

**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 SINO-FOREST CORPORATION

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**BOOK OF AUTHORITIES OF THE APPLICANT**

**(Claims Procedure Motion Returnable May 14, 2012)**

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Dated: May 11, 2012

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IN THE MATTER OF THE *COMPANIES' CREDITORS*  
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*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE MR. ) WEDNESDAY, THE 27<sup>th</sup> DAY  
JUSTICE CAMPBELL ) OF AUGUST, 2008

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE  
OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC.**,  
**4322525 CANADA INC.** and **SUGRA LIMITED**

Applicants



**NON-APPLICANT CLAIMS ORDER**

**THIS MOTION** made by the Applicants for an Order establishing a claims process for the identification and determination of all Claims (as defined herein) against the following non-Applicant subsidiaries of the Applicants: Domgroup Ltd., 10 Toronto Street Inc., Holcay Holdings Ltd. and 021173 N.B. Limited a.k.a. Willett Foods f/k/a Willett Food Company (collectively, the “**Non-Applicants**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Applicants’ Notice of Motion dated August 15, 2008, the 9<sup>th</sup> Report of Ernst & Young Inc. in its capacity as Court-appointed monitor of the Applicants (the “**Monitor**”) and on hearing from counsel for the Applicants, the Monitor, Davidson Kempner Capital Management LLC and certain of its affiliates (collectively, “**DK**”), Sun-Times Media Group, Inc. (“**STMG**”), Delaware Trust Company, National Association, in its capacity as collateral agent and as trustee under an indenture dated as of March 10, 2003 and HSBC Bank USA, National Association, in its capacity as trustee under an indenture dated as of September 30, 2004 (collectively, the “**Indenture Trustees**”), and such other counsel as were present and on being advised that the Service List as of August 15, 2008 was served electronically with the Applicants’

Notice of Motion dated August 15, 2008 herein,

**Service**

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

**Definitions and Interpretations**

2. **THIS COURT ORDERS** that, for the purposes of this Order (the “**Non-Applicant Claims Order**”), in addition to the terms defined elsewhere in this Non-Applicant Claims Order, the following terms shall have the following meanings:
  - (a) “**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
  - (b) “**Claim**” means:
    - (i) a Secured Claim;
    - (ii) a Domgroup OPEB Claim; and
    - (iii) the rights of any Person whatsoever, including any Secured Creditor, against one or more of the Non-Applicants or the Directors, whether or not asserted and however acquired, in connection with any (a) indebtedness, liability or obligation of any kind of one or more of the Non-Applicants and/or Directors in existence on the Claim Date, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, direct or indirect, by guarantee, surety, insurance deductible or otherwise, and whether or not such claim or right arises out of a contract that is executory or anticipatory in nature, (b) right of any Person, including but not limited to any Non Arms-Length Claimant, to assert a claim against the Non-Applicants for any advancement payments or any

indemnification obligations or any claim for contribution, indemnity, damages or payment whether directly or by way of third party claim or otherwise with respect to any matter, action, cause of action or chose in action, whether asserted or not, which is based in whole or in part on facts or circumstances existing as at the Claim Date; (c) any other claims that would have been claims provable in bankruptcy had the applicable Non-Applicant become bankrupt on the Claim Date;

but Claim shall not include any indebtedness, liability or obligation owing by any Non-Applicant to another Non-Applicant, or any indebtedness, liability or obligation owing by a Non-Applicant to any of the Applicants.

