



May 31, 2018

VIA FACSIMILE 1-416-923-7206

Canadian News Media Association
c/o Mr. John Hinds
37 Front Street
Suite 200
Toronto, Ontario
M3E 1B3

Re: Provincial Report and Invoice under Agreement (the "Agreement") dated March 31, 2007 among Her Majesty the Queen in Right of British Columbia (the "Province"), Black Press Group Ltd., Glacier Media Inc., the Globe and Mail Inc., Postmedia Network Inc., Sing Tao Newspapers (Canada 1988) Limited, Aberdeen Publishing Limited Partnership, Continental Newspapers Ltd. and TC Publication Limited Partnership.

Please find attached the Province of British Columbia's report for 2017 required under section 6.2 of the Agreement. As per the email communication between Doug Foster, on behalf of the Province, and John Kennedy, on behalf of the above named newspaper producers ("Participating Producers"), dated April 11, 2018, the Province's report is being provided by May 31, 2018.

The attached report indicates that based on audited newspaper volumes the amounts previously paid by Producing Producers to the Province are greater than amounts owed in respect of 2016 and 2017. Because the Trust originally contemplated by the Agreement has not been established, the excess will be held as a credit unless otherwise instructed.

Yours truly,

Bob McDonald

Director, Extended Producer Responsibility

cc: John Hinds via email 1-416-923-7206



BRITISH
COLUMBIA

INVOICE

INVOICE DATE YYYY/MM/DD 2018 3 31	CUSTOMER PURCHASE ORDER NO.	CUSTOMER ACCOUNT NO.	INVOICE NO. ESD-18-061	VENDOR HST REGISTRATION NO. R 107864738	
IN ACCOUNT WITH: <i>Use a No. 9 or 10 window envelope</i> Canadian News Media Association c/o Mr. John Hinds 37 Front Street Suite 200 Toronto, ON M3E 1B3 email: jhinds@newspaperscanada.ca			SHIPPED TO: Canadian News Media Association c/o Mr. John Hinds 37 Front Street Suite 200 Toronto, ON M3E 1B3		
			TERMS OF PAYMENT 30 NET CASH: DAYS	SHIPPING TERMS	
QUANTITY	DESCRIPTION OF GOODS/SERVICES	GST STATUS	UNIT PRICE	AMOUNT	
As required under the agreement between the Province and the newspaper parties the amount payable is calculated as:					
Article 3.1	\$5 per tonne x residential production volume of 21,499.53 tonnes in 2017			107,497.65	
Article 4.4	\$40 per tonne x residential production volume of 21,499.53			859,981.20	
Article 5.1	1/3 2016 Q4 Value in Kind (VIK)			126,782.55	
Mail Cheque or Money Order to : Client Services Natural Resources Serving Ministry of Environment Attn Christine McIntyre PO Box 9378 Stn Prov Govt Victoria BC V8W 9M1 Email: Christine.McIntyre@gov.bc.ca		NOTICE		SUB TOTAL	1,094,261.40
		<ul style="list-style-type: none">* Make cheque or money order payable to: Minister of Finance* Interest will be charged on overdue accounts in accordance with the applicable regulations* Do not mail cash* A service fee of \$30.00 minimum will be charged for dishonoured banking instruments* Please quote invoice number		POSTAGE/ SHIPPING CHARGES	N/A
				GST	N/A 0.00
				PST	N/A 0.00

AGREEMENT

AMONG:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, as represented by the Minister of Environment
(the “**Province**”)

AND:

Black Press Group Ltd.

AND:

Glacier Media Inc.

AND:

The Globe and Mail Inc.

AND:

Postmedia Network Inc.

AND:

Sing Tao Newspapers (Canada 1988) Limited

AND SUCH OTHER PARTIES AS HAVE ACCEDED TO THIS AGREEMENT PURSUANT
TO Article 16

(Collectively referred to as the “**Parties**”)

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AND SUCH OTHER PARTIES AS HAVE ACCEDED TO THIS AGREEMENT PURSUANT TO Article 16
(Collectively referred to as the “Parties”)

RECITALS

- A. Under the *Recycling Regulation* (the “Regulation”), producers of certain packaging and printed paper must either implement prescribed collection services or implement an approved product stewardship plan, either directly or through an agent.
- B. Some but not all producers of printed paper and packaging comply with the Regulation by having MMBC Recycling Inc. (“MMBC”) act as their agent in implementing an approved stewardship plan developed by MMBC.
- C. Under the terms of the approved stewardship plan which MMBC is implementing on behalf of its members, MMBC is required to collect and manage any printed paper and packaging, including newsprint, that is discarded through the system of depots, curb-side collection and multi-family collection funded or operated by MMBC.
- D. The Newspaper Producers who are parties to this Agreement (the “Participating Producers”) as of the date of this Agreement do not have a stewardship plan approved by the Director. The intent of this Agreement is to facilitate Participating Producers coming into compliance with the Regulation through this Agreement and an approved stewardship Plan.
- E. A goal of the Province is that stewardship services for PPP become available to as many communities in British Columbia as possible, in particular for those that wish such services.
- F. In order to help ensure the expansion of services provided by MMBC under its stewardship plan to a broader scope of communities in British Columbia, the Province has agreed to provide

contributions to MMBC in recognition of MMBC's ongoing costs without matching fees for the collection and management of newsprint for recycling.

- G. The Province's agreement with MMBC contemplates newspaper producers having an approved stewardship plan separate from the MMBC plan under which newsprint collected by MMBC will be collected under the approved newspaper producers' plan.
- H. The Participating Producers intend to comply with the Regulation by developing for approval by the director under the Regulation (the "Director"), a stewardship plan that covers newsprint produced or distributed in the province by Participating Producers, and seek to obtain approval of such plan by September 1, 2017.
- I. In preparation for implementing a stewardship plan that may be approved by the Director, and for eventually becoming fully compliant with the Regulation, the Participating Producers will, pursuant to this Agreement, contribute to the Province's costs under the agreement referred to in Recital F.
- J. As an express assumption in the stewardship plan to be submitted to the Director for approval, Participating Producers wish amounts of newsprint collected by MMBC to be considered to have been collected under the Participating Producers' stewardship plan from the date that such plan is approved and implemented.
- K. The Province supports in principle, as a temporary, interim, bridging measure, an arrangement whereby the Province makes contributions to MMBC in recognition of MMBC's ongoing costs without matching fees for the collection and management of newsprint for recycling; Participating Producers make contributions to the Province; and Participating Producers implement an approved stewardship plan under which newsprint collected by MMBC will be deemed to be collected under the approved newspaper producers' plan.

Wherefore, in consideration of the premises and mutual covenants and agreements herein, the Parties to this agreement agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 **Definitions.** In this Agreement, where the terms defined below are capitalized (other than capitalization required by punctuation) they have the meaning ascribed below.
- (a) "2016 Amount" means the lowest of the following, provided that if any of the following is negative the 2016 Amount is zero:
 - (i) the Adjusted Province Cash Advertising Amount for the period October 1, 2016 to December 31, 2016,
 - (ii) the Adjusted Province Cash Advertising Amount for 2016 less \$250,000,
 - (iii) the Residential Production Volume for all Participating Producers for 2016 multiplied by \$40;

- (b) "2016 Factor" means \$2.00 or such other amount that the Province estimates, acting reasonably and based on available information, will ensure that payments under section 8.1 in excess of \$45 per tonne of Residential Production Volume will be sufficient to cover the Participating Producers' obligations to pay the 2016 Amount as specified in section 5.1;
- (c) "Acceding Producer" means a Participating Producer who became a Participating Producer pursuant to section 16.4;
- (d) "Adjusted Province Cash Advertising Amount" subject to section 11.2, in relation to a calendar year or other period, means,
 - (i) where used in reference to an individual Participating Producer's Adjusted Province Cash Advertising Amount, the total of the following:
 - (A) Amounts Paid in Cash for Advertising purchased from that Participating Producers or its Affiliates, at Rate Card Rates during that period by Provincial Entities other than British Columbia Hydro and Power Authority; and
 - (B) 50% of all amounts Paid in Cash for Advertising purchased from that Participating Producer or its Affiliates at Rate Card Rates during that period by British Columbia Hydro and Power Authority;
 - (ii) in all other situations, the total of the following:
 - (A) Amounts Paid in Cash for Advertising purchased from all Participating Producers or their Affiliates, at Rate Card Rates during that period by Provincial Entities other than British Columbia Hydro and Power Authority; and
 - (B) 50% of all amounts Paid in Cash for Advertising purchased from Participating Producers or their Affiliates at Rate Card Rates during that period by British Columbia Hydro and Power Authority;
- (e) "Advertising" includes advertising in printed newspapers, newspaper inserts or digital media made available by the Participating Producers as determined at the option of Provincial Entities placing such advertising;
- (f) "Affiliate" means "affiliate" as defined in the *Business Corporations Act*;
- (g) "Agreement" means this agreement, including any Schedules hereto;
- (h) "Alternate Approved Stewardship Plan" means a stewardship plan for PPP, other than the Newspaper Plan, that has been approved by the Director under the Regulation;
- (i) "Cash Amount" means the amount owed in respect of a calendar year under section 3.1
- (j) "Category of PPP" means each of the categories of PPP identified in a paragraph of the definition of PPP, or such other categories of PPP to which the Parties agree in writing;

