

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM ) MONDAY, THE 17<sup>th</sup> DAY  
)  
JUSTICE PEPALL ) OF MAY, 2010

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF CANWEST PUBLICATIONS  
INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
INC. AND CANWEST (CANADA) INC.



**APPLICANTS**

**CREDITORS' MEETING ORDER**

**THIS MOTION** made by the Applicants for an Order: (a) authorizing the Applicants and Canwest Limited Partnership / Canwest Societe en Commandite (the "**Limited Partnership**") and, collectively with the Applicants, the "**LP Entities**") to call, hold and conduct a meeting of certain of their creditors (the "**Creditors' Meeting**") to consider and vote on a resolution to approve a plan of compromise or arrangement concerning, affecting and involving the LP Entities and; and (b) approving the procedures to be followed with respect to the calling and conduct of the Creditors' Meeting, was heard this day at 330 University Avenue, Toronto.

**ON READING** the Affidavit of Douglas E.J. Lamb sworn May 10, 2010 (the "**Lamb Affidavit**"), and the Seventh Report of the Monitor, FTI Consulting Canada Inc., dated May 11, 2010 (the "**Monitor's Seventh Report**"), and on hearing the submissions of counsel for the LP Entities, FTI Consulting Canada Inc. in its capacity as court-appointed Monitor for the LP Entities (the "**Monitor**"), the ad hoc committee of holders of 9.25% senior subordinated notes issued by the Limited Partnership (the "**Ad Hoc Committee**"), 7535538 Canada Inc. ("**Holdco**"), CW Acquisition Limited Partnership (the "**Purchaser**"), The Bank of Nova Scotia in its capacity as Administrative Agent for the senior lenders to the LP Entities, court-appointed counsel for the representatives of the salaried employees and retirees of the LP Entities, and such other counsel as were present, no one appearing for the remainder of the service list, although duly served with the motion record as appears from the Affidavit of Service, filed.

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein be and is hereby abridged and that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.

## **DEFINITIONS**

2. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Creditors' Meeting Order shall have the meanings ascribed to them in the Amended Claims Procedure Order dated May 17, 2010 and the asset purchase agreement dated as of May 10, 2010 among and the LP Entities, Holdco and the Purchaser (the "**AHC APA**"), a copy of which is attached to the Motion Record of the Applicants.

## **PLAN OF COMPROMISE OR ARRANGEMENT**

3. **THIS COURT ORDERS** that, subject to further Order of this Court, the Applicants shall file with the Court their plan of compromise or arrangement (the "**Plan**") and the management circular in connection therewith (the "**Information Circular**"), on or before May 20, 2010, provided that the LP Entities may at any time and from time to time prior to the Creditors' Meeting amend, restate, modify and/or supplement the Plan provided that to the extent that such amendment, restatement, modification and/or supplement is material, it shall be contained in a written document filed with this Honourable Court, and communicated to creditors whose claims are included in the LP Claims Process pursuant to the Amended Claims Procedure Order and whose claims will be affected by the Plan including, for greater certainty, claims against the directors and officers of the LP Entities (the "**Affected Creditors**") in the manner required by this Honourable Court (if so required).

## **FORMS OF DOCUMENTS**

4. **THIS COURT ORDERS** that the Notice to Affected Creditors substantially in the form attached hereto as Schedule "A" (the "**Notice to Affected Creditors**"), the Instructions to Affected Creditors substantially in the form attached hereto as Schedule "B" (the "**Instructions to Affected Creditors**"), the Proxy substantially in the form attached hereto as Schedule "C" (the "**Proxy**") the Cash Election Form (the "**Cash Election Form**") substantially

in the form attached hereto as Schedule “D” and the Declaration as to Canadian Residency in the form attached hereto as Schedule “E” (the “**Declaration as to Canadian Residency**”), the Notice of Subordinated Lender Pro Rata Claim substantially in the form attached hereto as Schedule “F” (the “**Notice of Subordinated Lender Pro Rata Claim**”) and the Notice of Dispute – Subordinated Lender Pro Rata Claim substantially in the form attached hereto as Schedule “G” (the “**Notice of Dispute – Subordinated Lender Pro Rata Claim**”), the Master Ballot substantially in the form attached hereto as Schedule “H” and as may be amended with the consent of the Monitor (the “**Master Ballot**”), the Beneficial Owner Ballot substantially in the form attached hereto as Schedule “I” and as may be amended with the consent of the Monitor (the “**Beneficial Owner Ballot**”) are each hereby approved and the LP Entities are authorized and directed to make such changes as they consider necessary or desirable to conform the content thereof to the terms of the Plan or this Creditors’ Meeting Order or to describe the Plan.

#### **NOTICE TO AFFECTED CREDITORS**

5. **THIS COURT ORDERS** that the Monitor shall send by regular pre-paid mail, courier, fax or e-mail copies of the Notice to Affected Creditors:

- (a) to each Affected Creditor that has a claim that has been proven (a “**Proven Claim**”) pursuant to the Amended Claims Procedure Order or a Disputed Claim (as defined herein) (other than the LP Subordinated Lenders), any creditor with an LP Restructuring Period Claim, an Employee Claim or an LP Director/Officer Claim, the Nominees (as defined below) and the Beneficial Owners (as defined below) on or before May 20, 2010 to the address provided by each such Affected Creditor in its Proof of Claim or to such other address subsequently provided to the Monitor by such Affected Creditor; and
- (b) to the Subordinated Agent on or before May 20, 2010, for itself and on behalf of the LP Subordinated Lenders, who shall post a copy of the Meeting Materials (as defined herein) to the LP Subordinated Lenders’ Website (as defined herein) within three (3) Business Days of the granting of this Creditors’ Meeting Order; and
- (c) to the Trustees on or before May 20, 2010;

and shall on or before May 20, 2010 post electronic copies of the Plan, the Creditors' Meeting Order, the Instructions to Affected Creditors and blank copies of the Cash Election Form, a Declaration as to Canadian Residency and a form of Proxy (collectively, the "**Meeting Materials**") and any other documents contained in the Solicitation Package (as defined below) that are not included in the Meeting Materials on the Monitor's website maintained for this proceeding at: <http://cfcanada.fticonsulting.com/clp> until the Business Day following the Plan Implementation Date and shall provide written copies to Affected Creditors upon request by such Affected Creditors.

6. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in the preceding paragraph, the Meeting Materials delivered to Affected Creditors with claims of less than or equal to \$1,000 shall not include a Cash Election Form, a Declaration as to Canadian Residency or a form of Proxy.

7. **THIS COURT ORDERS** that the record date for the purposes of determining which individual LP Subordinated Lenders or Beneficial Owners (as these terms are defined below) are entitled to receive notice of the Creditors' Meeting and vote at the Creditors' Meeting (the "**Record Date**") shall be May 18, 2010.

8. **THIS COURT ORDERS** that the Monitor shall promptly after the date of this Order cause the Notice to Affected Creditors to be published for a period of two (2) Business Days in the *National Post*, *The Globe & Mail* (National Edition), *La Presse* and *The Wall Street Journal*.

9. **THIS COURT ORDERS** that the service of the Notice to Affected Creditors in the manner set out in the paragraphs 5, 10 and 11 hereof, publication of the Notice to Creditors in accordance with paragraph 8 hereof, delivery of the Solicitation Packages in the manner set out in paragraph 14 hereof, and posting of the Meeting Materials and other materials on the Website in accordance with paragraph 5 hereof shall constitute good and sufficient service of this Creditors' Meeting Order and of the Plan, and good and sufficient notice of the Creditors' Meeting on all Persons who may be entitled to receive notice thereof or of these proceedings or who may wish to be present in person or by proxy at the Creditors' Meeting or who may wish to appear in these proceedings, and no other form of notice or service need be made on such

Persons, and no other document or material need be served on such Persons in respect of these proceedings.

10. **THIS COURT ORDERS** that the Monitor shall deliver a copy of the Notice to Affected Creditors to any creditor with an LP Restructuring Period Claim, an Employee Claim or an LP Director/Officer Claim arising after the date of this Order that requests delivery of an LP Claims Package or such Meeting Materials, provided that the Monitor shall not be required to deliver such Notice to Affected Creditors if the claim of such creditor is barred by operation of the Amended Claims Procedure Order or received after the date of the Creditors' Meeting, as applicable.

