes; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or from time to time of any sum of money for the time being due or remaining unpaid to the Trustee or the Noteholders.

(b) Each Guarantor hereby guarantees that the Indenture Obligations shall be paid to the Trustee without set off or counterclaim or other reduction whatsoever (whether for taxes, withholding or otherwise) in lawful currency of Canada.

(c) Each Guarantor guarantees that the Indenture Obligations shall be paid strictly in accordance with their terms regardless of any lack of validity or enforceability of any of such terms or the rights of the Noteholders with respect thereto.

(d) Each Guarantor’s liability to pay or perform or cause the performance of the Indenture Obligations under this Guarantee shall arise forthwith after demand for payment or performance by the Trustee has been given to such Guarantor in the manner prescribed in this Indenture.

13.8 Guarantors May Consolidate, Etc., on Certain Terms

(a) Nothing contained in this Indenture or in any of the Notes shall prevent any amalgamation, consolidation or merger of a Guarantor with or into the Corporation or another Guarantor or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Corporation or another Guarantor, which amalgamation, consolidation, merger, sale or conveyance is otherwise in accordance with the terms of this Indenture.

(b) Other than as set forth in Section 13.8(a) or 13.9(a), no Guarantor may amalgamate, consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person or convey, sell, assign, transfer, lease or otherwise dispose of its properties or assets substantially as an entirety to any other Person whether or not affiliated with such Guarantor unless:

(i) subject to the provisions of Section 13.9, the Person formed by or surviving such consolidation or merger (if other than such Guarantor) or to which such properties and assets are transferred assumes all of the obligations of such Guarantor under this Indenture and its Guarantee, pursuant to a Supplemental Indenture in form and substance satisfactory to the Trustee and is a corporation, partnership, limited liability company or trust duly organized and validly existing under the laws of Canada or any province thereof or the United States, any state thereof, or the District of Columbia; and

(ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

13.9 Releases

(a) In the event of:

(i) a conveyance, sale, assignment, transfer or other disposition of all of the Capital Stock of a Guarantor to any Person (by way of amalgamation, merger, consolidation or otherwise) or all or substantially all of the assets of a Guarantor to any Person (by way of amalgamation, merger, consolidation or otherwise); or

(ii) the release or discharge of the guarantee that resulted in the creation of the Guarantee pursuant to Section 5.9, except a discharge or release by or as a result of payment under such guarantee;

then such Guarantor (or Person acquiring such assets in the event of a sale or other disposition of all of the assets of such Guarantor) shall be deemed automatically and unconditionally released from and discharged from all of its obligations under this Article 13 and its Guarantee without any further action required on the part of the Trustee or any Noteholder; provided that, in the event a transaction referred to in (i) triggers the requirement to make an Asset Sale Offer, the Net Available Proceeds of such conveyance, sale, assignment, transfer or other disposition are applied in accordance with Section 5.11.

(b) Any Guarantor that is designated by the Corporation as an Unrestricted Subsidiary, or ceases to be a Subsidiary of the Corporation in accordance with the terms of this Indenture may, at such time, at the option of the Corporation, be released and relieved of its obligations under its Guarantee.

(c) Concurrently with the defeasance of the Notes under Section 7.6, or the release and discharge of this Indenture under Article 7, the Guarantors shall be released from all their obligations under their Guarantees under this Article 13.

(d) The Corporation shall deliver to the Trustee an appropriate instrument evidencing such release accompanied by an Officers' Certificate certifying as to the compliance with the appropriate provision of this Section 13.9. Any Guarantor not so released shall remain liable for the full amount of principal of and interest on the Securities as provided in its Guarantee.

13.10 Severability

In case any provision of this Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE 14
EXECUTION AND FORMAL DATE

14.1 Execution

This Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

14.2 Formal Date

For the purpose of convenience this Indenture may be referred to as bearing the formal date of the 11th day of February 2013 irrespective of the actual date of execution hereof.

[Signature Page on Next Page.]

IN WITNESS WHEREOF the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf.