- (c) **“Claims Bar Date”** means, with respect to all Claims other than Domgroup OPEB Claims (as defined herein), 5:00 p.m. (Eastern Standard Time) on September 30, 2008, or such later date as may be ordered by this Court. Notwithstanding anything else contained in this Non-Applicant Claims Order, the Claims Bar Date for Domgroup OPEB Claims shall be thirty (30) calendar days following the date of an Order made by this Honourable Court appointing Representative Counsel for all Persons having a Domgroup OPEB Claim;
- (d) **“Claim Date”** means August 27, 2008, which shall be the date for determining all Claims under this Claims Order;
- (e) **“Claims Order”** means the Order of Mr. Justice Campbell dated May 21, 2008 ordering the implementation of a CCAA Claim Process for all claims against the Applicants as set out therein;
- (f) **“Claims Officer”** means David E. Baird, Q.C. appointed by the Court pursuant to paragraph 11 of the Claims Order and paragraph 10 of this Non-Applicant Claims Order;
- (g) **“Creditor”** means any Person having a Claim including any Known Creditor, and includes without limitation the transferee or assignee of a Claim or a trustee, liquidator, receiver, receiver and manager, or other Person acting on behalf of such



Person;

- (h) **“Creditor's Dispute Package”** means a copy of the Notice of Revision or Disallowance associated with the Creditor's Proof of Claim and the Dispute Notice;
- (i) **“CRO”** means the Chief Restructuring Officer of the Applicants and the Non-Applicants, which is BlueTree Advisors Inc., using the services of its sole officer and director William E. Aziz, or such replacement CRO as may be approved by this Court in respect of the Applicants, or as may be appointed by the Non-Applicants;
- (j) **“Directors”** means only those individuals who were, as at July 31, 2007, a director or officer of any one or more of the Non-Applicants or have been, since July 31, 2007, a director or officer of any one or more of the Non-Applicants;
- (k) **“Disputed Claim”** means a Claim or such portion thereof that is disputed by any of the Non-Applicants or the Monitor;
- (l) **“Dispute Notice”** means the notice delivered by a Creditor to the Monitor and the Non-Applicants with respect to a Claim pursuant to paragraph 27 which shall be substantially in the form attached as Schedule ‘E’ hereto;
- (m) **“Domgroup OPEB Claim”** means the right of any Person to assert an existing or future Claim for payment, reimbursement or coverage arising in connection with any post-employment benefit plan involving Domgroup Ltd. or 10 Toronto Street Inc., whether in relation to medical, dental, disability, life insurance or other form of benefit, obligation or payment to which such Person (or others who may be entitled to claim under or through such Person) might be entitled. For greater certainty, a Domgroup OPEB Claim does not include: (i) a Claim in respect of any pension top-up payments for retirees of the former Dominion Stores and / or their surviving spouses (ii) a Claim in respect of any long-term disability payment or entitlement; however each of (i) and (ii) are a Claim for all purposes under this Non-Applicant Claims Order;
- (n) **“Insolvency Proceeding”** means any voluntary or involuntary bankruptcy,

receivership, liquidation, winding up or other realization process or proceeding involving the Non-Applicants at any time whereby the claims of creditors are determined and the assets of the Non-Applicants are distributed for the benefit of their creditors;

- (o) **“Instruction Letter”** means the instruction letter to Creditors, in substantially the form attached as Schedule ‘B’ hereto, regarding the completion of a Proof of Claim by a Creditor and the claims process described herein;
- (p) **“Known Creditor”** means:
  - (i) any Person that the financial or other records of a Non-Applicant as of the Claim Date disclose had, or may be entitled to assert a Claim, where monies in respect of such Claim remain unpaid in full or in part, without acknowledging in any respect the validity or existence of any such Claim;
  - (ii) any Non Arms-Length Claimant (and service or notice to an individual Person shall be deemed to be effective service in respect of any corporate or other Person owned or controlled by such individual Person);
  - (iii) Secured Creditors; and
  - (iv) Representative Counsel (as defined herein), upon his or her appointment by this Honourable Court in respect of and on behalf of all Persons having a Domgroup OPEB Claim;
- (q) **“Multi-Party Settlement”** means the Multi-Party Settlement dated May 14, 2008 among the Applicants, STMG and DK as approved by Order of the Court dated May 21, 2008;
- (r) **“Non Arms-Length Claimant”** means any Person who was a director or officer of any of the Non-Applicants prior to the commencement of the Applicants’ CCAA Proceedings, who was not also an officer or director of any of the Non-Applicants after such date, and all Persons related to such Non Arms-Length Claimant including but not limited to all companies or other legal entities that such Persons own or

control in whole or in part, directly or indirectly;