### **SUBORDINATED LENDERS' CLAIMS PROCESS**

11. **THIS COURT ORDERS** that for the purposes of voting and distribution under the Plan, the amounts of the *pro rata* claims of the individual LP Subordinated Lenders (the "**LP Subordinated Lender Claims**"), which claims shall include amounts in respect of principal and interest owing as at January 8, 2010, shall be determined in the following manner (the "**LP Subordinated Lenders' Claims Process**"):

- (a) No later than 5:00 p.m. (Toronto time) on May 20, 2010 The Bank of Nova Scotia in its capacity as administrative agent under the senior subordinated credit agreement dated as of July 10, 2007 between CanWest MediaWorks Limited Partnership, the Subordinated Agent, the LP Subordinated Lenders, and CanWest MediaWorks (Canada) Inc., CanWest MediaWorks Publications Inc. and Canwest Books Inc., as guarantors (the "**LP Senior Subordinated Credit Agreement**"), or such other agent as may be appointed pursuant to the LP Senior Subordinated Credit Agreement (the "**LP Subordinated Agent**"), on behalf of the LP Subordinated Lenders, shall send to the LP Entities (with a copy to the Monitor):
  - (i) The Notice of LP Subordinated Lender Pro Rata Claims attached as Schedule "F" hereto, setting out based upon its records each LP Subordinated Lender's *pro rata* share of the principal amount of the LP Subordinated Lender Claims as at the Filing Date; and

- (ii) concurrently with the delivery of the Notice of LP Subordinated Lender Pro Rata Claims to the LP Entities, the LP Subordinated Agent shall post a copy of the Notice of LP Subordinated Lender Pro Rata Claims to one of the IntraLinks websites (the “**LP Subordinated Lenders’ Website**”) maintained by the LP Subordinated Agent for the benefit of the LP Subordinated Lenders.
  
- (b) Each of the LP Subordinated Lenders holding LP Subordinated Lender Claims shall no later than 5:00 p.m. (Toronto time) on May 27, 2010 advise the Monitor (with a copy to the Agent) whether such LP Subordinated Lender’s *pro rata* share of the principal amount of the LP Subordinated Lender Claims set out in the Notice of LP Subordinated Lender Pro Rata Claims is not accurate by sending a Notice of Dispute – LP Subordinated Lender Pro Rata Claims substantially in the form attached hereto as Schedule “G”. If an LP Subordinated Lender fails to file a Notice of Dispute – LP Subordinated Lender Pro Rata Claims before 5:00 p.m. (Toronto time) on May 27, 2010 then such LP Subordinated Lender shall be deemed to have confirmed its *pro rata* share of the LP Subordinated Lender Claims as set out in the Notice of LP Subordinated Lender Pro Rata Claims is accurate.
  
- (c) If the principal amount of a LP Subordinated Lender’s LP Subordinated Lender Claim is confirmed by such LP Subordinated Lender pursuant to paragraph 11(b) then the amount designated in the Notice of LP Subordinated Lender Pro Rata Claims to be such LP Subordinated Lender’s *pro rata* share of the Subordinated Lender Claims shall be deemed to be finally determined (“**Finally Determined**”) and accepted as the Proven Claim of such LP Subordinated Lender for the purposes of voting and for calculating the entitlement to distribution under the Plan in respect of the LP Subordinated Lender Claims.
  
- (d) If a Notice of Dispute – LP Subordinated Lender Pro Rata Claims is delivered pursuant to paragraph 11(b), then the applicable LP Subordinated Lender, the Monitor, the LP Entities and the LP Subordinated Agent shall no later than 5:00 p.m. (Toronto time) on June 3, 2010 reach an agreement in writing as to the

principal amount of the LP Subordinated Lender Claim that is subject to the Notice of Dispute - LP Subordinated Lender Pro Rata Claims, in which case such agreement shall govern and the principal amount of such LP Subordinated Lender Claim as agreed shall be deemed to be Finally Determined and accepted as the LP Subordinated Lender's Proven Claim for the purposes of voting and for calculating the entitlement to distributions under the Plan in respect of the LP Subordinated Lender Claims.

(e) If a Notice of Dispute – LP Subordinated Lender Pro Rata Claims is unable to be resolved in the manner and within the time period set out in paragraph 11(d) above, then the Claim of such Disputing Claimant shall be determined by the Court on a motion for advice and directions brought by the Monitor (the “**LP Subordinated Lender Dispute Motion**”) on notice to all interested parties. The Monitor and the Disputing Claimant shall each use reasonable efforts to have the LP Subordinated Lender Dispute Motion, and any appeals therefrom, disposed of on an expedited basis with a view to having the Claim of the Disputing Claimant Finally Determined on a timely basis.

(f) If the amount of an LP Subordinated Lender Claim held by an LP Subordinated Lender is the subject of a Notice of Dispute – LP Subordinated Lender Pro Rata Claims and is not Finally Determined on or before June 7, 2010, or three days prior to the adjournment of any Creditor's Meeting, then for the purposes of voting, such an LP Subordinated Lender shall be deemed to have an accepted LP Subordinated Lender Claim for voting purposes (an “**Accepted LP Subordinated Lender Voting Claim**”) equal to the amount of its *pro rata* share of the LP Subordinated Lender Claims set out in the Notice of LP Subordinated Lender Pro Rata Claims.

(g) The amount of accrued interest owing to the LP Subordinated Lenders as Finally Determined pursuant to the terms of the Amended Claims Procedure Order will be attributed to the individual LP Subordinated Lender on a *pro rata* basis for the <sup>as</sup> ~~determined~~ <sup>determined</sup> purposes of each <sup>LP Subordinated Lender's Claim.</sup> ~~Beneficial Owner's Claim.~~ <sup>pursuant to this Order</sup>

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For greater certainty, the LP Subordinated Lenders shall deliver proxies and otherwise vote in the same manner as other Affected Creditors pursuant to the terms of this Order.

12. **THIS COURT ORDERS** that any LP Subordinated Lender who asserts that its LP Subordinated Lender Claim as at the Filing Date includes a claim or claims for amounts in addition to a claim for principal and interest owing at the filing date (an “**Additional LP Subordinated Lender Claim**”), shall notify the Monitor (with a copy to the LP Subordinated Agent and the LP Entities), of such Additional LP Subordinated Lender Claim and the amount of such Additional LP Subordinated Lender Claim no later than 5:00 p.m. (Toronto time) on May 27, 2010. If no such notice is received by the Monitor before 5:00 p.m. (Toronto time) on May 27, 2010, such LP Subordinated Lender’s Additional LP Subordinated Lender Claim shall be and is hereby forever extinguished and barred.

13. **THIS COURT ORDERS** that the LP Subordinated Agent shall post a copy of this Creditors’ Meeting Order on the LP Subordinated Lenders’ Website within three (3) Business Days of the making of this Order.

#### **LP NOTEHOLDERS’ CLAIMS AND VOTING**

14. **THIS COURT ORDERS** that on or before May 20, 2010, the LP Entities shall provide to Broadridge Financial Solutions Inc. (“**Broadridge**”) copies of the Information Circular, the Plan, the Creditors’ Meeting Order, a Declaration as to Canadian Residency and the Beneficial Owner Ballot (collectively, the “**Solicitation Package**”) for distribution to the holders of beneficial interest in the LP Notes (the “**Beneficial Owners**”).

15. **THIS COURT ORDERS** that Beneficial Owners may vote either by completing the voting instruction form (“**VIF**”) provided by Broadridge or submitting a Beneficial Owner Ballot.

16. **THIS COURT ORDERS** that each Beneficial Owner that wishes to vote by submitting a Beneficial Owner Ballot shall complete the voting section of the Beneficial Owner Ballot (in accordance with the instructions attached thereto) and return the completed Beneficial Owner Ballot to either an intermediary (an “**Intermediary**”) or, in instances where the Beneficial Owners hold their beneficial interests in the LP Notes directly through a participant that holds interest in the LP Notes (a “**Participant**”), the Participant (the Intermediary and the



Participants in each such case, the “**Nominee**”). The Nominee or its agent shall complete the Beneficial Owner Ballot with respect to those Beneficial Owners that hold beneficial interest in the LP Notes through such Nominee by indicating on each such Beneficial Owner Ballot the following information:

- (a) the name of the beneficial holder;
- (b) the name of the registered holder;
- (c) the principal amount of securities held by the Nominee for the Beneficial Owner;  
and
- (d) the account number(s) for the account(s) in which such securities are held by the Nominee.

17. **THIS COURTS ORDERS** that upon receipt of each Beneficial Owner Ballot, the Nominee shall notify Broadridge that such Beneficial Owner Ballot has been delivered, and Broadridge shall remove such Beneficial Holder’s name from the list of Beneficial Holders eligible to vote through Broadridge.

18. **THIS COURT ORDERS** that the Nominee or its agent shall transfer the information contained in the Beneficial Owner Ballots (including whether the Beneficial Owner voted in favour of or against the Plan) and the VIFs to a Master Ballot (substantially in the form of the Master Ballot) and return the Master Ballot by courier, fax or e-mail to the Monitor.

19. **THIS COURT ORDERS** that the amount of accrued interest owing on the LP Notes as determined pursuant to the terms of the Amended Claims Procedure Order will be attributed to the individual Beneficial Owners on a pro rata basis for the purposes of each Beneficial Owner’s Voting Claim.