- (k) "Commencement Date" means March 31, 2017;
- (l) "Director" means the director under the Regulation;
- (m) "Discarded through the Residential Waste Stream" in relation to PPP, means all amounts of PPP that are discarded, in British Columbia, as trash, or collected, in British Columbia, for recycling, other than PPP collected as trash or recyclables from industrial, commercial or institutional locations, as determined in accordance with Schedule A;
- (n) "Event of Default" means an event of default under section 12.1;
- (o) "First Year" means a year in which the remainder of the Adjusted Province Cash Advertising Amount minus \$250,000 is less than the product of the total Residential Production Volume for all Participating Producers multiplied by \$40 per tonne;
- (p) "Gross Production Volume" means in respect of a calendar year or other period and a Participating Producer, the mass (Tonnes) of PPP for which that Producer or an Affiliate of that Producer is a producer under the Regulation including amounts that are Discarded through the Residential Waste Stream and amounts discarded or recycled through the commercial, industrial or institutional waste stream in British Columbia, but does not include any amount of PPP that is not distributed for sale or use in British Columbia;
- (q) "Newspaper Plan" means a stewardship plan for PPP submitted to the Director for approval by one or more Participating Producers, or an agent of Participating Producers, that relies primarily on the collection of PPP through the residential collection system that exists as of the date of this Agreement and is funded or implemented by MMBC Recycling Inc., but does not include a stewardship plan implemented by MMBC Recycling Inc. as agent for a Participating Producer;
- (r) "Newspapers' Representative" means the person designated by the Participating Producers under section 18.2;
- (s) "Notice of Accession" means a notice in the form specified in Schedule C;
- (t) "Original Producer" means a Participating Producer who was a party to this Agreement as of the Commencement Date;
- (u) "Paid in Cash", "Pay in Cash" or "Payment in Cash" includes payments by cheque, credit card and electronic transfer or other methods that are accepted by a Participating Producer or an Affiliate of a Participating Producer;
- (v) "Participating Producer" means a party to this Agreement other than the Province, and unless expressly stated otherwise "Participating Producers" means the collectivity of all Participating Producers;
- (w) "PPP" means packaging and Printed Paper, and for greater certainty includes:
 - (i) all newsprint in the form of a newspaper including classified advertisements, advertisements or advertising supplements that form part of the newspaper other

than flyers or other inserts into newspapers for which no Participating Producer or Affiliate of a Participating Producer is a producer under the Regulation;

- (ii) magazines and other bound periodicals, including promotional inserts, printed on any form of paper other than newsprint referred to in paragraph (a), for which a Participating Producer or Affiliate of a Participating Producer is a producer under the Regulation;
 - (iii) plastic film and laminates used to protect PPP referred to in paragraphs (i) and (ii);
 - (iv) other Printed Paper, for which a Participating Producer is a producer under the Regulation, including subscription letters and envelopes mailed to customers;
 - (v) other packaging for which a Participating Producer is a producer under the Regulation;
- (x) "Printed Paper" means printed paper as defined in the Regulation;
 - (y) "Province Advertising Amount" means the value, at Rate Card Rates, of advertising provided by Participating Producers and Affiliates of Participating Producers to Provincial Entities;
 - (z) "Provincial Entities" means the Province, its Crown corporations and agencies and any provincially funded entities, but does not include the British Columbia Ferry Corporation, British Columbia Ferry Services Inc., South Coast British Columbia Transportation Authority (TransLink) or British Columbia Lottery Corporation;
 - (aa) "Regulation" means the *Recycling Regulation*, B.C. Reg. 449/2004 as amended from time to time;
 - (bb) "Rate Card Rates" means rates offered to Provincial Entities by Participating Producers, whether by rates advertised from time to time, or rates prescribed under existing and in-force standing offer arrangements between Participating Producers and Provincial Entities;
 - (cc) "Residential Production Volume" subject to section 4.5 and 3.3, means, in respect of a calendar year or other period and a newspaper producer, the mass (Tonnes) of PPP for which that producer or an Affiliate of that producer is a producer under the Regulation, that is Discarded through the Residential Waste Stream during that period;
 - (dd) "Second Year" refers to the calendar year following a First Year;
 - (ee) "Shortfall Payment" means the amount referred to in section 6.2(b)(ii);
 - (ff) "Third Year" refers to a calendar year following a Second Year;
 - (gg) "Tonne" means metric tonne;
 - (hh) "Trust" means the Trust established under section 8.3;

- (ii) "Trustee" means the trustee appointed under section 8.1;
- (jj) "Value-In-Kind Advertising Amount" or "VIK Advertising Amount" means, in relation to a calendar year, the lower of:
 - (i) the product of the Residential Production Volume for all Participating Producers for that year multiplied by \$40 per Tonne, or
 - (ii) the Adjusted Province Cash Advertising Amount minus the total of \$250,000 plus the VIK Shortfall Carryover Amount from the previous year, for which Province has received, or is receiving, a refund under section 4.2; and
- (kk) "VIK Shortfall Carryover Amount" means the amount calculated under section 4.2.

1.2 Interpretation. In this Agreement:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust, governmental authority or agency and includes that person's successors and permitted assigns;
- (c) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced from time to time;
- (d) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, legislation or a provision of legislation substituted for it, and any regulation, code, ordinance, by-law, statutory instrument, protocol or guideline issued or designated under it as amended or replaced from time to time;
- (e) a reference to an article, section, paragraph, schedule or exhibit is a reference to an article, section, paragraph, schedule of or to this Agreement;
- (f) if any date specified in this Agreement as a date for taking action falls on a day that is not a business day, that action may be taken on the next business day;
- (g) section and article headings and italicized material in square brackets are for convenience only and do not form part of this Agreement or affect its interpretation;
- (h) the words "include", "includes" and "including" are to be read as if followed by the words "without limitation"; and
- (i) the singular includes the plural and the plural includes the singular.

ARTICLE 2
Minimum Advertising

- 2.1 Minimum Total Advertising. The Province will ensure that the Adjusted Province Cash Advertising Amount for each calendar year from 2017 to 2021, is at least \$250,000. The Participating Producers acknowledge that this a fixed amount and shall not vary if newspaper producers who are not Original Producers accede to this Agreement.
- 2.2 MMBC Advertising. The Participating Producers acknowledge that the Province has requested MMBC to purchase \$150,000 or more of Advertising per year from Participating Producers to promote B.C. resident usage of the residential recycling collection system and increase waste materials collection levels, and the Province agrees that it will make further requests for MMBC to purchase such Advertising in such amounts.

ARTICLE 3 Cash Compensation

- 3.1 Cash Amount. In respect of each calendar year from 2016 to 2020, inclusive, the Participating Producers will cause to be paid to the Province \$5 per Tonne of the total of Participating Producers' Residential Production Volumes.
- 3.2 Due Date. Such Cash Amount will become due and owing on March 31 of the calendar year following the calendar year in respect of which the payment is based.
- 3.3 Cash Compensation if Participating Producer has an Alternate Approved Stewardship Plan. The Parties agree that if a Participating Producer has an Alternate Approved Stewardship Plan or has retained an agent for the implementation of an Alternate Approved Stewardship Plan on behalf of the Participating Producer, the Residential Production Volume for that Participating Producer during the period for which the Participating Producer or its agent is implementing the Alternate Approved Stewardship Plan shall be deemed to be zero for the purpose of calculating the Cash Amount.

ARTICLE 4 Value in Kind (VIK) Compensation

- 4.1 VIK Obligation. If the Adjusted Province Cash Advertising Amount is at least \$250,000 for a calendar year from 2017 to 2021, the Participating Producers will provide during that calendar year at no net charge to Provincial Entities, Advertising valued at Rate Card Rates in an amount equal to the VIK Advertising Amount for that calendar year, to be used for advertising by the Provincial Entities.
- 4.2 Carry Over of Un-used Amounts. If during any calendar year from 2017 to 2021 the remainder of the Adjusted Province Cash Advertising Amount minus \$250,000 is less than the total of Residential Production Volume for all Participating Producers multiplied by \$40 per tonne (the "First Year"), the Participating Producers will provide, at no net charge to the Provincial Entities, Advertising valued at Rate Card Rates in an amount equal to the lower of:
- (a) the difference between

- (i) the Residential Production Volume during the First Year multiplied by \$40/tonne, and
- (ii) the Adjusted Province Cash Advertising Amount for the First Year minus \$250,000; or

(b) 1% of the VIK Advertising Amount for the First Year,

(the "VIK Shortfall Carry Over Amount") during the period from January 1 to March 31st of the following calendar year (the "Second Year"), to be used for Advertising by the Provincial Entities.

- 4.3 Obligations Cumulative. Participating Producers' obligation under section 4.2 to provide Provincial Entities with Advertising at no net charge shall be in addition to their obligations under section 4.1.
- 4.4 Administration of VIK Through Refunds. For the purposes of administering the Participating Producers' obligations under sections 4.1 and 4.2, Provincial Entities will Pay in Cash for Advertising at Rate Card Rates during a calendar year, and the Participating Producers will cause to be refunded to the Province in respect of each such calendar year, the following amounts:
- (a) an amount equal to the VIK Advertising Amount, payable by March 31 of the calendar year following the calendar year in respect of which the VIK Advertising Amount is payable;
 - (b) an amount equal to the lower of the VIK Shortfall Carry Over Amount carried over into the preceding year (the Second Year) or the Adjusted Province Cash Advertising Amount for the period of January 1 to March 31 of that Second Year, to be paid by March 31 of the year (the "Third Year") following the calendar year in respect of which the VIK Shortfall Carry Over Amount is payable, or in respect of a VIK Shortfall Carry Over Amount in respect of which 2021 was the First Year, by June 30, 2022.

For greater certainty no refund is payable under this section 4.4 for VIK Shortfall Carry Over Amount, except in relation to Advertising which is Paid in Cash prior to March 31 of the Second Year.

- 4.5 VIK Advertising Amount if Newspaper Has Alternate Approved Stewardship Plan. Despite anything else in this Agreement, the Parties agree that if a Participating Producer has an Alternate Approved Stewardship Plan or has retained an agent for the implementation of an Alternate Approved Stewardship Plan on behalf of the Participating Producer, the Residential Production Volume for that Participating Producer during the period for which the Participating Producer is implementing its Alternate Approved Stewardship Plan or its agent is implementing the Alternate Approved Stewardship Plan shall be deemed to be zero for the purpose of calculating the VIK Advertising Amount.
- 4.6 Provincial Entities Determine Form, Timing and Placement of Advertising. It shall be at the sole discretion of the Province and other Provincial Entities in which newspapers or other media outlets operated by the Participating Producers and their Affiliates Advertising provided to the Province at no net charge under this Article 4 shall be located, and subject to the terms associated with Rate Card Rates, Provincial Entities may determine the form, size, timing and placement of such Advertising. Provincial Entities shall place Advertising using the booking

procedure(s) established by the Participating Producer or the Affiliate that publishes the publication in which the advertising is to appear, or if that Participating Producer or Affiliate has arranged with a Provincial Entity to use an alternate booking approach, the alternate approach.