- (s) **“Notice of Revision or Disallowance”** means the notice delivered by the Monitor to a Creditor in accordance with paragraph 26 hereof which forms part of the Creditor’s Dispute Package, which shall be substantially in the form attached as Schedule ‘D’ hereto;
- (t) **“Notice to Creditors”** means the notice to Creditors for publication in accordance with paragraph 13 hereof, which shall be substantially in the form attached as Schedule ‘A’ hereto;
- (u) **“Person”** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, group, unincorporated organization, joint venture, government or any agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other entity howsoever designated or constituted;
- (v) **“Proof of Claim”** means the form to be completed and filed by a Creditor setting forth its purported Claim, which shall be substantially in the form attached as Schedule ‘C’ hereto and which shall include all supporting documentation in respect of such Claim;
- (w) **“Proof of Claim Document Package”** means a document package which shall include a copy of the Instruction Letter, a Proof of Claim, this Non-Applicant Claims Order and such other materials as the Monitor or Non-Applicants may consider appropriate or desirable;
- (x) **“Representative Counsel”** means counsel appointed by this Honourable Court to act as a legal representative for Persons holding Domgroup OPEB Claims;
- (y) **“Secured Creditor”** means any Creditor holding a Claim, any portion of which is, or was at the Claim Date, a Secured Claim;
- (z) **“Secured Claim”** means, subject to the provisions of any settlement agreement approved by this Honourable Court, that portion of a Claim of a Secured Creditor

that is: (i) secured by security validly charging or encumbering property or assets of any of the Non-Applicants (including statutory and possessory liens that create security interests) up to the value of such collateral; and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Claim Date;

(aa) **“Supervising Judge”** means the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List);

(bb) **“Website”** means the website of the Monitor, [www.ey.com/ca/hollinger](http://www.ey.com/ca/hollinger)

3. **THIS COURT ORDERS** that all references to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day in Toronto unless otherwise indicated herein.
4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.
5. **THIS COURT ORDERS** that references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

#### **General Provisions**

6. **THIS COURT ORDERS** that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim, Notices of Revision or Disallowance and Dispute Notices are completed and executed, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Non-Applicant Claims Order as to completion and execution of Proofs of Claim, Notices of Revision or Disallowance and Dispute Notices and to request any further documentation the Monitor may require in order to enable it to determine the validity of a Claim.

#### **Monitor's Role in Claims Process**

7. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall implement

and oversee the claims process in respect of the Non-Applicants as provided for herein, including the determination of Claims of Creditors as provided for herein, with assistance from the CRO, and is hereby directed and empowered to take such other actions and as are contemplated by this Non-Applicant Claims Order.

8. **THIS COURT ORDERS** that the Monitor may apply to this Court for directions regarding its obligations in respect of the claims process provided for in this Non-Applicant Claims Order.
  
9. **THIS COURT ORDERS** that neither the Monitor nor the CRO shall have any responsibility or liability with respect to any information, confidential or otherwise, including without limitation, a Proof of Claim Document Package, a Creditor's Dispute Package or otherwise, distributed, circulated or released, whether intentional or unintentional, by the Monitor or CRO relating to the exercise of their powers and discharge of their obligations under this Non-Applicant Claims Order. The Monitor and the CRO shall be entitled to rely on the Non-Applicants' books and records for all purposes including establishing the names and addresses of Known Creditors. The rights and protections afforded to the Monitor under the CCAA and the Initial Order or as an officer of this Court, and the rights and protections afforded to the CRO of the Applicants under the Order of this Court dated May 21, 2008 and pursuant to any indemnity from the Applicants and Non-Applicants, apply to the activities of the Monitor and the CRO under this Order. Neither the Monitor nor the CRO of the Non-Applicants shall incur any liability or obligation as a result of the fulfillment of their respective duties in the carrying out of the provisions of this Non-Applicant Claims Order, save and except for any gross negligence or willful misconduct on their part.