20. **THIS COURT ORDERS** that for the purposes of voting at the Creditors’ Meeting, the votes recorded on the Master Ballots shall be accepted as if voted in person by the Beneficial Owners at the Creditors’ Meeting.

21. **THIS COURT ORDERS** that a Beneficial Owner’s vote will not be counted at the Creditors’ Meeting unless a Master Ballot reflecting such Beneficial Owner’s vote is

received before 5:00 p.m. (Toronto time) on June 9, 2010, or such later time as may be agreed to by the Monitor.

22. **THIS COURT ORDERS** that the aggregate quantum of LP Noteholder Claims owing under the Indenture pursuant to which the LP Notes were issued as determined pursuant to the terms of the Amended Claims Procedure Order is hereby accepted for the purposes of receiving distributions under the Plan.

23. **THIS COURT ORDERS** that, for the purposes of calculating LP Noteholder Claims for voting and distribution purposes, LP Noteholder Claims denominated in US dollars shall be converted into Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect on the date of the Initial Order, being CDN \$1.0344 : US \$ 1.00.

#### **DELIVERY OF PROXIES TO THE MONITOR**

24. **THIS COURT ORDERS** that:

- (a) any Proxy in respect of the Creditors' Meeting (or any adjournment thereof) must be received by the Monitor by 5:00 p.m. (Toronto time) on June 7, 2010, or three (3) Business Days prior to any adjournment of the Creditors' Meeting; and
- (b) any Master Ballot in respect of the Creditors' Meeting (or any adjournment thereof) must be received by the Monitor by 5:00 p.m. (Toronto time) on June 9, 2010, or one (1) Business Days prior to any adjournment of the Creditors' Meeting.

25. **THIS COURT ORDERS** that the Monitor may in its discretion waive in writing the time limits imposed on the Affected Creditors as set out in this Creditors' Meeting Order and the Instructions to Affected Creditors for the deposit of proxies and all other procedural matters if the Monitor deems it advisable to do so (without prejudice to the requirement that all of the LP Entities' other Affected Creditors must comply with this Creditors' Meeting Order and the other procedures set out in the Instructions to Affected Creditors).

## CONDUCT AT THE CREDITORS' MEETING

26. **THIS COURT ORDERS** that for the purposes of voting to approve the Plan (a) there shall be one class of Creditors established in the Plan, the “**Unsecured Creditors’ Class**” comprised of Affected Creditors, and (b) the value of the Voting Claims of each of the Affected Creditors shall be established in accordance with the provisions of this Creditors’ Meeting Order, the Amended Claims Procedure Order, the Plan and any further order of this Honourable Court.

27. **THIS COURT ORDERS** that the LP Entities are hereby authorized to call, hold and conduct the Creditors’ Meeting on June 10, 2010 at Toronto, Ontario at the time and place set out in the Notice to Affected Creditors for the purpose of considering, and if deemed advisable by the Affected Creditors, voting in favour of, with or without variation, resolutions to approve the Plan.

28. **THIS COURT ORDERS** that the Creditors’ Meeting shall be called, held and conducted, and the Plan shall be voted upon and, if approved by the Affected Creditors, ratified and given full force and effect, in accordance with the provisions of this Creditors’ Meeting Order, the Amended Claims Procedure Order, the Plan, the CCAA and any further order of this Honourable Court.

29. **THIS COURT ORDERS** that a representative of the Monitor, designated by the Monitor, shall preside as the chair (the “**Chair**”) of the Creditors’ Meeting and, subject to this Creditors’ Meeting Order and any further order of this Honourable Court, shall decide all matters relating to the conduct of the Creditors’ Meeting.

30. **THIS COURT ORDERS** that the Chair shall direct a vote with respect to a resolution to approve the Plan and any amendments thereto as the LP Entities may consider appropriate.

31. **THIS COURT ORDERS** that the Chair is hereby authorized to accept and rely upon proxies and ballots substantially in the form attached hereto as Schedule “C” and Schedule “H”, or such other form as is acceptable to the Chair.

32. **THIS COURT ORDERS** that the quorum required at the Creditors’ Meeting shall be one (1) Affected Creditor present at such meeting in person or by proxy.

33. **THIS COURT ORDERS** that the Monitor may appoint scrutineers (the “**Scrutineers**”) for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors’ Meeting. A Person designated by the Monitor shall act as secretary at the Creditors’ Meeting.

34. **THIS COURT ORDERS** that if (a) the requisite quorum is not present at the Creditors’ Meeting, or (b) the Creditors’ Meeting is postponed by the vote of the majority in value of Voting Claims of the Affected Creditors present in person or by proxy, then the Creditors’ Meeting shall be adjourned by the Chair to a date thereafter and to such time and place as may be appointed by the Chair.

35. **THIS COURT ORDERS** that the Creditors’ Meeting need not be convened in order to be adjourned and that the Chair shall be entitled to adjourn and further adjourn the Creditors’ Meeting at the Creditors’ Meeting or any adjourned Creditors’ Meeting provided that any such adjournment or adjournments shall be for a period of not more than thirty (30) days in total and, in the event of any such adjournment, the LP Entities shall not be required to deliver any notice of adjournment of the Creditors’ Meeting or adjourned Creditors’ Meeting other than announcing the adjournment at the Creditors’ Meeting or posting notice at the originally designated time and location of the Creditors’ Meeting or adjourned Creditors’ Meeting.

36. **THIS COURT ORDERS** that the only Persons entitled to notice of or to attend the Creditors’ Meeting are the Monitor; those Persons, including the holders of proxies, entitled to vote at the Creditors’ Meeting and their legal counsel and advisors; the directors, officers, LP Entities and their respective legal counsel and advisors; Holdco, the Purchaser and their respective legal counsel and advisors; and the Scrutineers Any other Person may be admitted to the Creditors’ Meeting on invitation of the Chair.

#### **VOTING PROCEDURE**

37. **THIS COURT ORDERS** that the Chair shall direct a vote on a resolution to approve the Plan and any amendments thereto as the Monitor and the LP Entities may consider appropriate. All votes made pursuant to Master Ballots shall be deemed to be votes for or against such resolution, as applicable and as set out in the relevant Master Ballots.

38. **THIS COURT ORDERS** that only Affected Creditors or their proxies shall be entitled to vote at the Creditors' Meeting and that the holders of such proxies are entitled to rely on the proxies as valid.

39. **THIS COURT ORDERS** that in accordance with the terms of the Plan, each of the Affected Creditors entitled to vote on the Plan is entitled to one vote, which vote shall:

- (a) for Affected Creditors with Proven Claims, have a Voting Claim equivalent to the value of such Affected Creditors' Proven Claim (for greater certainty, Affected Creditors with Proven Claims of greater than \$1,000 that have opted to take the Cash Election will have Voting Claims equivalent to the full value of their Affected Creditors' Proven Claims);
- (b) for Affected Creditors (other than LP Subordinated Lenders, LP Noteholders and Beneficial Owners) with disputed claims to whom the Monitor has delivered a LP Notice of Revision or Disallowance and which revision or disallowance remains in dispute or under appeal in accordance with the Amended Claims Procedure Order or whose Claims are not otherwise Finally Determined (a "**Disputed Claim**"), have a Voting Claim equivalent to the value of the Voting Claim as determined pursuant to paragraph 31 of the Amended Claims Procedure Order;
- (c) for LP Subordinated Lenders with Disputed Claims that have not been Finally Determined on or before the second Business Day immediately prior to the day of the Creditors' Meeting, have a Voting Claim equivalent to the value of the Voting Claim as determined pursuant to paragraph 11(f) of this Order; and
- (d) for LP Noteholders or Beneficial Owners, as applicable, with Disputed LP Noteholder Claims that have not been Finally Determined on or before the second Business Day immediately prior to the day of the Creditors' Meeting, have a Voting Claim equivalent to the value of the Beneficial Owner's Claim as set out in the applicable Master Ballot.

40. **THIS COURT ORDERS** that Affected Creditors with claims of less than or equal to \$1,000 or that have opted to take the Cash Election pursuant to the Plan shall be deemed to have voted in favour of the Plan.

41. **THIS COURT ORDERS** that (i) the vote on the Plan shall be decided by a majority in number of the Affected Creditors holding Voting Claims representing a two-thirds majority in value of the Voting Claims present and voting at the Creditors' Meeting in person or by proxy (the "**Required Majority**") and (ii) for the purpose of counting the number of Affected Creditors voting in favour of or against the Plan, each Beneficial Owner shall be deemed to be an Affected Creditor.

42. **THIS COURT ORDERS** that Affected Creditors with Disputed Claims shall have their voting intentions with respect to such amounts recorded by the Monitor and reported to this Honourable Court in accordance with paragraph 39 hereof. If approval or non-approval of the Plan by the Affected Creditors shall prove to be determined by the votes cast in respect of Disputed Claims, the LP Entities and the Monitor, on notice to the service list, shall request this Honourable Court for directions and if necessary, appropriate deferral of the motion for the Sanction and Vesting Orders and any other applicable dates.