ARTICLE 5

2016 Amount

- 5.1 2016 Amount. In addition to paying the Cash Amount under section 3.1 and amounts under section 4.4, the Participating Producers will pay to the Province the 2016 Amount, to be paid in three installments, each installment equal to one third of 2016 Amount, by March 31 of 2018, 2019 and 2020 respectively.

ARTICLE 6

Provincial Report, Invoicing and Payments

- 6.1 Provincial Report and Invoicing 2016. The Province will by March 31st of 2017, (or a later date but deemed to have been received by March 31) deliver to the Newspapers' Representative an invoice for the Cash Amount owed by the Participating Producers in respect of 2016.
- 6.2 Provincial Report and Invoicing 2017 to 2021. The Province will for each calendar year from 2017 to 2021, by March 31 of the following calendar year, deliver to the Newspapers' Representative and the Trustee:
- (a) a report specifying the following information in respect of that calendar year from 2017 to 2021:
 - (i) the Adjusted Province Cash Advertising Amount;
 - (ii) the Province Advertising Amount;
 - (iii) the VIK Advertising Amount;
 - (iv) if the year is a First Year in relation to a VIK Shortfall Carry Over Amount, the VIK Shortfall Carry Over Amount carried over to the year in which the Report is provided (the Second Year);
 - (v) if the year is a Second Year in relation to a VIK Shortfall Carry Over Amount, the Adjusted Province Cash Advertising Amount for the period of January 31 to March 31 of that Second Year;
 - (vi) any adjustments to amounts previously reported under this Article 6 resulting from the availability of new or revised information received under Article 7;
 - (vii) if the report is submitted in respect of 2017,
 - (A) the Adjusted Province Cash Advertising Amount for the period October 1, 2016 to December 31, 2016, and
 - (B) the 2016 Amount; and

- (b) an invoice for the total amounts owed by the Participating Producers to the Province including,
 - (i) if the invoice is issued in respect of the calendar year 2017, 2018, 2019 or 2020, the Cash Amount,
 - (ii) the refund owed for the VIK Advertising Amount for that year,
 - (iii) the lesser of the VIK Shortfall Carry Over Amount carried over into that year or the Adjusted Province Cash Amount for the period of January 1 to March 31 of that year (the "Shortfall Payment"),
 - (iv) for invoices issued in respect of 2017, 2018 and 2019, one third the 2016 Amount, and
 - (v) any adjustments made under paragraph (a)(vi).

6.3 Provincial Report and Invoicing 2022. If 2021 was the First Year in relation to a VIK Shortfall Carry Over Amount, the Province will, by June 30 of 2022, deliver to the Newspaper's Representative and the Trustee a report specifying the following information in respect of 2022:

- (a) the Adjusted Province Cash Advertising Amount for the period of January 31 to March 31 of 2022;
- (b) an invoice equal to the lesser of the VIK Shortfall Carry Over Amount carried over into 2022 or the Adjusted Province Cash Amount for the period of January 1 to March 31 of that year, plus any outstanding amounts not paid to the Province in respect of past invoices.

6.4 Newspapers' Representative and Trustee. Delivery in accordance with section 18.15 of reports and invoices to the Newspapers' Representative under sections 6.1, 6.2 and 6.3, together with delivery of such reports and invoices to the Trustee where required, shall constitute effective provision of those invoices and reports to the Participating Producers, and Participating Producers shall cause the Trustee to pay amounts owed under this Agreement by the Participating Producers to the Province within the times allowed by this Agreement or, in respect of the Cash Amount for 2016, shall cause the Newspaper's Representative to pay that Cash Amount.

6.5 Use of Estimates. If the Province has not received the information required under section 7.1 or section 7.2 in respect of all Participating Producers by the date referred to in section 7.4 [March 15] the Province may estimate, based on available information, the Residential Production Volume for any Participating Producer in respect of which it has not received information.

6.6 Interest Payable on Late Accounts. The amounts invoiced are due and payable on the date of the invoice and interest will be payable in accordance with the *Interest on Overdue Accounts Regulation*, under the *Financial Administration Act*, for any validly invoiced amounts not paid within 30 days of the delivery of the invoice issued by the Province.

6.7 Producers' Inquiries into Provincial Information. Participating Producers may at any time and from time to time conduct such inquiries and investigations as they may deem necessary or

advisable in connection with the information provided to them by the Province under this Article, and the Participating Producers may, acting reasonably, request additional information or records from the Province in connection therewith, and the Province shall, subject to any applicable laws, supply the requested information or records that are in the custody and control of the Province to the Participating Producers within 30 business days of the Province receiving such a request.

- 6.8 Records. The Province shall cause to be kept such financial and other records as to enable Participating Producers to confirm the Adjusted Province Cash Advertising Amount during relevant periods.

ARTICLE 7 Producers' Provision of Information

- 7.1 Annual Volume Reports. Subject to section 7.2, each Participating Producer will, for each calendar year from 2016 to 2021, provide the Province in writing with the following information:

- (a) the Gross Production Volume for the Participating Producer;
- (b) the Residential Production Volume for the Participating Producer;
- (c) the amounts referred to in paragraphs (a) and (b), disaggregated by Category of PPP;
- (d) the names of the newspaper to which the information relates, and the names of the producer, as defined by the Regulation, for each newspaper.

- 7.2 Methodologies. The amounts referred to in section 7.1 (a), (b) and (c) shall be determined by each Participating Producer using methodologies approved by the Province. The Parties agree that in respect of the Category of PPP referred to in subparagraph 1.1(w)(iv) of the definition of "PPP" [*subscription letters and envelopes*] it shall be reasonable to estimate quantities based on reasonably available information rather than a measured amount.

- 7.3 Joint Reports. As an alternative to providing information individually for each Participating Producer under section 7.1, two or more Participating Producers may choose to submit the information referred to in section 7.1 as totals for those two or more Participating Producers.

- 7.4 Timing. The information referred to in section 7.1 or section 7.2 must be provided to the Province by March 15 of the calendar year following the calendar year to which the information relates.

- 7.5 Duty to Correct. If a Participating Producer has reason to believe that the information provided under this Article is inaccurate, the Participating Producer must within 14 days

- (a) satisfy itself as to the accuracy of the information, and
- (b) if the information is determined to be inaccurate, provide the Province with corrected information.

- 7.6 Investigations and Inquiries. The Province may at any time and from time to time conduct all such investigations and inquiries as the Province may deem necessary or advisable in connection with the information provided under this Article, and the Province, or an auditor retained by it, may, acting reasonably, request additional information or records from a Participating Producer in connection therewith, and such Participating Producer shall supply the requested information to the Province or the auditor, as the case may be, within 14 days of receiving a request. The obligations under this section to provide information or records include information or records that are in the custody or control of an Affiliate of the Participating Producer.
- 7.7 Records. Each Participating Producer shall cause to be kept such financial and other records as to enable a third party to confirm the Participating Producer's compliance with its obligations under this Agreement.
- 7.8 Audits. At any time the Province may at its sole discretion retain an independent third party to review and/or audit the information provided under this Article. Each Participating Producer shall make available to the third party all information or records reasonably requested by such third party in connection with any such review and/or audit, and shall grant or cause the third party to be granted access to all records, including electronic records which the third party has reason to believe may contain information relevant to such review and/or audit.
- 7.9 Payments. Each Participating Producer will pay all the Province's reasonable out of pocket expenses incurred in conducting a review and/or audit under section 7.8 of information provided by that Participating Producer under section 7.1. Such amounts are due and payable on demand, and interest will be payable in accordance with the *Interest on Overdue Accounts Regulation* for any amounts not paid within 30 days of the date of the invoice issued by the Province. Participating Producers' obligations under this section and section 7.10 are limited to compensating the Province for its reasonable out of pocket costs of retaining an independent third party, and, for greater clarity, Participating Producers are not responsible for paying any of the Province's costs of employing provincial staff to arrange, oversee, direct or participate in an audits or review, and no Participating Producer is responsible for paying expenses incurred in relation to the audit of volumes associated with another Participating Producer. The Parties, acting reasonably, shall agree to the scope of audit. Unless the Province can demonstrate that it has a reason to suspect that the volumes reported under section 7.1 in respect of volumes of PPP other than newsprint are not accurate, such audit will be limited to providing assurance as to the accuracy of the volumes reported under section 7.1. in relation to newsprint, or, if a Participating Producer is in default of its obligations under section 7.1, provision of the information required under section 7.1.
- 7.10 Payments for Joint Reports. Participating Producers providing information under section 7.3 are obligated to pay all the Province's reasonable out of pocket expenses incurred in conducting a review and/or audit under section 7.8 of information provided by or on behalf of those Participating Producers under section 7.3. Such amounts are due and payable on demand, and interest will be payable in accordance with the *Interest on Overdue Accounts Regulation* for any amounts not paid within 30 days of the date of the invoice issued by the Province. Participating Producers providing information under section 7.3 are severally liable for the obligation under this section 7.10 based on the independent third party's cost of auditing information in relation to each of those Participating Producers with any common expenses relating to all of those Participating Producers being pro-rated among those Participating Producers based on the costs

of auditing information related to each Participating Producer relative to the costs of auditing information related to other Participating Producers.