**Claims Officer**

10. **THIS COURT ORDERS** that, subject to paragraph 7 herein and subject to the discretion of the Court on a motion pursuant to paragraph 30 hereof, the Claims Officer shall determine the validity and amount of Disputed Claims in accordance with this Non-Applicant Claims Order. The Claims Officer shall determine all procedural matters that may arise in respect of its determination, including the manner in which any evidence may be adduced. The Claims

Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before the Claims Officer shall be paid.

11. **THIS COURT ORDERS** that the Claims Officer shall be entitled to reasonable compensation for the performance of its obligations set out in this Non-Applicant Claims Order which shall be paid by the Non-Applicants on the same terms as set out in paragraphs 13 and 14 of the Claims Order.
12. **THIS COURT ORDERS** that the Claims Officer shall incur no liability or obligation as a result of the fulfilling of its duties in carrying out of the provisions of this Non-Applicant Claims Order, save and except for any gross negligence or willful misconduct on its part. The Non-Applicants shall indemnify and hold harmless the Claims Officer with respect to any liability or obligation as a result of the fulfilling of its duties in carrying out the provisions of this Non-Applicant Claims Order, save and except for any gross negligence or willful misconduct on its part. No action, application or other proceeding shall be commenced against the Claims Officer as a result of, or relating in any way to its appointment as the Claims Officer, the fulfillment of its duties as the Claims Officer or the carrying out of any Order of this Court except with leave of this Court being obtained, and notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Non-Applicants, the Monitor and the Claims Officer at least seven (7) days prior to the return date of any such motion for leave.

**Publication of Notice to Creditors**

13. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Creditors to be published on two separate days on or before September 3, 2008 in each of (i) The Globe and Mail (National Edition) on one such day; (ii) the National Post on another such day; and (iii) the Cayman Free Press on one day and the Cayman Gazette on one day in respect of Claims only against Holcay Holdings Ltd. or its Directors.
14. **THIS COURT ORDERS** that electronic copies of both the Notice to Creditors and the Proof of Claim Document Package shall be posted on the Website.

**Notice to Known Creditors**

15. **THIS COURT ORDERS** that the Non-Applicants shall advise the Monitor of all Known Creditors, and that the Monitor shall be entitled to rely on the accuracy and completeness of the information provided by the Non-Applicants regarding the Known Creditors. For greater certainty, neither the CRO nor the Monitor shall have any liability in respect of the information provided to either of them regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to such information. Representative Counsel, once appointed by this Honourable Court, shall be a Known Creditor and shall receive all notices and other documents from the Monitor, the Non-Applicants, the Claims Officer and the CRO on behalf of all Persons holding a Domgroup OPEB Claim. Notwithstanding anything else contained herein, service of any notice to the Representative Counsel by the Monitor, the Non-Applicants, the Claims Officer and the CRO shall, for all purposes in relation to this Non-Applicant Claims Order, be deemed to be notice to all Persons holding a Domgroup OPEB Claim.
16. **THIS COURT ORDERS** that:
- (a) The Monitor shall send a copy of the Proof of Claim Document Package to each Known Creditor by ordinary pre-paid mail as soon as practicable to the last known address for such Creditor on the Non-Applicants' books and records, and in any event by 11:59 p.m. on the seventh (7<sup>th</sup>) Business Day following the date of this Non-Applicant Claims Order. The delivery of the Proof of Claim Document Package to a Creditor shall not constitute an admission by the Non-Applicants, the CRO or the Monitor of any liability of the Non-Applicants to any Person; and
  - (b) The Monitor shall send by ordinary pre-paid mail, as soon as practicable following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material, or in the alternative, notify the purported Creditor that it may obtain an electronic copy of the Proof of Claim Document Package on the Website.

