

BETWEEN:

CTV TELEVISION INC. (and its affiliate AGINCOURT PRODUCTIONS INC.)
(collectively "CTV")

- and -

**ALLIANCE OF CANADIAN CINEMA,
TELEVISION AND RADIO ARTISTS
("ACTRA")**

LETTER OF AGREEMENT

WHEREAS since June 1, 1990, CTV and ACTRA have been parties to an Agreement governing the terms and working conditions for performers engaged by CTV for conventional programming produced by CTV (the "CTV Agreement").

WHEREAS the CTV Agreement was amended most recently on September 12, 2002 (the "2002 Agreement") and has been extended yearly and remains in force.

WHEREAS the CTV Agreement referred to above is governed by the Canada Labour Code and/or the Status of the Artist Act.

AND WHEREAS CTV and ACTRA desire that the Productions, as defined in paragraph 1 below, be governed by the terms and conditions that are no more or less favourable than those set forth in the agreement referred to in the industry as the 2010-2012 ACTRA Independent Production Agreement ("IPA").

NOW THEREFORE CTV and ACTRA agree to the following:

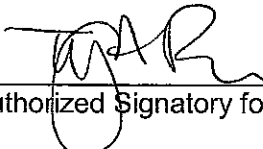
1. This Letter of Agreement shall apply exclusively to programming produced in-house by CTV for broadcast on conventional television and falling under Category 7 (Drama and Comedy), Category 8a (Music and Dance), and Category 9 (Variety) of the CRTC Television Program Categories and outlined in the attached Schedule A (the "Productions").
2. CTV recognizes ACTRA as the sole trade union representative for performers engaged by CTV for the Productions, save and except for the exclusions as outlined in Article 201 of the 2002 Agreement.
3. Subject to paragraphs 4 and 5 below, during the Term of this Letter of Agreement, for such Productions, CTV agrees to implement and match all of the terms and conditions contained within the IPA. These terms and conditions shall include, but are not limited to, the same administration fees payable under A3701 of the IPA – i.e.: one percent (1%) of gross performer revenue. The terms and conditions applicable to the Productions shall be no more or less favourable than

those applicable to productions governed by the IPA. For greater certainty, CTV shall be granted the same rights, rates and privileges as those offered to members of the Canadian Film & Television Production Association (the "CFTPA").


4. In order to maintain a uniform process for the resolution of disputes between CTV and ACTRA, any disputes over the interpretation, application, operation or alleged violation of this Letter of Agreement shall be determined in accordance with the complaints and grievance procedure contained in Article 11 of the CTV Agreement.
5. In order to maintain a uniform process for the extension or amendment of the agreements between CTV and ACTRA, the negotiation of any extension or amendment of this Letter of Agreement shall be conducted in accordance with Article 44 of the CTV Agreement.
6. The bargaining for the renewal of this Letter of Agreement shall be governed by the relevant provisions of the Canada Labour Code or of the Status of the Artist Act, as applicable. For greater certainty, the Negotiation Protocol contained in the IPA shall not apply to the process of bargaining the renewal of this Letter of Agreement.
7. This Letter of Agreement supplements the 2002 CTV Agreement. However, this Letter of Agreement can be enforced separately and independently from the 2002 CTV Agreement.
8. Save and except for the Productions as defined in paragraph 1, any other programming produced by CTV in accordance with the 2002 CTV Agreement, as amended or renewed by the parties, shall continue to be governed solely by that Agreement and shall not be subject to the terms of the Letter of Agreement.

This Letter of Agreement shall be effective as of the date it is executed until December 31, 2011 (the "Term"), subject to possible extensions or amendment in accordance with paragraph 4 above.

DATED this 25 th day of January 2010



Authorized Signatory for CTV



Authorized Signatory for ACTRA

Schedule A

Inc. Programs to be bound by this Letter of Agreement
(Pursuant to the CRTC Television Program Categories)

Category 7 – Drama and Comedy

Entertainment Productions of a fictional nature, including dramatizations of real events. They must be comprised primarily of (ie: more than 50%) dramatic performances.

Category 7 includes the following subcategories:

- a) On-going dramatic series
- b) On-going comedy series (sit-coms)
- c) Specials, mini-series and made for TV feature films
- d) Theatrical feature films aired on television
- e) Animated television programs and films (excludes computer graphic productions without story lines)
- f) Programs of comedy sketches, improvisations, unscripted works, stand up comedy
- g) Other drama, including but not limited to, reading, narratives, improvisations, tapes/films of live theatre not developed specifically for television, experimental shorts, video clips, continuous action animation (eg: puppet shows).

Category 8(a) – Music and Dance

Programs comprised primarily (ie: more than 50%) of live or pre-recorded performances of music and/or dance, including opera, operette, ballet and musicals. The performance portion excludes videoclips, voice-overs or musical performance used as background.

Category 9 – Variety

Programs containing primarily (ie more than 50%) performance of mixed character (eg: not exclusively music or comedy performances) consisting of a number of individual acts such as singing, dancing, acrobatic exhibitions, comedy sketches, m