ARTICLE 8

Quarterly Payments to Trust, Maximum Liability and Payments from Trust

- 8.1 Quarterly Payments to Trustee. Beginning no later than June 30, 2017, and subsequently by the end of each quarter (March 31, June 30, September 30, and December 31) until March 31, 2022, each Participating Producer, shall subject to the provisions of this Article, pay to a third party trustee approved by the Province (the "Trustee"), an amount equal to one quarter of that Participating Producer's Residential Production Volume during either
- (a) the most recent calendar year for which the Participating Producer has provided Residential Production Volumes under Article 7, which have either been audited and verified under Article 7, or if the amounts have not been audited, which the Province, acting reasonably, has indicated in writing that it accepts for the purpose of this section; or
 - (b) if paragraph (a) does not apply, an amount which the Province, acting reasonably, designates in writing shall be used as an estimate of that Participating Producer's Residential Production Volume for the relevant calendar year;
- multiplied by
- (c) in respect of payments made from the Commencement Date to March 31, 2020, the total of \$45 plus the 2016 Factor;
 - (d) in respect of payments made from after March 31st, 2020 to March 31, 2022, \$45 per Tonne.
- 8.2 Annual True-up Payment to Trustee. If the total amount invoiced by the Province under Article 6 by March 31 of each year from 2018 to 2022 is greater than the amounts payable or paid by the Participating Producers to the Trustee by March 31 of that year and for each of the preceding quarters (payable by June 30, September 30 and December 31), each Participating Producer shall pay a portion of the difference (in total equal to 100% of the difference) to the Trustee to be determined in accordance with such reasonable formula based on each Producer's Residential Production Volume and amounts of the Provincial Cash Advertising Amount placed with each Producer and its Affiliates, as is agreed to among the Participating Producers, or if no such formula is agreed to each Participating Producer shall pay an amount to the Trustee by April 20 equal to the maximum amount to which that Participating Producer is liable under section 8.8.
- 8.3 Trust. The payments made by each Participating Producer under section 8.1 and 8.2 shall be held by the Trustee for the benefit of the Parties to this Agreement.
- 8.4 Terms of Trust. The amounts paid under section 8.1 shall be held in trust on terms acceptable to the Province, acting reasonably, and such terms shall provide that:
- (a) trust funds (the "Trust Funds") shall consist of payments made under section 8.1 together with interest accruing thereon;

- (b) Trust Funds are to be held in a separate, interest bearing account at a financial institution approved by the Province;
- (c) Trust Funds are to be held in trust for the benefit of the Parties to this Agreement;
- (d) Participating Producers are to be severally liable for payment of all administrative or trustee fees, allocation of such costs to be determined by the Trustee or trust agreement or indenture, and no such fees shall be paid out of the Trust Funds;
- (e) the Trustee is to maintain records of all amounts paid to or from the Trust Funds, including all records related to the allocation of payments among Participating Producers and allocation of amounts to Participating Producers under paragraph (f)(ii), and to provide such records to the Parties on request;
- (f) Trust Funds shall only be disbursed by the Trustee as follows:
 - (i) the Trustee shall pay to the Province by April 30 of each calendar year from 2018 to 2022, the following amounts on account of amounts owing to the Province by the Participating Producers as of March 31 of that calendar year,
 - (A) the total amount invoiced by the Province under Article 6, or;
 - (B) if one or more Participating Producers have not paid the total amounts payable by them to the Trustee under sections 8.1 and 8.2, the total amount invoiced by the Province under Article 6 less any shortfalls in amounts paid under section 8.1 and 8.2, in which case any Participating Producer who has not paid an amount owing to the Trustee is individually liable to the Province to pay its shortfall in amounts payable to the Province;
 - (ii) If the total amount invoiced by the Province under Article 6 by March 31 of any year from 2018 to 2022 is less than the amounts paid by the Participating Producers to the Trustee by March 31 of that year and for each of the preceding quarters (payable by June 30, September 30 and December 31), the Trustee may pay a portion of the difference to one or more Participating Producers, in a manner determined by the Participating Producer and the Trustee, provided that if any Participating Producer is in default under section 8.1 or 8.2 no amount shall be paid by the Trustee to that Participating Producer;
 - (iii) with the agreement of all Parties;
 - (iv) by direction of an arbitrator appointed under Article 15; or
 - (v) by order of the Court;
- (g) if the amount paid by the Trustee to the Province under paragraph (f)(i) is less than the full amount invoiced by the Province, the Trustee shall provide an accounting and calculations for any Participating Producers that are in default of their payments under section 8.1 or section 8.2, and shall indicate any payments made by each of the defaulting Participating

Producers during the previous four quarters (ending June 30, September 30, December 31, and March 31);

- (h) the Trustee shall notify the Province of any default in payment under section 8.1 or 8.2; and
- (i) the Province shall have rights to audit, at the Province's cost, acting reasonably, to be recovered from the defaulting Participating Producer, records of the Trustee related to any default by a Participating Producer.

8.5 Draft Indenture by April 30, 2017. The Participating Producers shall by April 30, 2017

- (a) provide to the Province draft terms of a Trust indenture or agreement applicable to the Trust required by section 8.3 for approval of the Province and the Province, may require changes reasonably necessary to give effect to the intent of this Article, and
- (b) designate a Trustee approved by the Province acting reasonably;

8.6 Deadline for Trust being established. The Participating Producers must establish the Trust on terms approved by the Province by no later than June 30, 2017, and shall within 7 days of establishing the Trust, provide the Province with information related to the Trust and do all things necessary for the Province to register a security interest under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 over the Trust.

8.7 Amendments. If any Party determines that additional agreements or amendments to this Article are required to achieve the intention of the Parties under this Article, the Parties shall meet to negotiate further changes.

8.8 Limitation on Liability. Despite any other provision in this Agreement, if the payments made by the Trustee to the Province under section 8.4(f)(i) are less than the amounts invoiced by the Province under this Agreement, the liability of each Participating Producer shall be limited to the following:

- (a) in respect of the Cash Amount for 2016 owing by March 31, 2017, \$5 per tonne multiplied by the Residential Production Volume for that Participating Producer for calendar year 2016, less any amounts that the Newspaper Representative reports to the Province as having been paid in respect of the Cash Amount for 2016 on behalf of that Participating Producer and which has been paid to the Province;
- (b) in respect of each of the amounts owing by March 31 of 2018, 2019 and 2020 under sections 3.1, 4.1, 4.2 and 5.1, the total of:
 - (i) the greater of:
 - (A) \$45 multiplied by the Residential Production Volume for that Participating Producer during the calendar year (2017, 2018 or 2019) for which the Participating Producers have not paid the amounts owing under sections 3.1, 4.1, 4.2. or 5.1 (the "Relevant Calendar Year"), or
 - (B) the total of

- (1) \$5 per Tonne multiplied by the Residential Production Volume for that Participating Producer during the Relevant Calendar Year, plus
- (2) the Adjusted Province Cash Advertising Amount for that Participating Producer during the Relevant Calendar Year; and

(ii) the greater of:

- (A) one third of \$40 multiplied by the Residential Production Volume for that Participating Producer during the calendar year 2016, or
- (B) one third of the Adjusted Province Cash Advertising Amount for that Participating Producer during the period from October 1, 2016 to December 31, 2016,

less any amounts that the Trustee has reported to the Province as having been paid to it by the Participating Producer in respect of amounts owing as of that March 31, and which has been paid to the Province;

(c) in respect of amounts owing by March 31, 2021 under Section 3.1 and 4.1 for 2020, the greater of:

- (i) \$45 multiplied by the Residential Production Volume for that Participating Producer during the calendar year 2020; or
- (ii) the total of
 - (A) \$5 per Tonne multiplied by the Residential Production Volume for that Participating Producer during 2020, plus
 - (B) the Adjusted Province Cash Advertising Amount for that Participating Producer during 2020,

less any amounts that the Trustee has reported to the Province as having been paid to it by the Participating Producer in respect of amounts owing as of March 31, 2021, and which has been paid to the Province; and

(d) in respect of amounts owing by March 31, 2022, in respect of the amounts owing for 2021 under section 4.1, the greater of:

- (i) \$40 multiplied by the Residential Production Volume for that Participating Producer during the calendar year 2021, or
- (ii) the Adjusted Province Cash Advertising Amount for that Participating Producer during 2021;

less any amounts that the Trustee has reported to the Province as having been paid to it by the Participating Producer in respect of amounts owing as of that March 31, 2021 and which has been paid to the Province.

- 8.9 Limitation. For greater certainty, the limitations of liability referred to in section 8.8 do not apply to obligations under section 7.9 and 7.10 or that arise under any approved Newspaper Plan separate from compliance with this Agreement.
- 8.10 Additional Security. The Province may require, acting reasonably, any Participating Producer that is in default of a payment to the Trustee under sections 8.1 or 8.2, to establish an amount of security (in favour of the Trustee and the Province) in a form specified by the Province and in an amount based on projected maximum liabilities that may accrue to that Participating Producer under this Agreement in the next 12 months, and upon demand by the Province, the Participating Producer shall establish the amount as security within 12 months, provided that the obligation to meet this requirement does not cause the Participating Producer to breach a bona fide contractual arrangement with a lender, and is otherwise in accordance with law. Such security will be reviewed by the Province annually and the Province may require adjustments based on estimates of recurring liabilities. In the event of a Participating Producer being in default, the Province may request an audit of Trustee records related to the defaulting Participating Producer and specifically related to the defaulting Participating Producer's obligations under this Agreement
- 8.11 Several Liability. The Liability of the Participating Producers under sections 3.1, 4.1, 4.2, 5.1 [*Cash Amount, VIK Advertising Amount, VIK Carryover, 2016 Amount*] shall be several. Any other liability arising under this Agreement shall also be several to the extent that the Province or an arbitrator can determine the liability as several and assignable to individual Participating Producers. If such liability is not determinable on a several basis, then the Participating Producers shall share such liability on a pro rata basis according to the Residential Production Volume for each Participating Producer for the period in question.
- 8.12 Steps to ensure Compliance. Participating Producers as a collective shall take reasonable steps possible to ensure that each Participating Producer remains a party to this Agreement and meets its several obligations under this Agreement

ARTICLE 9 **Allocation of Tonnes**

- 9.1 Allocation. If one or more Participating Producers obtain approval from the Director for the Newspaper Plan or retain an agent for the implementation of the Newspaper Plan, and that plan includes an arrangement under which amounts of newsprint collected by MMBC Recycling Inc. are considered to contribute to the recovery rate that is achieved by the Newspaper Plan, the Province agrees that, subject to the Regulation and the terms of the Newspaper Plan, those Participating Producers may include such tonnes in calculating the recovery rate achieved by that plan.