CORUS ENTERTAINMENT INC.

Per: (signed) "*John Cassaday*"

Per: (signed) "*Thomas C. Peddie*"

BNY TRUST COMPANY OF CANADA

Per: (signed) "*J. Steven Broude*"

The following parties have executed this Indenture in their capacities as Guarantors under this Indenture.

Corus Audio & Advertising Services Ltd.	**OWN Inc.**	**7596596 Canada Inc.**
Corus Premium Television Ltd.	**United Broadcast Sales Limited**	**1078959 Ontario Inc.**
Corus Radio Company	**W Network Inc.**	**1078960 Ontario Inc.**
CKIK-FM Limited	**YTV Canada, Inc.**	**1078961 Ontario Inc.**
Country Music Television Ltd.	**YTV Productions Inc.**	**1421711 Ontario Inc.**
Encore Avenue Ltd.	**3412831 Canada Inc.**	**0591812 B.C. Ltd.**
Kids Can Press Ltd.	**3470644 Canada Inc.**	**591804 B.C. Ltd.**
Movie Central Ltd.	**4032942 Canada Inc.**	**591987 B.C. Ltd.**
Nelvana Enterprises Inc.	**4383494 Canada Inc.**	**591989 B.C. Ltd.**
Nelvana Limited	**4537459 Canada Inc.**	**624723 B.C. Ltd.**
Nelvana Marketing Inc.	**7202342 Canada Inc.**	
Nelvana Publishing Limited	**7202377 Canada Inc.**	

Per: (signed) "*Thomas C. Peddie*"

The Corus Investment Partnership, by its partners 3412831 Canada Inc. and Corus Entertainment Inc.

Per: (signed) "*Thomas C. Peddie*"

Nelvana International Limited

Per: (signed) "*Doug Murphy*"

SCHEDULE "A"

[Insert if applicable: UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO CORUS ENTERTAINMENT INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.]

[Insert if applicable: THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF CDS OR A NOMINEE OF CDS. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN CDS OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF NOTE AS A WHOLE BY CDS TO A NOMINEE OF CDS OR BY A NOMINEE OF CDS TO CDS OR ANOTHER NOMINEE OF CDS) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.]

[Insert if applicable: EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE DEPOSITARY FOR THE 4.25% SENIOR UNSECURED NOTES DUE 2020 OR TO A SUCCESSOR DEPOSITARY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.*]*

CORUS ENTERTAINMENT INC.

No. ● $●

CUSIP: •

ISIN: ●

4.25% SENIOR UNSECURED GUARANTEED NOTES DUE FEBRUARY 11, 2020

CORUS ENTERTAINMENT INC. (the "**Corporation**") for value received hereby acknowledges itself indebted and, subject to the provisions of the trust indenture dated as of February 11, 2013 (the "**Indenture**") among the Corporation, its Guarantors from time to time and BNY Trust Company of Canada (the "**Trustee**"), promises to pay to the registered holder hereof on February 11, 2020 (the "**Maturity Date**") or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture the principal sum of • Dollars ($•) in lawful money of Canada on presentation and surrender of this Note at the main branch of the Trustee in Toronto, Ontario, in accordance with the terms of the Indenture and, subject as hereinafter provided, to pay interest on the principal amount hereof from the date hereof, or from the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever is later, at the rate of 4.25% per annum, in like money, in arrears in equal semi-annual installments on August 11 and February 11 in each year commencing on August 11, 2013 and the last payment (representing interest payable from the last Interest Payment Date to, but excluding, the Maturity Date) to fall due on the Maturity Date and, should the Corporation at any time make default in the payment of any principal or interest, to pay interest on the amount in default at the same rate, in like money and on the same dates.

Interest hereon shall be payable by cheque mailed by prepaid ordinary mail or by electronic transfer of funds to the registered holder hereof and, subject to the provisions of the Indenture, the mailing of such cheque or the electronic transfer of such funds shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Note.