43. **THIS COURT ORDERS** that following the vote at the Creditors' Meeting, the Monitor shall tally the votes and determine whether the Plan has been accepted by the Required Majority.

44. **THIS COURT ORDERS** that the result of any vote at the Creditors' Meeting shall be binding on all Affected Creditors, including Beneficial Owners, whether or not any such Affected Creditor is present at the Creditors' Meeting.

#### **MISCELLANEOUS**

45. **THIS COURT ORDERS** that any Affected Creditor with a Proven Claim greater than \$1,000 that wishes to receive the Cash Elected Amount in respect of such Proven Claim shall provide an executed Cash Election Form to the Monitor by no later than the later of 5 p.m. (Toronto time) on June 7, 2010 or three (3) Business Days prior to the Creditors' Meeting.

46. **THIS COURT ORDERS** that any Affected Creditor with a Proven Claim greater than \$1,000 that does not wish to receive the Cash Elected Amount in respect of such Proven Claim, or that does not provide the Cash Election Form to the Monitor by the time set out in paragraph, shall provide a completed Declaration as to Canadian Residency to the Monitor by no later than ten (10) days prior to the Plan Sanction Date.

## **SANCTION HEARING**

47. **THIS COURT ORDERS** that the Monitor shall provide a report to this Honourable Court no later than two (2) Business Days after the Creditors' Meeting (the "**Monitor's Report Regarding the Creditors' Meeting**") with respect to:

- (a) the results of the voting at the Creditors' Meeting on the resolution to approve the Plan;
- (b) whether the Required Majority has approved the Plan; and
- (c) the effect on the results of the voting had all of the Affected Creditors with Disputed Claims (including, for greater certainty, LP Subordinated Lenders and LP Noteholders) also voted the full amount of their Disputed Claims.

48. **THIS COURT ORDERS** that an electronic copy of the Monitor's Report Regarding the Creditor's Meeting, including any amendments and variations thereto, and draft sanction and vesting orders in respect of the Plan shall be posted on the Website prior to the CCAA Sanction Motion (as defined hereof).

49. **THIS COURT ORDERS** that in the event that the Plan has been approved by the Required Majority, the LP Entities may bring a motion before this Honourable Court on June 18, 2010, or such later date as is set by this Honourable Court upon motion by the LP Entities, seeking a sanctioning of the Plan pursuant to the CCAA (the "**CCAA Sanction Motion**").

50. **THIS COURT ORDERS** that service of this Creditors' Meeting Order by the Monitor to the parties on the service list, service of this Creditors' Meeting Order in accordance with paragraph 5 hereof, the publication of the Notice to Affected Creditors in accordance with paragraph 8 hereof, the posting of the Meeting Materials on the Website in accordance with paragraph 5 hereof, the mailing to Affected Creditors of the Meeting Materials in accordance with the requirements of this Creditors' Meeting Order and the mailing of the Solicitation Packages to the Beneficial Owners in accordance with paragraph 14 hereof shall constitute good and sufficient service of notice of the CCAA Sanction Motion on all Persons entitled to receive such service and no other form of notice or service need be made and no other materials need be served in respect of the CCAA Sanction Motion, except that the LP Entities shall serve the

service list with any additional materials to be used in support of the CCAA Sanction Motion and, with the consent of the Monitor and if necessary to expedite the closing of the contemplated transaction, such service on the service list of additional materials to be used in support of the CCAA Sanction Motion may be made on less than four (4) days' notice.

51. **THIS COURT ORDERS** that any party who wishes to oppose the CCAA Sanction Motion shall serve on the service list a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the CCAA Sanction Motion at least two (2) Business Days before the date set for the CCAA Sanction Motion, or such shorter time as this Honourable Court, by order, may allow.

52. **THIS COURT ORDERS** that in the event that the CCAA Sanction Motion is adjourned, only those Persons who have filed and served a Notice of Appearance shall be served with notice of the adjourned date.


53. **THIS COURT ORDERS** that subject to any further order of this Honourable Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Creditors' Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Creditors' Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

#### **ASSISTANCE OF OTHER COURTS**

54. **THIS COURT ORDERS AND REQUESTS** the aid and recognition (including assistance pursuant to Section 17 of the CCAA) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory or any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this court in carrying out the terms of this Creditors' Meeting Order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAY 18 2010

PER / PAR: 







**SCHEDULE "A"**

**IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CANWEST PUBLICATIONS INC./PUBLICATIONS CANWEST INC., CANWEST  
BOOKS INC., and CANWEST (CANADA) INC. (collectively, the "APPLICANTS")**

**NOTICE TO AFFECTED CREDITORS OF THE APPLICANTS and  
CANWEST LIMITED PARTNERSHIP / CANWEST SOCIETE EN COMMANDITE  
(collectively, the "LP ENTITIES")**

**NOTICE IS HEREBY GIVEN** that Canwest Publications Inc. / Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and Canwest Limited Partnership / Canwest Societe en Commandite (collectively, the "**LP Entities**") have filed with the Ontario Superior Court of Justice (Commercial List) (the "**Court**") a plan of compromise and arrangement dated ● , 2010 (as amended from time to time, the "**Plan**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").

The Plan contemplates the compromise of rights and claims of certain creditors of the LP Entities (as defined in the Plan, the "**Affected Creditors**"). Affected Claims (as that term is defined in the Plan) of Affected Creditors constitute one (1) class as established in the Plan, (the "**Affected Creditors' Class**").

**NOTICE IS ALSO HEREBY GIVEN** that a meeting of the Affected Creditors (the "**Creditors' Meeting**") will be held at [location●], on June 10, 2010 beginning at [10 o'clock a.m.] (Toronto time), for the purpose of considering and, if thought advisable by Affected Creditors, voting in favour of, with or without variation, a resolution to approve the Plan and to transact such other business as may properly come before the Creditors' Meeting or any adjournment thereof. The Creditors' Meeting is being held pursuant to an Order of the Court made on May 17, 2010 by the Honourable Madam Justice Pepall (the "**Creditors' Meeting Order**").

The quorum for the Creditors' Meeting has been set by the Creditors' Meeting Order as the presence, in person or by proxy, at the Creditors' meeting of one (1) Affected Creditor.

To become effective, in respect of the Affected Creditors' Class, the Plan must be approved by a majority in number of Affected Creditors who represent at least two-thirds in value of the Voting Claims (as defined in the Plan) of the Affected Creditors who actually vote on the resolution approving the Plan (in person or by proxy) at the Creditors' Meeting. The Plan must also be sanctioned by a final order of the Court under the CCAA.

**NOTICE IS ALSO HEREBY GIVEN** that the order sanctioning the Plan will be sought in a motion to be brought by the LP Entities on June 18, 2010, or such later date as is set by the Court, which date shall also be posted on the website of the court-appointed Monitor as set out below. At that time, the LP Entities will also seek the other relief specified in the Plan. Subjected to the satisfaction of the conditions to implementation of the Plan, all Affected Claims of

Affected Creditors will then receive the treatment set out in the Plan unless otherwise ordered by the Court.

The value of each Affected Claim for voting purposes has or will be determined according to the Creditors' Meeting Order, the Claims Procedure, the Plan, the CCAA and any further order of the Court.

Any Affected Creditor who is entitled to vote at the Creditors' Meeting but is unable to attend the Creditors' Meeting is requested to date, sign and return the enclosed form of proxy by courier, e-mail or fax. In order to be used at the Creditors' Meeting, a proxy must be deposited with Monitor, at the address below, at any time prior to 5:00 o'clock p.m. (Eastern time) on June 7, 2010 or 5:00 o'clock p.m. three business days in advance of any adjournment of the Creditors' Meeting.

The Monitor's address for the purpose of filing forms of proxy and for obtaining any additional information or materials related to the Creditors' Meeting is:

FTI Consulting Canada Inc., Court-Appointed Monitor of the LP Entities  
79 Wellington Street West  
Suite 2010, P.O Box 104  
Toronto, Ontario, M5K 1GA

Attention: Pamela Luthra  
Tel: (888) 310-7627  
Fax: (416) 649-8101

CanwestLP@fticonsulting.com

This notice is given by the LP Entities pursuant to the Creditors' Meeting Order.

You may view copies of the documents relating to this process on the Monitor's website at <http://cfcanada.fticonsulting.com/clp>.

Capitalized terms not otherwise defined hereof shall have the meanings ascribed thereto in the Plan.