ARTICLE 10 **Representations and Warranties**

- 10.1 Representations and Warranties as of Execution. As at the date this Agreement is executed and delivered by, or on behalf of an Original Producer, or a Notice of Accession is executed by an Acceding Producer, that Participating Producer represents and warrants to the Province as follows:

- (a) Except to the extent the Participating Producer has previously disclosed otherwise in writing to the Province, all information, statements, documents and reports furnished and submitted by the Participating Producer to the Province in connection with this Agreement are in all material respects true and correct.
- (b) If the Participating Producer is an Original Producer, Schedule B contains a complete and accurate description of:
 - (i) the trade names of all newspapers and magazines for which that Original Producer is the producer under the Regulation;
 - (ii) each Affiliate of the Original Producer which is a producer of a newspaper or magazine under the Regulation;
 - (iii) for each Affiliate referred to in subparagraph (ii), the trade names of all newspapers and magazines for which the Affiliate is the producer under the Regulation

provided that if a Participating Producer does not identify one or more Affiliates or publications of such Affiliates in Schedule B, that Participating Producer does not breach this section 10.1 if within 60 days of the Commencement Date those Affiliates become Acceding Producers;

- (c) If the Participating Producer is an Acceding Producer, its Notice of Accession contains a complete and accurate description of:
 - (i) the trade names of all newspapers and magazines for which that Acceding Producer is the producer under the Regulation;
 - (ii) each Affiliate of the Acceding Producer which is a producer of a newspaper or magazine under the Regulation
 - (iii) for each Affiliate referred to in subparagraph (ii), the trade names of all newspapers and magazines for which the Affiliate is the producer under the Regulation.
- (d) The Participating Producer is the owner of the Affiliates referred to in paragraphs (b) and (c).
- (e) No Event of Default has occurred and is continuing in relation to the Participating Producer.
- (f) The Participating Producer has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Participating Producer.
- (g) This Agreement has been legally and properly executed by, or on behalf of, the Participating Producer and is legally binding upon and enforceable against the Participating Producer in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

- 10.2 Representations and Warranties as of Reporting Dates. As of the date each Participating Producer provides or causes to be provided on its behalf information to the Province under Article 7, that Participating Producer represents and warrants to the Province all such information, statements, documents and reports furnished and submitted by the Participating Producer or on behalf of the Participating Producer to the Province is materially true, accurate and complete.

ARTICLE 11

Changes in Producers

- 11.1 Duty to Ensure Change in Producers Does Not Diminish Newspapers Covered by Agreement. If a Participating Producer, or an Affiliate of a Participating Producer, divests itself of a newspaper brand listed in Schedule B or in that producer's Notice of Accession, or of a newspaper brand which the Participating Producer has included in calculating its Residential Production Volume, or any other change occurs such that a Participating Producer, or Affiliate of it, is no longer a producer under the Regulation for such a newspaper, that Participating Producer must:
- (a) notify the Province of the change; and
 - (b) take all commercially reasonable measures to cause the person who becomes the producer under the Regulation in relation to that newspaper to become a Participating Producer or Affiliate of a Participating Producer.
- 11.2 Advertising Deemed to be Purchased from Participating Producer. For the purposes of the definition of Adjusted Province Cash Advertising Amount, amounts Paid in Cash for Advertising in a newspaper (or in electronic media using a newspaper brand) listed in Schedule B, listed in a Producer's Notice of Accession, or previously included in a Participating Producer's calculation of Residential Production Volume, will be deemed to be purchased from a Participating Producer.
- 11.3 List of Affiliates and Publications to Be Kept Current. Each Participating Producer agrees to notify the Province of any changes to the information referred to in section 10.1(b) or section 10.1(c) and upon such change will provide the Province with an updated report in the form specified in Appendix B.

ARTICLE 12

Events of Default

- 12.1 Events of Default. A Party commits an event of default if:
- (a) it is a Participating Producer and it is in material breach of an obligation under this Agreement owed by that Participating Producer that is not owed by other Participating Producers, and such breach is not cured within ten (10) days of written notice of such breach by the Province to the Newspapers' Representative and all Participating Producers;
 - (b) the collectivity of Participating Producers is in material breach of an obligation owed by the collectivity of Participating Producers under this Agreement, and such breach is not cured within ten (10) days of written notice of such breach by the Province to the Newspapers' Representative and all Participating Producers;

(c) a representation or warranty made by it pursuant to Article 10 proves to have been misleading or false in any material respect;

(d) it knowingly or negligently provides false or misleading information.

12.2 Remedies for Events of Default by a Participating Producer. If one or more Participating Producers commits an Event of Default, then the Province may:

(a) terminate those Participating Producers' participation in this Agreement, in which case those producers shall, despite the definition of "Participating Producer", be no longer Participating Producers;

(b) exercise any or all other remedy or remedies available at equity or common law, including a claim in damages.

12.3 Remedies for Events of Default by Participating Producers. If the collectivity of all Participating Producers commits an Event of Default, then the Province may:

(a) terminate this Agreement by notice to all Participating Producers;

(b) exercise any or all any other remedy or remedies available at equity or common law, including a claim in damages.

12.4 Remedies for Events of Default by Province. If the Province commits an Event of Default, then the Participating Producers may exercise any or all of the following remedies:

(a) the Participating Producers may terminate this Agreement by notice from each Participating Producer to the Province;

(b) any other remedy or remedies available at equity or common law, including a claim in damages.

ARTICLE 13 **Term and Termination**

13.1 Effective Only on Execution by Original Producers. This Agreement is of no force and effect unless it is duly executed by each of the entities named on page 1.

13.2 Term. This Agreement commences on the Commencement Date and expires on the date all of the Parties have completed the performance of their obligations associated with the payment of refunds pursuant to Article 4, unless terminated earlier by mutual consent of the Parties or pursuant to sections 12.2, 12.3, or 12.4.

13.3 Bound for Term. Subject to sections 12.2, 12.3, and 12.4, the Parties agree that each Participating Producer will be bound to the Agreement for the full term of the Agreement and that withdrawal from the Agreement by a Participating Producer will not be effective unless:

(a) made with the consent of the Province,

- (b) that Participating Producer has an Alternate Approved Stewardship Plan, or has retained an agent for the implementation of that agent's Alternate Approved Stewardship Plan, and
 - (c) the Newspaper either directly or through its agent has commenced implementing the Alternate Approved Stewardship Plan.
- 13.4 Survival. Article 1 [*Interpretation*], Article 10 [*Representations and Warranties*], section 13.4 [*Survival*], Article 15 [*Dispute Resolution*], section 18.15 [*Notice*], and section 18.17 [*Confidentiality*] survive termination of this Agreement.

ARTICLE 14 **Force Majeure**

- 14.1 Force Majeure. No Party will be liable to any other Party for any failure or delay in fulfilling an obligation hereunder if said failure or delay is attributable to a fire, act of God, war, riot, civil disturbance, or court of any order or action of any level of government, including any order or action of a statutory decision maker under any provincial, federal or local legislation, beyond such party's reasonable control, but not including an action of the Province ("Force Majeure"). The deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. The Party to which the Force Majeure applied will use all commercially reasonable efforts to minimize the effects of the Force Majeure on its performance under this Agreement.

ARTICLE 15 **Dispute Resolution**

- 15.1 Dispute Resolution. Any dispute between the Parties that relates to the validity, construction, meaning, performance or effect of this Agreement or the rights or liabilities of the parties or any matter arising out of, of in connection with this Agreement, excluding any dispute involving the exercise of authority by the Director under the Regulation or the *Environmental Management Act*, S.B.C. 2003, c. 53 (a "Dispute") must be addressed as follows:
- (a) The Parties, acting reasonably, will first attempt to resolve the Dispute as follows:
 - (i) the Newspapers' Representative, within 5 business days of any party giving notice to the other parties invoking this section 15.1, will nominate no fewer than two and no more than three representatives of the Participating Producers;
 - (ii) the Province, within 5 business days of any party giving notice to the other parties invoking this section 15.1, will nominate an equal number of representatives;
 - (iii) those representatives will meet and work together in good faith to attempt to resolve the Dispute within 15 business days of any party giving notice to the other parties invoking this section 15.1, or as otherwise agreed upon;
 - (iv) if the representatives of the Province and the Participating Producers are able to resolve the issue to their satisfaction by the expiry of the time referred to in paragraph (iii), those representatives will, by the expiry of those days, prepare a report to all Participating Producers describing the proposed resolution and the

Province will within 2 business days of such report being completed to the satisfaction of the representatives, provide a copy of the report to the Newspapers' Representative, and

- (v) the Newspapers' Representative will, within 5 business days of receiving a copy of the report referred to in paragraph (iv), respond by giving the Province written notice of whether the Participating Producers accept or reject the proposed resolution;
- (b) If the Dispute is not resolved under paragraph (a), a Participating Producer rejects the proposed resolution, or the dispute is otherwise not resolved within 25 business days of any party giving notice to the other parties invoking this section 15.1, then any Party may escalate the Dispute to non-binding third party mediation under the rules of the Mediate BC Society.
- (c) If the Dispute remains unresolved within 45 days from the time at which a Party gave notice requesting non-binding third party mediation, any Party may escalate the Dispute by giving notice to the other Parties referring the matter to private and confidential binding arbitration, to the exclusion of courts of law. The arbitration must take place before a single arbitrator in Vancouver, British Columbia in the English language, and shall otherwise be undertaken under the *Arbitration Act*, R.S.B.C. 1996, c. 55.
- (d) Unless the Parties otherwise agree in writing, or in the case of an arbitration, the arbitrator otherwise orders, the Parties will share equally the costs of a mediation or arbitration under this section, other than those costs relating to the production of expert evidence or representation by counsel, such costs being the responsibility of each respective Party.
- (e) Notwithstanding anything to the contrary in this section, any Party may start litigation proceedings in a court of law at any time for an application for interim equitable relief. The Parties will have no other recourse to the courts other than to obtain interim equitable relief, pending the outcome of dispute resolution process described in paragraphs 15.2(a) to (d). The Parties may seek to set aside, or judicially review any arbitral award in accordance with the *Arbitration Act*.

ARTICLE 16

Accession to the Agreement

- 16.1 Application for Accession. Any newspaper producer who is not a Participating Producer (an "Applicant") may apply to become a Participating Producer by submitting a fully completed Notice of Accession executed by it to the Newspapers' Representative.
- 16.2 Newspapers May Insist on Reasonable Parallel Agreement. The Participating Producers may, as a condition of causing the Newspapers' Representative to execute and deliver a Notice of Accession in relation to an Applicant, require the Applicant to enter into an agreement with the Participating Producers regarding the sharing of responsibilities under this Agreement amongst Participating Producers, provided that such agreement is reasonable and allocates responsibilities and liabilities among Participating Producers in a manner that is fair and reasonable, taking into consideration the Applicant's Residential Production Volume and the amount of Advertising for which the Provincial Entities Pay in Cash from the applicant and its

Affiliates. If the Participating Producers choose to cause the Newspapers' Representative to not execute a Notice of Accession unless the Applicant enters into such an agreement, the Participating Producers must cause the Newspapers' Representative, within 5 business days of an application being received under section 16.1, to provide

(a) to the Applicant:

- (i) the terms of such agreement
- (ii) an irrevocable offer to enter into that agreement, such offer to remain open for 30 days; and

(b) to the Province, a copy of the terms and offer referred to in paragraph (a).