Any such service and delivery by the Monitor for all purposes under this Non-Applicant Claims Order shall be deemed to have been received: (i) if sent by ordinary mail, on the third

Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by fax, on the date on which the Monitor receives a successful facsimile transmission report or, if sent on a day that is not a Business Day or after 5:00 (Toronto time) on a Business Day, the following Business Day; (iii) if by courier, on the next following Business Day for courier deliveries within Canada, and on the third following Business Day for courier deliveries outside of Canada. For greater certainty, the notice and service provisions of this paragraph 16 only apply to the Domgroup OPEB Claims upon the appointment of Representative Counsel by this Honourable Court.

17. **THIS COURT ORDERS** that service by the Monitor of the Proof of Claim Document Package on Creditors and publication of the Notice to Creditors in the manner set forth herein shall constitute good and sufficient service upon the Creditors of notice of this Non-Applicant Claims Order, the Claims Bar Date and the related deadlines and procedures set forth herein, and that no other form of service or notice need be made by the Non-Applicants, the CRO or the Monitor to any Person, and no other document or material need be served on any Person in respect of the claims process detailed herein.
18. **THIS COURT ORDERS** that the form and substance of each of the Notice to Creditors, Instruction Letter, Proof of Claim, Notice of Revision or Disallowance and Dispute Notice substantially in the forms attached as Schedules 'A', 'B', 'C', 'D' and 'E' respectively to this Non-Applicant Claims Order, are hereby approved. Despite the foregoing, the Non-Applicants, the CRO and the Monitor may, from time to time, make minor changes to such forms as the Non-Applicants, the CRO and the Monitor consider necessary or desirable.

**Filing of Proofs of Claim**

19. **THIS COURT ORDERS** that any Person asserting a Claim against one or more of the Non-Applicants or the Directors shall file a Proof of Claim (including all supporting documentation) with the Monitor on or before the Claims Bar Date. Representative Counsel shall file all Claims constituting Domgroup OPEB Claims on behalf of such claimants as the Creditor, and shall take all such other steps in respect of such Claim as are set out herein.
20. **THIS COURT ORDERS** that each Creditor shall file a separate Proof of Claim for each



Non-Applicant or Director against which it asserts a Claim and shall include any and all Claims it asserts against such Non-Applicant or Director in a single Proof of Claim.

21. **THIS COURT ORDERS** that, any Creditor that does not file a Proof of Claim as provided for in paragraphs 19 and 20 hereof so that such Proof of Claim is actually received by the Monitor on or before the Claims Bar Date or such later date as the Monitor and the Non-Applicants may agree in writing or this Court may otherwise order:
- (a) shall be and is hereby forever barred from making or enforcing any Claim as against any Non-Applicant and the Directors, and all such Claims shall be forever extinguished;
  - (b) shall be and is hereby forever barred from making or enforcing any Claim as against any other Person who could claim contribution or indemnity from a Non-Applicant; and
  - (c) shall not be entitled to any payment or distribution in respect of such Claim at any time.

**Determination of Claims**

22. **THIS COURT ORDERS** that, other than in respect of Claims filed by Non Arms-Length Claimants, the Monitor, with the assistance of the CRO, shall review each Proof of Claim received by the Claims Bar Date and shall either accept, revise or disallow the amount claimed.
23. **THIS COURT ORDERS** that the acceptance of any Claim by the Monitor or other determination of same in accordance with this Non-Applicant Claims Order, in full or in part, shall not constitute an admission of any fact, thing, liability, or quantum of any claim by the Non-Applicants, save and except in the context of the within proceedings and for the sole purposes of winding up the Non-Applicants and implementing the Multi-Party Settlement.