**DATED** this ● day of ●, 2010.

## SCHEDULE "B"

**CANWEST PUBLICATIONS INC./PUBLICATIONS, CANWEST INC., CANWEST BOOKS INC., CANWEST (CANADA) INC., and CANWEST LIMITED PARTNERSHIP / CANWEST SOCIETE EN COMMANDITE (hereinafter referred to as the "LP Entities")**

### **INSTRUCTIONS TO AFFECTED CREDITORS**

May ●, 2010

**TO: AFFECTED CREDITORS OF THE LP ENTITIES**

**RE: Meeting of Affected Creditors of the LP Entities to consider and vote on a resolution to approve the LP Entities' Plan of Compromise and Arrangement pursuant to the Companies' Creditors Arrangement Act (Canada) (the "Plan")**

We enclose in this package the following documents for your review and consideration:

1. Notice to Affected Creditors;
2. a blank form of Proxy and completion instructions;
3. a blank Cash Election Form; and
4. a blank Declaration as to Canadian Residency.

The following documents should also be reviewed and can be accessed through the website maintained by the Monitor at: <http://cfcanada.fticonsulting.com/clp>

1. the Plan proposed by the LP Entities;
2. the Monitor's Report regarding the Creditors' Meeting; and
3. a copy of the Creditors' Meeting Order.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

The purpose of these materials is to provide you with the documents required to facilitate the determination and settlement of your Affected Claims, and to enable you to consider the Plan and vote to accept or reject the Plan at the meeting of Affected Creditors to be held at [10:00 a.m.] on June 10, 2010 at the offices of ● (the "Creditors' Meeting").

**PROXY**

If an Affected Creditor wishes to vote at the Creditors' Meeting and is not an individual or is an individual who will not be attending the Creditors' Meeting in person, please complete the enclosed Proxy and provide it to the Monitor by courier, fax or e-mail so that it is received by the Monitor no later than 5:00 p.m. (Toronto time) on June 7, 2010. You are required to provide the Proxy to the Monitor by this deadline or in the event of an adjournment, three business days prior to such adjournment, if you wish to appoint a proxy to cast your vote at the Creditors' Meeting. However, your failure to vote at the Creditors' Meeting will not affect any right you have to receive any distribution that may be made to Affected Creditors under the Plan.

**FURTHER INFORMATION**

If you have any questions regarding the process or any of the enclosed forms, please contact FTI Consulting Canada Inc. at the following address:

FTI Consulting Canada Inc., Court-Appointed Monitor of the LP Entities  
79 Wellington Street West  
Suite 2010, P.O Box 104  
Toronto, Ontario, M5K 1GA

Attention: Pamela Luthra  
Tel: (888) 310-7627  
Fax: (416) 649-8101

CanwestLP@fticonsulting.com

You may view copies of the documents relating to this process on the Monitor's website at <http://cfcanada.fticonsulting.com/clp>.

**SCHEDULE "C"**

Court File No. CV-10-8533-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT* (CANADA), R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CANWEST PUBLICATIONS INC./PUBLICATIONS, CANWEST INC., CANWEST  
BOOKS INC., CANWEST (CANADA) INC.**

**APPLICANTS**

**PROXY**

**MEETING OF AFFECTED CREDITORS OF THE APPLICANTS AND CANWEST  
LIMITED PARTNERSHIP / CANWEST SOCIETE EN COMMANDITE  
(collectively, the "LP ENTITIES")**

to be held pursuant to an Order of the Ontario Superior Court of Justice (Commercial List)  
in connection with the LP Entities' Plan of Compromise and Arrangement  
under the *Companies' Creditors Arrangement Act* (Canada) (the "**Plan**")

on June 10, 2010 at 10:00 a.m. at:

and at any adjournment thereof.

*Before completing this Proxy, please read carefully the Instructions for Completion of Proxy accompanying this Proxy for information respecting the proper completion and return of this Proxy.*

**THIS PROXY MUST BE COMPLETED AND SIGNED BY THE AFFECTED CREDITOR AND RETURNED TO THE MONITOR FTI CONSULTING CANADA INC. BY 5:00P.M. (TORONTO TIME) ON JUNE 7, 2010 OR THREE BUSINESS DAYS PRIOR TO ANY ADJOURNMENT THERETO IF THE AFFECTED CREDITOR OR ANY OTHER PERSON ON THE AFFECTED CREDITOR'S BEHALF IS TO ATTEND THE MEETING AND VOTE ON THE PLAN OR IF SUCH AFFECTED CREDITOR WISHES TO APPOINT AN OFFICER OF THE MONITOR TO ACT AS SUCH AFFECTED CREDITOR'S PROXY.**

**THE UNDERSIGNED AFFECTED CREDITOR**, hereby revokes all proxies previously given and nominates, constitutes, and appoints \_\_\_\_\_ or, if no person is named, Paul Bishop of FTI Consulting Canada Inc., in its capacity as Monitor of the LP Entities, or such representative of the Monitor as the Monitor may designate as nominee of the undersigned Affected Creditor, with full power of substitution, to attend on behalf of and act for the undersigned Affected Creditor at the meeting of Affected Creditors of the LP Entities to be held in connection with the Plan and at any and all adjournments thereof, and to vote the amount of the Affected Creditor's claim for voting purposes as determined pursuant to the Creditors' Meeting Order, the Claims Procedure, the Plan, the CCAA and any further order of the Court as follows:

A. **(mark one only):**

- VOTE FOR approval of the Plan; or
- VOTE AGAINST approval of the Plan

- and -

B. vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Affected Creditor with respect to any amendments or variations to the Plan and to any other matters that may come before the meeting of Affected Creditors of the LP Entities or any adjournment thereof.

**Dated at** \_\_\_\_\_ **this** \_\_\_\_ **day of** \_\_\_\_\_, 2010.

**Affected Creditor Signature:**

\_\_\_\_\_  
(Print Legal Name of Affected Creditor)

\_\_\_\_\_  
(Signature of Affected Creditor or Authorized Signing Officer of Affected Creditor)

\_\_\_\_\_  
(Print Name and Title of Authorized Signing Officer of the Affected Creditor, if applicable)

\_\_\_\_\_  
(Mailing Address of Affected Creditor)

\_\_\_\_\_  
(Phone Number of Affected Creditor)

### INSTRUCTIONS FOR COMPLETION OF PROXY

1. Each Affected Creditor who has a right to vote at the Creditors' Meeting has the right to appoint a person (who need not be an Affected Creditor) to attend, act and vote for and on his or her behalf and such right may be exercised by inserting in the space provided the name of the person to be appointed. **If no name has been inserted in the space provided, the Affected Creditor will be deemed to have appointed Paul Bishop of the Monitor (or such other representative of the Monitor as the Monitor may designate) as the Affected Creditor's proxyholder.**
2. **If an officer of FTI Consulting Canada Inc. is appointed or is deemed to be appointed as proxyholder and the Affected Creditor fails to indicate a vote for or against the approval of the Plan on this proxy, this proxy will be voted FOR approval of the Plan.**
3. If this proxy is not dated in the space provided, it shall be deemed to bear the date on which it was received by the Monitor.
4. This proxy must be signed by the Affected Creditor or by his or her attorney duly authorized in writing or, where the Affected Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
5. Valid proxies bearing or deemed to be bearing a later date shall revoke this proxy. In the event that more than one valid proxy for the same Affected Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such proxies will be treated as disputed proxies and shall not be counted.
6. **This proxy must be received by the Monitor by no later than 5:00 p.m. (Toronto Time) June 7, 2010, by delivery, courier, facsimile or e-mail at the following address:**

FTI Consulting Canada Inc.  
Court Appointed Monitor of the LP Entities  
79 Wellington Street West  
Suite 2010, P.O Box 104  
Toronto, Ontario, M5K 1GA

Attention: Pamela Luthra  
Telephone: (888) 310-7627  
Fax: (416) 649-8101  
CanwestLP@fticonsulting.com



**SCHEDULE "D"**  
**CASH ELECTION FORM**

**TO: FTI CONSULTING CANADA INC., Monitor of Canwest Publications Inc. / Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and Canwest Limited Partnership / Canwest Societe en Commandite (collectively, the "LP Entities")**

In connection with the plan of compromise and reorganization of the LP Entities pursuant to the *Companies' Creditors Arrangement Act* (the "**Plan**"), the undersigned hereby elects to receive the Cash Elected Amount in satisfaction of its Proven Claim(s) and hereby acknowledges that they shall be deemed to vote such Proven Claim(s) in favour of the Plan at the meeting of the Affected Creditors to be held at ●, on June 10, 2010 beginning at [10 o'clock a.m.] (Toronto time), for the purpose of considering and, if thought advisable by Affected Creditors, voting in favour of, with or without variation, a resolution to approve the Plan.

For the purposes of this declaration:

- (a) "**Cash Elected Amount**" means, in respect of any Proven Claim of an Affected Creditor (as defined in the Plan), a cash amount equal to the lesser of \$1,000 and the amount of such Proven Claim; and
- (b) "**Proven Claim**" means any Claim of an Affected Creditor (each as defined in the Plan) against the LP Entities proven in accordance with the Claims Procedure Order (as defined in the Plan).