16.3 Delivery of Notice of Accession. The Participating Producers will cause the Newspapers' Representative to deliver to the Province a Notice of Accession executed by an Applicant and the Newspapers' Representative within 5 business days of the Applicant accepting in writing delivered to the Newspapers' Representative the offer referred to in section 16.2(a)(ii), or if such agreements are not required by the Participating Producers, within 5 days of the application under section 15.1.

16.4 Accession. Upon delivery by the Province to the Newspapers' Representative and the Applicant of a completed Notice of Accession executed by the Applicant, the Newspapers' Representative and the Province, the Applicant will become a Participating Producer. The Province will execute such Notice of Accession within 10 business days of delivery to it of the Notice under section 16.3.

16.5 Newspapers to Provide Agreements to Province. The Participating Producers will, within 5 business days of a request from the Province to the Newspapers' Representative, cause the Newspaper's Representative to provide the Province with all agreements amongst Participating Producers that relate to allocation and sharing among Participating Producers of responsibilities under, and risk related to, this Agreement.

16.6 Liabilities Accrue on Accession. If a person accedes to this Agreement under this Article 16:

- (a) the Participating Producers will, within 60 days of the Acceding Producer acceding to this Agreement, pay an amount equal to the difference between the total amounts which have become due and owing to the Province under Article 3 and Article 4, up to and including the date the Acceding Producer becoming a Participating Producer, and what those amounts would have been if the Acceding Producer had been an Original Producer;
- (b) the Acceding Producer will, within 60 days of acceding to this Agreement, provide the information required by Article 7 in respect of any relevant periods prior to the producer becoming a Participating Producer;
- (c) for the purposes of determining the obligations of the Participating Producers after the date of accession, the Residential Production Volume of the Acceding Producer for the year that it accedes to this agreement will be the Residential Production Volume for the entire calendar year.

- 16.7 Plan to On-Board Newspaper Producers. Participating Producers will work with the Province to develop and implement a plan to cause other independent newspaper producers in British Columbia to

- (a) accede to this Agreement,
- (b) enter into similar arrangements with the Province; or
- (c) otherwise become compliant with the Regulation,

and will agree in such a plan to take all reasonable steps in furtherance of the goal of ensuring compliance with the Regulation by all newspaper publishers in British Columbia, including jointly (Province and Participating Producers) engaging with independent newspapers to encourage compliance with the Regulation.

ARTICLE 17 **Newspaper Plan**

- 17.1 Compliance Options. With respect to the collection of PPP, each Participating Producer will:

- (a) obtain approval for and implement an Alternate Approved Stewardship Plan;
- (b) retain an agent for the implementation of an Alternate Approved Stewardship Plan; or
- (c) work to obtain approval of a Newspaper Plan as contemplated in this Article.

- 17.2 Newspaper Plan Document May Include Second Phase. The Newspaper Plan will provide for collection during an initial phase ("Phase One") using the existing PPP residential collection system. The Newspaper Plan document may include discussions of the Participating Producers' intent to develop a second phase that provides for Participating Producers collecting PPP in relation to which they or Affiliates are producers ("Phase Two"), with amendments needed to the Newspaper Plan before Phase Two becomes an approved stewardship plan. For the purposes of this Agreement, Phase Two shall not be considered to be part of the Newspaper Plan and shall be considered an Alternate Approved Stewardship Plan if approved.

- 17.3 Timelines for Approval by September. The Parties will work towards approval by the Director of a Newspaper Plan by September 1, 2017. The Participating Producers acknowledge that approval may only be given if the Director determines that a plan meets regulatory requirements, including, but not limited to, the criteria in section 5 of the Regulation, and that nothing in this Agreement or done pursuant to the Agreement, fetters the Director in exercising the Director's discretion. In support of obtaining such approval:

- (a) The Participating Producers have provided the Province with a draft outline of their draft Newspaper Plan for PPP produced by the Participating Producers;
- (b) The Province and the Participating Producers will exchange comments and draft plans between the Commencement Date and April 30, 2017, for the purpose of having a plan that Ministry of Environment staff consider to meet the criteria in section 5 of the Regulation by April 30, 2017;

- (c) The Participating Producers will not begin consultation on the draft plan prior to May 22nd, 2017, and provided that the Province advises that a draft Newspaper Plan is sufficiently developed for consultation, the Participating Producers will begin consultation no later than June 15, 2017;
 - (d) The Participating Producers will provide a final draft Newspaper Plan for consideration for approval, in relation to Phase One, by the Director by July 31, 2017;
 - (e) The Participating Producers will comply with all other plan submission requirements, including satisfactory consultation with stakeholders prior to submission of the Newspaper Plan for approval by the Director; and
 - (f) Should the Participating Producers opt to pursue approval of Phase Two, the Parties will review, develop and work towards development of a new plan, or amendments to the existing approved plan, for consideration by the Director for approval in a manner similar to the above.
- 17.4 MMBC Activities. The Province will request from the agent of other producers of PPP that funds or operates the existing PPP residential collection system (MMBC Recycling Inc.) a confirmation of the activities that it will undertake pursuant to its approved stewardship plan that relate to the criteria for approval of the Participating Producers' draft stewardship plan.
- 17.5 Director May Require Additional Activities. The Participating Producers acknowledge that nothing in this Agreement fetters the discretion of the Director in approving the Newspaper Plan, and that the Director may, in order to make a determination that the Newspaper Plan meets regulatory requirements, require that the Newspaper Plan provide for matters not contemplated by this Agreement or contemplated in arrangements between MMBC Recycling Inc. and the Province or between the Province and Participating Producers as it relates to activities carried out by MMBC Recycling Inc. If a decision of the Director substantially impacts the costs of one or more Participating Producers, the Province will, at the request of the Newspaper's Representative, meet with the Participating Producers to discuss whether any changes to this Agreement may be necessary.

ARTICLE 18

Miscellaneous

- 18.1 No Fettering. Nothing in this Agreement is intended to fetter statutory decision makers or require the Province to make recommendations to the Director or other statutory decision makers based on considerations that are irrelevant or improper under the Regulation or relevant enactment. The Participating Producers acknowledge that decisions of the Director in relation to the imposition of penalties for non-compliance or decisions by crown counsel are decisions made by independent statutory decision makers and that nothing in this Agreement fetters such discretion.
- 18.2 Newspapers' Representative. The Participating Producers hereby designate the Canadian News Media Association as their agent and representative for receiving invoices and reports under Article 6, executing Notices of Accession on behalf of Participating Producers, providing notice on behalf of all Participating Producers to the Province, paying the Cash Amount for 2016, receiving notice to Participating Producers from the Province under this Agreement and doing or

receiving anything where this Agreement contemplates a thing being done or a thing being received by the Newspapers' Representative. Participating Producers may change the Newspapers' Representative by having all Participating Producers designate a new Newspapers' Representative.

- 18.3 Entire Agreement. This Agreement, together with the Agreement in the form of Schedule C, constitutes the entire agreement between the Parties in respect of the subject matter hereof and cancels and supersedes any prior commitments, understandings and agreements between the Parties with respect thereto, including the B.C. Participating Producers Recycling Plan Letter of Intent dated March 1, 2017, all of which become null and void from the date this Agreement is signed. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties regarding the subject matter hereof, other than as expressly set forth in this Agreement and the Agreement in the form of Schedule C. Agreements in the Form of Schedule C are only relevant in relation to the obligations of the Participating Producers amongst themselves and nothing stated or implied in those agreement is relevant for the purposes of interpreting this Agreement.
- 18.4 Assignment. No Party may assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld. Any purported assignment or delegation in breach of this restriction is void.
- 18.5 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.
- 18.6 Enurement. This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the Parties.
- 18.7 Amendment. This Agreement may only be amended by written agreement duly executed by authorized representatives of the Parties.
- 18.8 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.
- 18.9 Governing Law and Dispute Forum. This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia will have jurisdiction to entertain any action arising under this Agreement. Each of the Parties attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.
- 18.10 Remedies Cumulative. The rights and remedies of the parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

- 18.11 Waivers. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.
- 18.12 Timing. Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- 18.13 Independent Legal Advice. The Original Producers and the Province each acknowledge that this Agreement was a product of joint negotiation and both the Original Producers and the Province have obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution. Each Acceding Producer acknowledges that it has been advised that it should obtain independent legal advice as to the terms of this agreement.
- 18.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
- 18.15 Delivery of Notices. The Province may deliver notice to the Participating Producers under this Agreement, other than notice under Article 12 [*Events of Default*], by delivering such notice to the Newspapers' Representative as set out in this Agreement. Notice under this Agreement provided to the Province on behalf of all Participating Producers must be delivered by the Newspapers' Representative.

Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by fax to the addressee's fax number specified below (for Original Producers), or on the Notice of Accession under Article 16 (for Acceding Producers), in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which cases it will be deemed to be received on the following business day;
- (b) by hand to the addressee's address specified below (for Original Producers), or on the Notice of Accession under Article 16 (for Acceding Producers), in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified below (for Original Producers), or on the Notice of Accession under Article 16 (for Acceding Producers), in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth business day after its mailing.
- (d) by email to the email address specified below (for Original Producers), or on the Notice of Accession under Article 16 (for Acceding Producers), provided that receipt of such email is acknowledged (other than by automatic notification).

The Province

Mailing Address:

Attention Deputy Minister

Ministry of Environment (or such other Ministry responsible for the Recycling Regulation)

PO Box 9339 Stn Prov Govt

5th Floor, 2975 Jutland Road

Victoria, B.C. V8W 9M1

Facsimile:

250 387-6003

Email:

ENV.Mail@gov.bc.ca

The Newspapers' Representative

Mailing Address:

Canadian News Media Association

c/o Mr. John Hinds

37 Front Street

Suite 200

Toronto, Ontario

M3E 1B3

Facsimile:

1-416-923-7206

Email:

jhinds@newsmediacanada.ca

Black Press Ltd.