**Claims of Non Arms-Length Claimants**

24. **THIS COURT ORDERS** that, if any Proof of Claim is received by the Monitor from a Non Arms-Length Claimant prior to the Claims Bar Date, such Claim will not be determined by

the Monitor or the Claims Officer, but shall be referred to the Supervising Judge. Upon receipt of any Proof of Claim by a Non Arms-Length Claimant, the Monitor shall take steps to schedule a hearing before the Supervising Judge for a determination of such Claim on an expedited and summary basis. Counsel for the Monitor, the Applicants, DK, STMG, the Indenture Trustees, the Non-Applicants and the Non Arms-Length Claimant shall attend at a 9:30 scheduling appointment with the Supervising Judge within ten (10) calendar days after the Claims Bar Date, at which time the Supervising Judge will determine (i) the date on which the hearing will be held; (ii) the manner in which evidence will be given or filed by all parties in respect of the hearing, (iii) the length and manner of submissions by all parties, (iv) the schedule for the delivery of all materials, and (v) such other matters as the Supervising Judge may determine are appropriate.

25. **THIS COURT ORDERS** that, for greater certainty, the Monitor shall not be required to issue a Notice of Revision or Disallowance or send a Creditor's Dispute Package in respect of any Proof of Claim filed by a Non Arms-Length Claimant. Any references in this Non-Applicant Claims Order to the issuing of such notices or sending of such packages by the Monitor shall be deemed to exclude reference to Proofs of Claim filed by the Non Arms-Length Claimants. The Monitor shall provide counsel for the Non Arms-Length Claimant with not less than three (3) business days' notice of the date for the 9:30 attendance before the Scheduling Judge, as referred to in paragraph 24 herein.

**Notices of Revision or Disallowance**

26. **THIS COURT ORDERS** that if the Monitor, with the assistance of the CRO, disputes the amount of a Claim set forth in a Proof of Claim, the Monitor:
- (a) may, in conjunction with the CRO, attempt to consensually resolve the amount of the Claim with the Creditor; and/or failing such resolution
  - (b) shall send a Creditor's Dispute Package to the Creditor, which shall include a Notice of Revision or Disallowance.

**Dispute Notices**

27. **THIS COURT ORDERS** that any Creditor who receives a Creditor's Dispute Package and

who does not agree with the amount of Claim set out in the Notice of Revision or Disallowance, shall file a Dispute Notice with the Monitor by the earlier of twenty (20) Business Days following receipt of the Creditor's Dispute Package, or such later date as the Monitor and the Non-Applicants may agree in writing, or this Court may otherwise order.

28. **THIS COURT ORDERS** that if a Creditor who receives a Creditor's Dispute Package does not file a Dispute Notice in accordance with paragraph 27 hereof, then the value of such Creditor's Claim as described by the Monitor in the Notice of Revision or Disallowance shall, for all purposes, be deemed to be accepted as final and binding in all respects.
29. **THIS COURT ORDERS** that, upon receipt of a Dispute Notice the Monitor may, in conjunction with the CRO, attempt to consensually resolve the amount of the Claim and/or deliver a copy of the Creditor's Dispute Package and the Creditor's Proof of Claim to the Claims Officer for determination.
30. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, prior to a hearing date being set by the Claims Officer, the Monitor or any Non-Applicant may apply to this Court to seek to have a Claim determined by the Supervising Judge rather than having the Claim first determined by the Monitor and/or secondly by the Claims Officer as provided herein.
31. **THIS COURT ORDERS** that the plan of final distribution at the completion of the Non-Applicant Claims process shall be subject to the approval of this Honourable Court. The CRO and the Monitor shall reasonably consult with DK and STMG during the course of the Non-Applicant Claims process and shall provide notice to DK and STMG prior to accepting any Claims over \$1 million.
32. **THIS COURT ORDERS** that, notwithstanding anything herein to the contrary, the Monitor or the Non-Applicants may move before this Court to resolve or seek directions in respect of the validity, effect and/or quantum of any Claim or any other aspect of the claims process outlined in this Non-Applicant Claims Order.