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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(Print Legal Name of Affected Creditor)

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(Amount of Proven Claim)

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(Print Name, Title and Phone Number of Authorized Signatory)

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(Signature)

**SCHEDULE "E"**  
**DECLARATION AS TO CANADIAN RESIDENCY**

**CANADIAN RESIDENCY DECLARATION**

**TO: 7535538 Canada Inc. (the "Corporation")**

**AND TO: FTI Consulting Canada Inc.**

In connection with the plan of compromise and arrangement of Canwest (Canada) Inc., Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc. and Canwest Limited Partnership/Canwest Societe en Commandite pursuant to the *Companies' Creditors Arrangement Act* (the "Plan") and the issue of voting common shares in the capital of the Corporation (the "Voting Common Shares) as part of the Plan, the undersigned, being the person in whose name the Voting Common Shares are to be registered upon giving effect to the Plan, hereby DECLARES that:

**I. The beneficial owner of Voting Common Shares received under the Plan will be:**

- the undersigned , OR
- if other than the undersigned,

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(Name and Address)

**II. The beneficial owner of the Voting Common Shares is a "Canadian", meaning it is NOT, and is NOT controlled by, a citizen or subject of a country other than Canada.**

I declare that I have examined this Declaration and to the best of my knowledge and belief it is true, correct and complete.

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DATED the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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(Name)

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(Address)

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(Signature)

INSTRUCTIONS

1. *This declaration is to be completed by the person in whose name Voting Common Shares in the capital of the Corporation are to be registered.*
2. *Please return completed declaration to FTI Consulting Canada Inc. no later than ten (10) days prior to the Plan Sanction Date (as defined in the Plan).*
3. *If you have any questions regarding this Declaration, please call 1-888-310-7627.*

**This form may be returned by regular mail, courier, fax or e-mail to FTI Consulting Canada Inc. at:**

FTI Consulting Canada Inc.  
Court Appointed Monitor of the LP Entities  
79 Wellington Street West  
Suite 2010, P.O Box 104  
Toronto, Ontario, M5K 1GA

Attention: Pamela Luthra  
Telephone: (888) 310-7627  
Fax: (416) 649-8101  
CanwestLP@fticonsulting.com

**SCHEDULE "F"**

Court File No CV-10-8533-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF CANWEST PUBLISHING  
INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
INC. and CANWEST (CANADA) INC.

APPLICANTS

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**NOTICE OF LP SUBORDINATED LENDER PRO RATA CLAIMS**

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TO: CANWEST LIMITED PARTNERSHIP, on behalf of the LP Entities

COPY TO: LP SUBORDINATED LENDERS (by way of posting to Subordinated Lenders' Website)

COPY TO: FTI Consulting Canada Inc., Monitor of the LP Entities

This notice is issued pursuant to the Creditors' Meeting Order issued in the CCAA proceeding of Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc. and Canwest (Canada) Inc. (the "**Applicants**") and Canwest Limited Partnership (collectively, with the Applicants, the "**LP Entities**") on May 17, 2010 by the Honourable Madam Justice Pepall (the "**Creditors' Meeting Order**") Capitalized terms used herein are as defined in the Creditors' Meeting Order unless otherwise noted A copy of the Creditors' Meeting Order can be obtained from the website of FTI Consulting Canada Inc., the Monitor of the LP Entities, at <http://cfcanada.fticonsulting.com/clp>.

**THE AGGREGATE CLAIM OF THE LP SUBORDINATED LENDERS IS BEING ESTABLISHED PURSUANT TO THE TERMS OF THE CLAIMS PROCEDURE ORDER, AS AMENDED.**

Each Senior Lender's *pro rata* share of the Subordinated Lenders Claims based upon the LP Subordinated Agent's records, is set out in Schedule "A" attached hereto.

If you agree with the amounts set out in this Notice of LP Subordinated Lender Pro Rata Claims, you are not required to respond. If you disagree with the amounts set out in this Notice of LP Subordinated Lender Pro Rata Claims you must deliver a Notice of Dispute - LP Subordinated Lender Pro Rata Claims to the Monitor (with a copy to the LP Subordinated Agent), by no later than **5:00 pm (Toronto time) on May 27, 2010.**

**IF YOU FAIL TO DELIVER A NOTICE OF DISPUTE – LP SUBORDINATED LENDER PRO RATA CLAIMS BY 5:00 PM (TORONTO TIME) ON MAY 27, 2010, THEN YOU SHALL BE DEEMED TO HAVE ACCEPTED THE AMOUNT DESIGNATED AS YOUR *PRO RATA* SHARE OF THE LP SUBORDINATED LENDER CLAIMS SET OUT IN THIS NOTICE OF LP SUBORDINATED LENDER PRO RATA CLAIMS AS YOUR PROVEN CLAIM FOR THE PURPOSES OF VOTING AND DISTRIBUTION UNDER THE PLAN.**

DATED at Toronto, this 17th day of May, 2010.

THE BANK OF NOVA SCOTIA, in its capacity as Administrative Agent  
Scotia Plaza  
40 King Street West  
Box 4085  
Station "A"  
Toronto, Ontario  
M5N 2X6

Attention: Rob King  
Fax: 416-866-2010  
E-mail: [rob\\_king@scotiacapital.com](mailto:rob_king@scotiacapital.com)

SCHEDULE "A"

SENIOR LENDER'S PRO RATA SHARE OF SYNDICATE CLAIMS

SEE ATTACHED

**SCHEDULE "G"**

Court File No CV-10-8533-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF CANWEST PUBLISHING INC./  
PUBLICATIONS CANWEST INC., CANWEST BOOKS INC.  
and CANWEST (CANADA) INC.**

**APPLICANTS**

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**NOTICE OF DISPUTE – LP SUBORDINATED LENDER PRO RATA CLAIMS**

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1. Particulars of the Disputing Claimant:

LP Subordinated Lender

(i) Full legal name: \_\_\_\_\_

(ii) Full Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(iii) Telephone Number: \_\_\_\_\_

(iv) Facsimile: \_\_\_\_\_

(v) E-mail Address: \_\_\_\_\_

(vi) Attention: \_\_\_\_\_

**2. DISPUTE OF VALUATION OF PRO RATA CLAIMS:**

The Disputing Claimant disputes the amounts set out in the Notice of Claim – LP Subordinated Lender Pro Rata Claim.

**3. REASONS FOR DISPUTE:**

*(Provide full particulars of the dispute, including the amount in dispute, the reasons for dispute and supporting documentation)*

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**THIS NOTICE OF DISPUTE – LP SUBORDINATED LENDER PRO RATA CLAIM MUST BE RETURNED TO AND RECEIVED BY THE MONITOR WITH A COPY TO THE AGENT BY NO LATER THAN 5:00 PM (TORONTO TIME) ON MAY 27, 2010 AT THE FOLLOWING ADDRESS OR FACSIMILE:**

TO:

FTI CONSULTING CANADA INC., in its capacity as Monitor of the LP Entities  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario, M5K 1G8

Attention: Pamela Luthra

Telephone: 416-649-8070

Fax: 416-649-8101

E-mail: [CanwestLP@fticonsulting.com](mailto:CanwestLP@fticonsulting.com)



COPY TO:

THE BANK OF NOVA SCOTIA, in its capacity as Administrative Agent

Scotia Plaza  
40 King Street West  
Box 4085  
Station "A"  
Toronto, Ontario  
M5N 2X6

Attention: Rob King

Fax: 416-866-2010

E-mail: rob\_king@scotiacapital.com

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Per: \_\_\_\_\_

**SCHEDULE "H"**

**[PROPOSED FORM OF MASTER BALLOT]**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*  
(CANADA), R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CANWEST PUBLICATIONS INC./PUBLICATIONS CANWEST INC., CANWEST  
BOOKS INC. and CANWEST (CANADA) INC.**

**MASTER BALLOT FOR ACCEPTING OR REJECTING THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
CANWEST PUBLICATIONS INC./PUBLICATIONS CANWEST INC., CANWEST  
BOOKS INC. and CANWEST (CANADA) INC.**

**MASTER BALLOT FOR VOTING THE 9.25% SENIOR SUBORDINATED NOTES  
DUE JULY, 2015  
ISSUED BY CANWEST LIMITED PARTNERSHIP pursuant to an indenture dated July 13, 2007.**

**(CUSIP Numbers 13874TAA0 and C21405AA0)**

**THE VOTING DEADLINE BY WHICH THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., IS 5:00 P.M., NEW YORK CITY TIME ON JUNE 9, 2010 IF YOUR MASTER BALLOT IS NOT ACTUALLY RECEIVED ON OR BEFORE THE VOTING DEADLINE, THE VOTES REPRESENTED BY YOUR BALLOT MAY NOT BE COUNTED.**

This Master Ballot is to be used by you, as a broker, bank, or other nominee (or as their proxy holder or agent) (each of the foregoing, a "Nominee"), for beneficial owners of the 9.25% Senior Subordinated Notes due July, 2015 issued by Canwest Limited Partnership (the "LP Notes"), to transmit the votes of such Holders in respect of their LP Notes to accept or reject the Plan of Compromise or Arrangement of Canwest Publications Inc./Publication Canwest Inc., Canwest Books Inc. and Canwest (Canada) Inc. under the *Companies Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended (as it may be amended, the "Plan") Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Plan. The Plan is Schedule [●] to the information circular mailed in connection with the Plan, dated May

[20] 2010 (the “**Information Circular**”) If you do not have a copy of the Information Circular, you may obtain a copy from the Monitor website at <http://cfcanada.fticonsulting.com/clp> Before you transmit such votes, please review the Plan and the Information Circular carefully, including the voting procedures explained in Section[●] of the Information Circular.

**PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., NEW YORK CITY TIME ON JUNE 9, 2010 IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE MONITOR PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**Item 1 Certification of Authority to Vote** The undersigned certifies that as of May 18, 2010, the Record Date, the undersigned (please check the applicable box):

- Is a broker, bank, or other nominee for the beneficial owners of the aggregate principal amount of LP Notes listed in Item 2 below, and is the registered Holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered Holder of the aggregate principal amount of LP Notes listed in Item 2 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank or other nominee, or a beneficial owner, that is the registered Holder of the aggregate principal amount of LP Notes listed in Item 2 below,

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the beneficial owners of the LP Notes described in Item 2 below.

**Item 2** The undersigned transmits the following votes of beneficial owners in respect of their LP Notes, and certifies that the following beneficial owners of LP Notes, as identified by their respective customer account numbers set forth below, are beneficial owners of such securities as of May 18, 2010, the Record Date, and have delivered to the undersigned, as Nominee, Ballots casting such votes. (Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table.)

Please note: Each beneficial owner must vote all his, her, or its LP Note Claims either to accept or reject the Plan, and may not split such vote.

<b>Your Customer Account Number of Each Beneficial Owner of Notes</b>	<b>Principal Amount of Notes Voted to ACCEPT the Plan</b>		<b>Principal Amount of Notes Voted to REJECT the Plan</b>
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
<b>TOTALS</b>	\$		\$

**Item 3 Certification As to Transcription of Information From Item 3 of Beneficial Owner Ballots As to Other LP Notes Voted by Beneficial Owners** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by beneficial owners in Item 3 of the Beneficial Owner Ballots, identifying any other LP Notes for which such beneficial owners have submitted other Ballots:

<b>TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOT</b>				
Your customer account number for each beneficial owner who completed Item 3 of the Beneficial Owner Ballot	Account Number (Transcribe from Item 3 of Beneficial Owner Ballot)	Name of Holder (Transcribe from Item 3 of Beneficial Owner Ballot)	Principal Amount of Other LP Notes Voted (Transcribe from Item 3 of Beneficial Owner Ballot)	CUSIP of Other LP Notes Voted
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

**Item 4 Proxy**

**THE UNDERSIGNED AFFECTED CREDITOR**, hereby nominates, constitutes, and appoints \_\_\_\_\_ or, if no person is named, Jay Swartz of Davies Ward Phillips & Vineberg LLP as counsel to the Ad Hoc Committee with full power of substitution, to vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Affected Creditor with respect to any amendments or variations to the Plan and to any other matters that may come before the meeting of Affected Creditors of the LP Entities or any adjournment thereof.

**Item 5 Certification** By signing this Master Ballot, the undersigned certifies that each beneficial owner of LP Notes listed in Item 2 above has been provided with a copy of the Information Circular and acknowledges that the solicitation of votes is subject to all the terms and conditions set forth in the Information Circular.

Name of Broker, Bank, or Other Nominee:

\_\_\_\_\_  
(Print or Type)

Name of Proxy Holder or Agent for Broker, Bank, or Other Nominee (if applicable):

\_\_\_\_\_  
(Print or Type)

Participant No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Province/State: \_\_\_\_\_

Postal Code/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT**

**THIS MASTER BALLOT MUST BE FORWARDED IN AMPLE TIME TO BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., NEW YORK CITY TIME ON JUNE 9, 2010 IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE MONITOR PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTES TRANSMITTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**IT MAY BE FORWARDED TO THE MONITOR IN ANY OF THE FOLLOWING WAYS:**

**BY MAIL, OVERNIGHT COURIER OR HAND DELIVERY TO FTI CONSULTING CANADA INC, COURT APPOINTED MONITOR OF THE LP ENTITIES, 79 WELLINGTON STREET WEST, SUITE 2010, P.O BOX 104, TORONTO, ONTARIO, M5K 1GA, ATTENTION: PAMELA LUTHRA; OR**

**BY E-MAIL AT [CANWESTLP@FTICONSULTING.COM](mailto:CANWESTLP@FTICONSULTING.COM). (PLEASE CONFIRM RECEIPT BY CALLING (888) 310 7627.**

**IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE PLAN, PLEASE CALL LAUREL HILL at ●**

**VOTING DEADLINE:**

The Voting Deadline is **5:00 P.M., NEW YORK CITY TIME ON JUNE 9, 2010** To have the vote of your customers count, you must complete, sign, and return this Master Ballot so that it is **ACTUALLY RECEIVED** on or before the Voting Deadline by FTI Consulting Canada Inc., at:

FTI Consulting Canada Inc.  
Court Appointed Monitor of the LP Entities  
79 Wellington Street West  
Suite 2010, P.O Box 104  
Toronto, Ontario, M5K 1GA

Attention: Pamela Luthra  
Telephone: (888) 310-7627  
Fax: (416) 649-8101  
[CanwestLP@fticonsulting.com](mailto:CanwestLP@fticonsulting.com)

This Master Ballot may also be transmitted via e-mail. If you are sending your Master Ballot by e-mail, please e-mail it to: [canwestLP@fticonsulting.com](mailto:canwestLP@fticonsulting.com) and confirm receipt by calling: (888) 310-7627 If you send your Master Ballot by e-mail, promptly send your original Ballot to FTI Consulting Canada Inc. at the address listed above.



## HOW TO VOTE:

### If you are transmitting the votes for any Beneficial Owners other than yourself:

For any Beneficial Owner Ballots complete Item 1:

Deliver the Beneficial Owner Ballot to the beneficial owner, along with the Information Circular and other materials requested to be forwarded, and take the necessary actions to enable such beneficial owner to (i) complete and execute such Beneficial Owner Ballot voting to accept or reject the Plan, and (ii) return the completed and executed Beneficial Owner Ballot to you in sufficient time to enable you to complete the Master Ballot and deliver it to the Monitor before the Voting Deadline; and

With respect to all Beneficial Owner Ballots returned to you, you must properly complete the Master Ballot, as follows:

- a. Check the appropriate box in Item 1 on the Master Ballot;
- b. Indicate the votes to accept or reject the Plan in Item 2 of this Master Ballot, as transmitted to you by the beneficial owners of LP Notes To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). **IMPORTANT: BENEFICIAL OWNERS MAY NOT SPLIT THEIR VOTES. EACH BENEFICIAL OWNER MUST VOTE ALL HIS, HER, OR ITS LP NOTES EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE MONITOR IMMEDIATELY** Any Beneficial Owner Ballot or Master Ballot which is validly executed but which does not indicate acceptance or rejection of the Plan by the indicated beneficial owner or which impermissibly attempts to split a vote will not be counted;
- c. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each beneficial owner from Item 3 of each completed Beneficial Owner Ballot relating to other LP Notes voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. Sign and date the Master Ballot, and provide the remaining information requested in Item 4;
- f. If additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of the Master Ballot to which you are responding;
- g. Multiple Master Ballots may be completed and delivered to the Monitor. Votes reflected by multiple Master Ballots will be counted except to the extent that the votes thereon are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest Master Ballots actually received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Ballot. If more than one Master Ballot is submitted and the later Master Ballot supplements rather than supersedes the earlier Master Ballot(s), please mark the subsequent Master Ballot with the words

“Additional Vote” or such other language as you customarily use to indicate an additional vote that is not meant to revoke an earlier vote; and

- h. Deliver the completed and executed Master Ballot so that it is ***actually received*** by the Monitor on or before the Voting Deadline. For each completed and executed Beneficial Owner Ballot returned to you by a beneficial owner, either forward such Beneficial Owner Ballot (along with your Master Ballot) to FTI Consulting Canada Inc. or retain such Beneficial Owner Ballot in your files for at least one year from the Voting Deadline.

**PLEASE NOTE:**

This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates representing their securities. The Monitor will not accept delivery of any such certificates surrendered together with this Master Ballot.