Mailing Address:

#310-5460 152nd Ave

Surrey, BC

V3S 5J9

Attention: Rick O'Connor, President/CEO

Facsimile:

604 575-5329

Email:

ricko@blackpress.ca

Glacier Media Inc.

Mailing Address:

Glacier Media Inc
c/o Mr. Orest Smysniuk, Chief Financial Officer
389 West 6th Ave.
Vancouver, B.C.
V5Y 1L1

Facsimile:

604 638-2453

Email:

osmysnuik@glaciermedia.ca

The Globe and Mail Inc.

Mailing Address:

The Globe and Mail
The Globe and Mail Centre
351 King Street East, Suite 1600
Toronto, ON M5A 0N1 Canada

Attention: Legal Department

Email:

legal@globeandmail.com

Postmedia Network Inc.

Mailing Address:

Post Media Network Inc.
Attention: Gord Fisher
1-200 Granville St.
Vancouver, B.C.
V6C 3N3

Facsimile:

604 605-2200

Email:

gfisher@postmedia.ca

Sing Tao Newspapers (Canada 1988) Limited.

Mailing Address:

Sing Tao Newspapers (Canada 1988) Limited
c/o Calvin Wong, President
8508 Ash St, Vancouver, BC V6P 3M2

Facsimile:

604 321-5578

Email:

calvinwong@singtao.ca

or to such other address as may be designated by notice given by any party to the others.

18.16 Further Assurances. Each of the Parties will from time to time execute and deliver all such further documents and instruments and do all acts and things as another Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or to consummate more effectively the transactions contemplated hereby.

18.17 Confidentiality. The parties agree that this Agreement contains confidential business information and agree that they will not disclose this Agreement or the contents of this Agreement except

- (a) with the written consent of the other Parties;
- (b) if required by law, under the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165; or
- (c) in connection with legal proceedings relating to this Agreement.

- 18.18 Appropriation. The Province's obligation to pay money to the Participating Producers is subject to the *Financial Administration Act*, R.S.B.C. 1996, c. 138, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due. The Province undertakes to use its best efforts to obtain the necessary appropriation in accordance with the Province's financial obligations in this Agreement.

SIGNED on behalf of

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA:

By its duly authorized signatory this 3rd day of April, 2017

Wes Shoemaker

Name of Signatory

Deputy Minister

Title

W. Shoemaker

Signature

SIGNED on behalf of

BLACK PRESS GROUP LTD.:

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

SIGNED on behalf of
GLACIER MEDIA INC.:

By its duly authorized signatory this ____ day of _____, 20__

 Name of Signatory

 Title

 Signature

SIGNED on behalf of
THE GLOBE AND MAIL INC.:

By its duly authorized signatory this ____ day of _____, 20__

 Name of Signatory

 Title

 Signature

- 18.18 Appropriation. The Province's obligation to pay money to the Participating Producers is subject to the *Financial Administration Act*, R.S.B.C. 1996, c. 138, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due. The Province undertakes to use its best efforts to obtain the necessary appropriation in accordance with the Province's financial obligations in this Agreement.

SIGNED on behalf of

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA:

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

SIGNED on behalf of

BLACK PRESS GROUP LTD.:

By its duly authorized signatory this 2 day of April, 2017

RICK O'CONNOR

Name of Signatory

PRESIDENT / CEO

Title

[Signature]

Signature

SIGNED on behalf of
GLACIER MEDIA INC.:

By its duly authorized signatory this 31st day of MARCH 2017

Orest Smyshko

Name of Signatory

CEO

Title

[Signature]

Signature

SIGNED on behalf of
THE GLOBE AND MAIL INC.:

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

SIGNED on behalf of
GLACIER MEDIA INC.:

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

SIGNED on behalf of
THE GLOBE AND MAIL INC.:

By its duly authorized signatory this 3rd day of April, 2017

JOHN PHILLIP CRAWLEY
Name of Signatory

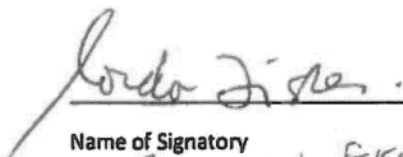
PUBLISHER AND CEO

Title

JPCrawley
Signature

SIGNED on behalf of
POSTMEDIA NETWORK INC.:

By its duly authorized signatory this 3rd day of April, 2017

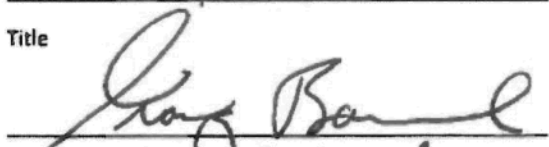


Name of Signatory

GORDON FISHER

LEVP POSTMEDIA

Title



Signature

SVP Postmedia
Craig Barnard.

SIGNED on behalf of
SING TAO NEWSPAPERS (CANADA 1988) LIMITED:

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

SIGNED on behalf of
POSTMEDIA NETWORK INC.:

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

SIGNED on behalf of
SING TAO NEWSPAPERS (CANADA 1988) LIMITED:

By its duly authorized signatory this 2nd day of April, 2017

CALVIN WONG
Name of Signatory

President
Title

W, H L
Signature

Schedule A
Calculation of Volumes Discarded through Residential Waste Stream

For the purposes of the definition of “Discarded through the Residential Waste Stream”

- 1) Subject to paragraph 3 of this Schedule, the following amounts will be considered to not be “Discarded through the Residential Waste Stream:”
 - a. any amount of PPP that is not distributed after printing or production;
 - b. any amount of PPP that is distributed to commercial vendors, or newspaper boxes, and is subsequently collected by Participating Producers or their Affiliates without having been sold or further distributed;
 - c. any amount of PPP that is distributed to hotels or motels (not including residential premises in which rooms are let) for guests;
 - d. any amount of PPP that is distributed to subscribers located in office buildings (not including amounts distributed to commercial vendors or newspaper boxes located in office buildings);
 - e. any amount of PPP that is distributed by hand for free to persons entering Skytrain stations (not including amounts distributed to commercial vendors or newspaper boxes); and
 - f. any amount of PPP that is distributed to airlines or railway companies for distribution to their customers during travel.

- 2) Subject to paragraph 3 of this Schedule, any amounts of PPP not referred to in paragraph 1 of this Schedule will be considered to be “Discarded through the Residential Waste Stream.” For greater certainty this includes:
 - a. any amount of PPP delivered to residential premises; and
 - b. any amount of PPP distributed to commercial vendors or newspaper boxes, other than amounts that are subsequently collected by Participating Producers or their Affiliates without having been sold or further distributed.

- 3) If Participating Producers can demonstrate to the satisfaction of the Province through objective evidence (such as waste surveys prepared by third party independent professionals) acceptable to the Province, that the amount that is considered to be Discarded through the Residential Waste Stream under paragraph 2 is an over estimate of the total amount of PPP that is either
 - a. discarded as trash at residential premises or public spaces (i.e. not commercial, institutional or industrial locations) in British Columbia, or
 - b. collected for recycling from residential premises or public spaces in British Columbia,
 the Province agrees to make such adjustments to the assumptions in paragraph 1 and 2 that it considers to be demonstrably justified.

- 4) If the Province can reasonably demonstrate through objective evidence (such as waste surveys prepared by third party independent professionals) that the amount that is considered to be Discarded through the Residential Waste Stream under paragraph 2 is an under-estimate of the total amount of PPP that is
- a. discarded as trash at residential premises or public spaces (i.e. not commercial, institutional or industrial locations) in British Columbia, and
 - b. collected for recycling from residential premises or public spaces in British Columbia,
- the Participating Producers agree that the Province may make reasonable, demonstrably justified, adjustments to the assumptions in paragraphs 1 and 2.
- 5) Amounts referred to in paragraph 2 shall be subject to audit by third party independent professionals using, if applicable, any methodologies reasonably specified by the Province.

Schedule B
Newspapers for Which Original Producers or Affiliates are Producers

Postmedia Network Inc.

Trade names of all newspapers and magazines for which Postmedia Network Inc. is the producer under the Regulation:

Trade name of newspaper
The Vancouver Sun
The Province
National Post

Each Affiliate of Postmedia Network Inc. which is a producer of a newspaper or magazine under the Regulation together with, for each Affiliate, the trade names of all newspapers and magazines for which the Affiliate is the producer under the Regulation:

NONE

The Globe and Mail Inc.

Trade names of all newspapers and magazines for which the Globe and Mail Inc. is the producer under the Regulation:

Trade name of newspaper
Globe and Mail

Each Affiliate of The Globe and Mail Inc. which is a producer of a newspaper or magazine under the Regulation together with, for each Affiliate, the trade names of all newspapers and magazines for which the Affiliate is the producer under the Regulation:

NONE

Black Press Group Ltd.

Trade names of all newspapers and magazines for which the Black Press Group Ltd. is the producer under the Regulation:

Trade name of newspaper
100 Mile House Free Press
Abbotsford News
Agassiz-Harrison Observer
Alberni Valley News
Aldergrove Star
Ashcroft-Cache Creek Journal
Barriere Star Journal
Bella Coola Coast Mountain News
Boulevard - Okanagan
Boulevard Chinese Edition
Boulevard Mid-Island
Boulevard Vancouver Edition
Boulevard Victoria
Boundary Creek Times
Burns Lake / Lakes District News
Campbell River Mirror
Canadian Grapes to Wine
Castlegar News
Chilliwack Progress
Clearwater Times
Cloverdale Reporter
Courtenay / Comox Valley Record
Cranbrook Daily Townsman
Cranbrook Kootenay News Advertiser
Creston Valley Advance
Duncan Cowichan Valley Citizen
Fernie Free Press
Fort St. James Caledonia Courier
Golden Star
Goldstream News Gazette
Grand Forks Gazette
Gulf Island Driftwood
Haida Gwaii Observer

Hope Standard
Houston Today
Indulge (Chinese/English)
Indulge Magazine
Invermere, The Valley Echo
Kelowna Capital News
Keremeos, The Review
Kimberley Daily Bulletin
Kitimat, Northern Sentinel
Ladysmith-Chemainus Chronicle
Lake Cowichan Gazette
Langley Advance
Langley Times
Maple Ridge-Pitt Meadows News
Mission City Record
Monday Magazine
N2K Magazine
Nakusp, Arrow Lakes News
Nanaimo News Bulletin
Nelson Star
North Delta Reporter
Northern Connector
Oak Bay News
Parksville/Qualicum Beach News
Peace Arch News, White Rock/South Surrey
Penticton Western News
Port Hardy, North Island Gazette
Prince Rupert, The Northern View
Princeton, The Similkameen Spotlight
Quesnel, Cariboo Observer
Real Estate Weekly Abbotsford
Real Estate Weekly Langley
Real Estate Weekly Surrey
Revelstoke Times Review
Roseland News
Saanich News
Salmon Arm Observer

Salmon Arm, Shuswap Market News
Sicamous, Eagle Valley News
Sidney, Peninsula News Review
Smithers, Interior News
Sooke News Mirror
Summerland Review
Surrey Now
Surrey, North Delta Leader
Terrace Standard
Tofino-Ucluelet Westerly News
Trail Daily Times
Vancouver Island Free Daily
Vanderhoof, Omineca Express
Vernon, Morning Star
Victoria News
Williams Lake Advisor
Williams Lake Tribune
Wine Trails
Winfield, Lake Country Calendar

Each Affiliate of Black Press Group Ltd. which is a producer of a newspaper or magazine under the Regulation together with, for each Affiliate, the trade names of all newspapers and magazines for which the Affiliate is the producer under the Regulation:

None.