This Note is one of the Notes of the Corporation issued under the provisions of the Indenture. The Notes authorized for issue under the Indenture are limited to an aggregate principal amount of $550,000,000 in lawful money of Canada. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which this Note and other Notes are issued and held and the rights and remedies of the holder of this Note and other Notes and of the Corporation and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth and to all of which provisions the holder of this Note by acceptance hereof assents.

The Notes are issuable only in denominations of $1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Notes of any denomination may be exchanged for an equal aggregate principal amount of Notes in any other authorized denomination or denominations.

This Note may be redeemed at the option of the Corporation on the terms and conditions set out in the Indenture at the Redemption Price therein.

Upon the occurrence of a Change of Control of the Corporation, the holders may require the Corporation to repurchase such holder's Notes, in whole or in part, at a purchase price in cash equal to 101% of the principal amount of such Notes, plus accrued and unpaid interest, if any, to the date of purchase.

The indebtedness evidenced by this Note, and by all other Notes now or hereafter certified and delivered under the Indenture, is a direct senior unsecured obligation of the Corporation. This Note, and all other Notes now or hereafter certified under the Indenture, will have the benefit of certain Guarantees provided by those Restricted Subsidiaries of the Corporation who become and remain Guarantors, all in accordance with and subject to the provisions of the Indenture.

The right is reserved to the Corporation to purchase Notes for cancellation in accordance with the provisions of the Indenture.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Indenture contains provisions making binding upon all holders of Notes outstanding thereunder resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Notes outstanding, which resolutions or instruments may have the effect of amending the terms of this Note or the Indenture.

This Note may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal office of the Trustee in the City of Toronto and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Trustee may designate. No transfer of this Note shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Note for cancellation. Thereupon a new Note or Notes in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Note shall not become obligatory for any purpose until it shall have been certified by the Trustee under the Indenture.

This Note and the Indenture are governed by, and are to be construed and enforced in accordance with, the laws of the Province of Ontario.

Capitalized words or expressions used in this Note shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

IN WITNESS WHEREOF CORUS ENTERTAINMENT INC. has caused this Note to be signed by its authorized representatives as of the ● day of ●, ●.

CORUS ENTERTAINMENT INC

Per: ____

Per: ____

TRUSTEE'S CERTIFICATE

This Note is one of the 4.25% Senior Unsecured Guaranteed Notes due 2020 referred to in the Indenture within mentioned.

BNY TRUST COMPANY OF CANADA

Per: ______________________________

REGISTRATION PANEL

(No writing hereon except by Trustee or other registrar)

Date of Registration	In Whose Name Registered	Signature of Trustee or Registrar

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ___________________________________, whose address and social insurance number, if applicable, are set forth below, this Note (or $_______________ principal amount hereof*) of Corus Entertainment Inc. standing in the name(s) of the undersigned in the register maintained by the Corporation with respect to such Note and does hereby irrevocably authorize and direct the Trustee to transfer such Note in such register, with full power of substitution in the premises.

Dated: ____

Address of Transferee: ____
(Street Address, City, Province and Postal Code)

Social Insurance Number of Transferee, if applicable: _____________________________________

*If less than the full principal amount of the within Note is to be transferred, indicate in the space provided the principal amount (which must be $1,000 or an integral multiple thereof) to be transferred.

The signature(s) to this assignment must correspond with the name(s) as written upon the face of this Note in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by a Canadian chartered bank or trust company or by a member of an acceptable Medallion Guarantee Program. Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The registered holder of this Note is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of this Note.

Signature of Guarantor:

____
Authorized Officer

____
Signature of transferring registered holder

____
Name of Institution

EXHIBIT
TO CDS GLOBAL NOTE

CORUS ENTERTAINMENT INC.

4.25% SENIOR UNSECURED GUARANTEED NOTES DUE 2020

Initial Principal Amount: $● CUSIP: ●

Authorization: ______________________

ADJUSTMENTS

Date	Amount of Increase	Amount of Decrease	New Principal Amount	Authorization