No Beneficial Owner Ballot or Master Ballot shall constitute or be deemed a proof of claim, an assertion of a Claim or an admission by the LP Entities of the nature, validity or amount of any Claim or Interest.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF ANY LP ENTITY OR FTI CONSULTING CANADA INC., OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN OR INFORMATION CIRCULAR, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

**IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE PLAN, PLEASE CALL THE MONITOR AT (888) 310-7627.**

**SCHEDULE "I"**

**[PROPOSED FORM OF BENEFICIAL OWNER BALLOT]**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*  
(CANADA), R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
CANWEST PUBLICATIONS INC./PUBLICATIONS CANWEST INC., CANWEST  
BOOKS INC. and CANWEST (CANADA) INC.**

**BENEFICIAL OWNER BALLOT FOR ACCEPTING OR REJECTING THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF  
CANWEST PUBLICATIONS INC./PUBLICATIONS CANWEST INC., CANWEST  
BOOKS INC. and CANWEST (CANADA) INC.**

**BENEFICIAL OWNER BALLOT FOR VOTING THE 9.25% SENIOR  
SUBORDINATED NOTES DUE JULY, 2015  
ISSUED BY CANWEST LIMITED PARTNERSHIP pursuant to an indenture dated July 13, 2007.**

**(CUSIP Numbers 13874TAA0 and C21405AA0)**

**THE VOTING DEADLINE BY WHICH THIS BENEFICIAL OWNER BALLOT MUST BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., IS 5:00 P.M., NEW YORK CITY TIME ON JUNE 9, 2010 IF YOUR BENEFICIAL OWNER BALLOT IS NOT ACTUALLY RECEIVED ON OR BEFORE THE VOTING DEADLINE, THE VOTES REPRESENTED BY YOUR BALLOT MAY NOT BE COUNTED.**

If you are a beneficial owner of any of the 9.25% Senior Subordinated Notes due July, 2015 issued by Canwest Limited Partnership (the "LP Notes"), please use this Ballot to cast your vote to accept or reject to transmit the votes of such holders in respect of their LP Notes to accept or reject the Plan of Compromise or Arrangement of Canwest Publications Inc./Publication Canwest Inc., Canwest Books Inc. and Canwest (Canada) Inc. under the *Companies Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended (as it may be amended, the "Plan") Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Plan. The Plan is Schedule [●] to the information circular mailed in connection with the Plan, dated May [20] 2010 (the "Information Circular") If you do not have a copy of the Information Circular you may obtain a copy from the Monitor website at

<http://cfcanada.fticonsulting.com/clp> Before you transmit such votes, please review the Plan and the Information Circular carefully, including the voting procedures explained in Section [●] of the Information Circular.

**HOW TO VOTE**

1. COMPLETE ITEM 1 (if not already filled out by your nominee) AND ITEM 2 AND COMPLETE ITEM 3 (if applicable).
2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 4.
3. **SIGN THE BALLOT**
4. DELIVER THE BALLOT TO YOUR NOMINEE AND PLEASE ENSURE ADEQUATE TIME FOR THE NOMINEE TO COMPLETE ITS MASTER BALLOT AND RETURN TO THE MONITOR IN ADVANCE OF **JUNE 9, 2010**.
6. YOU MUST VOTE ***ALL YOUR*** LP NOTES ***EITHER*** TO ACCEPT OR TO REJECT THE PLAN AND ***MAY NOT SPLIT YOUR VOTE***.

An authorized signatory of an eligible beneficial owner may execute this Ballot, but must provide the name and address of the beneficial owner on this Ballot and may be required to submit evidence to the Monitor demonstrating such signatory's authorization to vote on behalf of the beneficial owner. Authorized signatories voting on behalf of more than one beneficial owner must complete a separate Ballot for each owner.

You may receive multiple mailings containing Ballots, especially if you own your LP Notes through more than one bank, broker, or other intermediary. You should vote each Ballot that you receive for all of the LP Notes that you beneficially own. You must provide all of the information requested by this Ballot. Failure to do so may result in the disqualification of your vote.

**Item 1. Principal Amount of LP Notes Voted.** The undersigned certifies that as of May 18, 2010, the Record Date, the undersigned was either the beneficial owner, or the nominee of a beneficial owner, of LP Notes in the following aggregate unpaid principal amount (insert amount in the box below) and such LP Notes were held in the following Account Number. If your LP Notes are held by a nominee on your behalf and the amount has not been completed by your nominee and you do not know the amount, please contact your nominee immediately.

Account Number	Name of Holder*	Principal Amount LP Notes Voted
		\$

**Item 2. Vote** The beneficial owner of the LP Notes identified in Item 1 votes as follows (check one box only-if you do not check a box your vote will not be counted):

to **Accept** (votes for) the Plan.  to **Reject** (votes against) the Plan.

**Item 3. Identify All Other LP Notes Voted.** By returning this Ballot, the beneficial owner of the LP Notes identified in Item 1 certifies that (a) this Ballot is the only Ballot submitted for the LP Notes owned by such beneficial owner, except for the LP Notes identified in the following table, and (b) all Ballots for LP Notes submitted by the beneficial owner indicate the same vote to accept or reject the Plan that the beneficial owner has indicated in Item 2 of this Ballot (please use additional sheets of paper if necessary):

**ONLY COMPLETE ITEM 3 IF YOU HAVE SUBMITTED OTHER  
BALLOTS**

<b>Account Number</b>	<b>Name of Holder*</b>	<b>Principal Amount of Other LP Notes Voted</b>
		\$
		\$

\*Insert your name if the LP Notes are held by you in record name or, if held in street name, insert the name of your broker or bank.

**Item 4.**

**THE UNDERSIGNED AFFECTED CREDITOR,** hereby nominates, constitutes, and appoints \_\_\_\_\_ or, if no person is named, Jay Swartz of Davies Ward Phillips & Vineberg LLP as counsel to the Ad Hoc Committee with full power of substitution, to vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Affected Creditor with respect to any amendments or variations to the Plan and to any other matters that may come before the meeting of Affected Creditors of the LP Entities or any adjournment thereof.

**Item 5. Certification.** By signing and returning this Ballot, the undersigned certifies that:

- (a) the information in Item 1 is true and correct;
- (b) no other Ballot cast with respect to the amount of the LP Note Claims identified in Item 1 have been cast with respect to such LP Note Claims, or that any such previously cast Ballots are hereby revoked;
- (c) a copy of the Information Circular relating to the Plan has been provided to and reviewed by the undersigned; and

- (d) as the Holder or authorized signatory of the amount of LP Notes set forth in Item 1, the undersigned has full power and authority to vote to accept or reject the Plan.

The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Information Circular and the Plan.

Name: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(if other than Holder)

Title: \_\_\_\_\_  
(if applicable)

Street Address: \_\_\_\_\_

City, State/Province, Zip Code/Postal Code: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

By returning this Ballot, the beneficial owner of the LP Notes identified in Item 1 also authorizes and instructs its nominee (i) to furnish the voting information and the amount of LP Notes the nominee holds on its behalf in a master ballot transmitted to the LP Entities, the Monitor or their agent, and (ii) to retain this Ballot and related information in its records for at least one year after the Voting Deadline.

This Ballot shall not constitute or be deemed a proof of claim or equity interest, an assertion of a Claim, or an admission by the LP Entities of the nature, validity or amount of any Claim.

## VOTING INSTRUCTIONS

**THIS BENEFICIAL OWNER BALLOT MUST BE FORWARDED TO THE NOMINEE IN ADEQUATE TIME SO THAT THE NOMINEE MAY FILL OUT THE MASTER BALLOT AND RETURN IT TO FTI CONSULTING CANADA INC. (THE MONITOR) ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., NEW YORK CITY TIME ON JUNE 9, 2010. IF THIS BENEFICIAL OWNER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED IN ADEQUATE TIME, THEN THE VOTES TRANSMITTED BY THE MASTER BALLOT MAY NOT BE COUNTED.**

**IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE PLAN, PLEASE CALL LAUREL HILL at ●**

### **Please Take Notice That:**

1. Your vote to accept or reject the Plan must be cast by completing this Ballot. Votes that are cast in any other manner will not be counted.
2. Except to the extent determined by Monitor in its reasonable discretion or as otherwise permitted by the Court, the Monitor will not accept or count any Ballots or Master Ballots received after the Voting Deadline.
3. The Monitor and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
4. Any entity entitled to vote to accept or reject the Plan may change its vote before the Voting Deadline by completing and casting a superseding Ballot so that it is received on or before such deadline.
5. IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE PLAN, PLEASE CALL FTI CONSULTING CANADA INC. AT (888) 310-7627.

**YOU SHOULD REVIEW THE INFORMATION CIRCULAR AND PLAN CAREFULLY BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT UNDER THE PLAN.**

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985, c.C-36,  
AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANWEST  
PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS INC. AND  
CANWEST (CANADA) INC.

Court File No: CV-10-8533-00CL

APPLICANTS

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**CREDITORS' MEETING ORDER**

**OSLER, HOSKIN & HARCOURT LLP**  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8

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Lawyers for the Applicants

F. 1117119