Glacier Media Inc.

Trade names of all newspapers and magazines for which Glacier Media Inc. is the producer under the Regulation:

Trade name of newspaper
Business in Vancouver
Western Investor
Real Estate Weekly
Alaska Highway News
Pipeline News North
The Mirror
Northern Horizon
Prince George Citizen
Vancouver Courier
North Shore News
Burnaby Now
New Westminster Record
Richmond News
Delta Optimist
Tri-City News
Westender
Bowen Island Undercurrent
Squamish Chief
Whistler Question
Whistler Pique
Bridge River Lillooet News
Powell River Peak
Coast Reporter

Sing Tao Newspapers (Canada 1988) Ltd.

Trade names of all newspapers and magazines for which Sing Tao Newspapers (Canada 1988) Ltd. is the producer under the Regulation:

Trade name of newspaper
Sing Tao Daily
Sing Tao Real Estate Guide
Entertainment Insider
Sing Tao Weekly Magazine
Canadian City Post
Sing Tao Etel Directory

Each Affiliate of Sing Tao Newspapers (Canada 1988) Ltd. which is a producer of a newspaper or magazine under the Regulation together with, for each Affiliate, the trade names of all newspapers and magazines for which the Affiliate is the producer under the Regulation:

NONE.

Schedule C – Notice of Accession

In this Notice of Accession,

“Agreement” means the Agreement amongst Her Majesty the Queen in Right of the Province of British Columbia and certain producers of newspapers, a copy of which is attached as an Annex to this Notice (the “Agreement”); and

“Newspapers’ Representative” and “Participating Producer” have the meaning ascribed to those terms in the Agreement.

Part 1: to be completed by newspaper producer applying to become Participating Producer:

[Full Legal Name of
Person who is a Producer of Newspapers Distributed in BC], (the “Applicant”) hereby applies to accede to the Agreement and agrees to be bound by all the terms and conditions of the Agreement as a Participating Producer.

The Applicant represents and warrants that the following is a complete and accurate description of the matters set out in section 10.1(c) of the Agreement:

Trade names of all newspapers and magazines for which the Applicant is the producer under the Regulation:

Trade name of newspaper

Each Affiliate of the Applicant which is a producer of a newspaper or magazine under the Regulation together with, for each Affiliate, the trade names of all newspapers and magazines for which the Affiliate is the producer under the Regulation:

Name of Affiliate:
Trade name of Newspapers produced by Affiliate:

Name of Affiliate:
Trade name of Newspapers produced by Affiliate:

The Applicant acknowledges that it has been advised that it should obtain independent legal advice as to the terms and conditions of the Agreement prior to executing the Agreement, and expressly declares

- it has sought such legal advice. *[cross out and initial if not applicable]*
- it does not wish to obtain such legal advice. *[cross out and initial if not applicable]*

[Applicant must cross out and initial one of the above bullets.]

The Applicant's address for delivery of notice under the Agreement is as follows:

Mailing Address:

[**]

Facsimile

[**]

Email

[**]

Executed by _____

Name of Applicant

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

Part 2: to be completed by Newspapers' Representative

The Newspapers' Representative as agent for the Participating Producers hereby agrees that the Applicant hereby becomes a party to the Agreement and is bound to terms and conditions of the Agreement as a Participating Producer.

Executed by the **Newspapers' Representative** as agent for Participating Producers

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

Part 3: to be completed by Newspapers' Representative

Her Majesty the Queen in Right of British Columbia hereby agrees that the Applicant will become a party to the Agreement and be bound to terms and conditions of the Agreement as a Participating Producerp.

Executed by **Her Majesty the Queen in Right of British Columbia**, as represented by the
Minister of Environment,

By its duly authorized signatory this ____ day of _____, 20__

Name of Signatory

Title

Signature

**NB: Executed Agreement together with previous fully executed Notices of Accession to be
attached to the Notice as schedule**

Annual Report of the Province under section 6.2 (a) of the Recycling Agreement
Capitalized Terms are as defined in the Recycling Agreement

Annual Reporting requirement	Amount	Explanation
1. Adjusted Province Cash Advertising Amount for calendar 2017;	\$2,272,121.84	<p>The Adjusted Province Cash Advertising Amount is defined as including amounts from all Provincial Entities with adjustments for BC Hydro.</p> <p>Note 1: The amount that is reported here includes advertising for some but not all Provincial Entities.</p> <p>Note 2: For some entities the amounts available are only available on a fiscal year basis. Where this has occurred amounts have been calculated based on prorating of amounts for relevant fiscal years to provide a calendar year amount.</p> <p>Note 3: Only 50% of BC Hydro advertising amounts have been included.</p>
2. The Province Advertising Amount for calendar 2017	\$2,495,915.83	This amount is defined as the Amounts Paid in Cash for Advertising purchased from Participating Producers and their Affiliates by Provincial Government Entities in 2017. Notes 1 & 2 from row 1 of this table apply to the amount reported here.
3. The VIK Advertising Amount; for calendar 2017	\$860,324.80	<p>This amount is the lower of:</p> <ul style="list-style-type: none"> • The amount referred to in row 1 minus \$250,000 (with adjustments for VIK Carryover) (\$2,022,121.84) • Residential Production Volume from all Participating Producers for 2017

May 31, 2018

		<p>multiplied by \$40 per tonne (\$860,324.80 – See Note 4).</p> <p>Note 4: On March 12, 2018 NMC reported via email to Ministry staff that the tonnage of newspaper put into the residential waste stream was 21,499.53 tonnes for 2017. Subsequently audited amounts show that volumes of PPP from all Participating Producers was 21,508.12 tonnes. At \$40/ton applied to the audited amount this is \$860,324.80.</p> <p>Note 5: The volumes referred to in Note 4 includes amounts for all newspaper producers who were original parties to the Agreement plus producers who acceded to the Agreement as of May 31, 2018. It does not include amounts produced by newspaper producers that are not parties to the Agreement. Further amounts will become owing to the Province as new newspaper producers accede to the Agreement.</p>
4. If the year is a First Year in relation to a VIK Shortfall Carry Over Amount, the VIK Shortfall Carry Over Amount carried over to the year in which the Report is provided (the Second Year)	0	N/A - There is no VIK shortfall carry over amount.
5. If the year is a Second Year in relation to a VIK Shortfall Carry Over Amount, the Adjusted Province Cash Advertising Amount for the period of January 31 to March 31 of that Second Year	0	N/A – Same as above
6. Any adjustments to amounts previously reported under this Article 6 resulting from the availability of new or revised information received under Article 7.	Overpayment for 2016: \$37,418.60	The Cash Amount for 2016 was based on an estimated Residential Production Volume of 31,000 tonnes, which at a rate of \$5 per tonne amounted to a Cash Amount of \$155,000. The audited Residential Production Volume for calendar 2016 was 23,516.28 tonnes which at a rate of \$5 per tonne amounts to a Cash Amount of

May 31, 2018

		\$117,581. The adjustment shown is an overpayment of \$37,418.60.
7. The Adjusted Province Cash Advertising Amount for the period October 1, 2016 to December 31, 2016.	\$383,709.28	This amount is necessary for the purpose of calculating the 2016 Amount. Notes 1, 2 and 3 from Row 1 apply to this amount.
8. The 2016 Amount	\$383,709.28	<p>This is the lowest of the following (but not negative):</p> <ul style="list-style-type: none"> • The amount referred to in Row 7 (\$383, 709.28) • The Adjusted Cash Advertising Amount for 2016 (\$1,715,911.88) less 250,000 (equalling \$1,465,911.88). Notes 1, 2 and 3 from Row 1 apply to the calculation of Adjusted Cash Advertising Amount. • Residential Production Volume for 2016 (23,516.28 tonnes) multiplied by \$40 per tonne. (\$940,651.20) <p>Note 6: On March 12, 2018 NMC reported via email to Ministry staff that the tonnage of newspaper put into the residential waste stream in 2016 was 23,556.31. Subsequently audited amounts show that volumes of PPP from all Participating Producers was 23,516.28 tonnes. At \$40/ton applied to the audited Residential Production Volume for calendar 2016, the amount in the third bullet, is \$940,651.20.</p>

May 31, 2018

2017 Invoice:

Annual Invoicing Requirement (Article 6.2(b))	Amount	April 6, 2018
Cash Amount for 2017, (section 3.1 of agreement)	\$107,540.00	21,508.12 * \$5/ton = \$107,498
The VIK Advertising Amount for 2017, (section 4 of agreement)	\$860,324.80	21,508.12 * \$40/ton = \$860,324.80
The lesser of the VIK Shortfall Carry Over Amount carried over into that year or the Adjusted Province Cash Amount for the period of January 1 to March 31 of that year (the "Shortfall Payment"),	0	N/A – There was no VIK shortfall carry over amount.
One third the 2016 Amount, and	\$127,903.09	One third of \$383,709.28
Over Payment	-\$37,418.60	See Row 6 of the Report
TOTAL Amount Payable for 2017	\$1,058,349.29	
Amount Previously Received	\$1,094,261.00	
Credit	\$35,911.71	

May 31, 2018