**Claims Officer's Hearing for Claims**

33. **THIS COURT ORDERS** that upon receipt of a Creditor's Dispute Package and the Creditor's Proof of Claim, the Claims Officer shall schedule and conduct a hearing in Toronto to determine the value of the Creditor's Claim. The Claims Officer hearing the dispute shall notify the Non-Applicants, the Monitor and the Creditor of the Claims Officer's determination of the value of the Creditor's Claim as soon as practicable thereafter, but in no event later than thirty (30) calendar days after the conclusion of the hearing of the Disputed Claim.
34. **THIS COURT ORDERS** that, subject to paragraph 10 hereof, the parties to the Disputed Claim may offer evidence in support or in opposition to the Disputed Claim, and the Claims Officer shall determine the manner in which any such evidence may be brought before him by the parties, as well as any other procedural or evidentiary matters that may arise in respect of the hearing of a Disputed Claim, including, without limitation, the production of documents by any of the parties involved in the hearing of a Disputed Claim.
35. **THIS COURT ORDERS** that the Claims Officer may, at any time, engage such advisors as it deems necessary or appropriate to inquire into and report on any questions of fact, opinion or law relating to the hearing of a Disputed Claim.

**Appeal of Claims Officer's Determination**

36. **THIS COURT ORDERS** that the Non-Applicants, the Monitor or the Creditor may, at his/her/its/their own expense, appeal the Claims Officer's determination of a Disputed Claim to this Court within ten (10) calendar days of notification of the Claims Officer's determination of such Creditor's Claim by serving upon the Non-Applicants or the Creditor, as applicable, and the Monitor and filing with this Court a notice of motion returnable on a date to be fixed by this Court as soon as practicable. If an appeal is not filed within such period in strict accordance with this Order, then the Claims Officer's determination shall, subject to further order of this Court, be final and binding in all respects, with no further right of appeal.

37. **THIS COURT ORDERS** that, notwithstanding paragraph 35 hereof, findings of fact made by a Claims Officer in respect of a Disputed Claim shall be final and binding and shall not be subject to review on appeal to this Court, unless the Court determines that said findings of fact made by the Claims Officer constitute a palpable and overriding error. Except as expressly provided herein, nothing in this Order shall limit the grounds for an appeal pursuant to paragraph 35 hereof.

**Set-Off**

38. **THIS COURT ORDERS** that the Non-Applicants may set-off (whether by way of legal, equitable or contractual set-off) against payments, distributions, provisions or holdbacks to be made to or established for the benefit of any Creditor, any claims of any nature whatsoever that any of the Non-Applicants may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Non-Applicants of any such claim that the Non-Applicants may have against such Creditor.

**Transfer of Claims**

39. **THIS COURT ORDERS** that if, after filing a Proof of Claim, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Non-Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Non-Applicant Claims Order prior to receipt and acknowledgment by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any defenses and rights of set-off to which a Non-Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in

reduction of any amounts owing by such Person to any of the Non-Applicants.

**Service and Notice**

40. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Dispute Notices) to be given under this Non-Applicant Claims Order by a Creditor to the Monitor shall be in writing in the form provided for in this Claims Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or facsimile transmission addressed to:

Ernst & Young Inc., the Monitor

**By Mail:**

P.O. Box 251  
Ernst & Young Tower  
222 Bay Street, 21<sup>st</sup> Floor  
Toronto, ON M5K 1J7

**By Courier:**

222 Bay Street, 21<sup>st</sup> Floor  
Ernst & Young Tower  
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

Any such notice or other communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or, if delivered outside of normal business hours, on the next Business Day.

41. **THIS COURT ORDERS** that if, during any period in which notices or other communications are being given pursuant to this Non-Applicant Claims Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, or facsimile transmission in accordance with this Non-Applicant Claims Order.

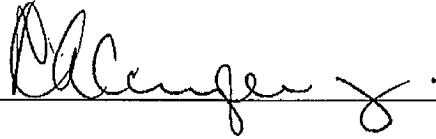
**Miscellaneous**

42. **THIS COURT ORDERS** that notwithstanding any other provision of this Non-Applicant Claims Order, the solicitation by the Monitor or the Non-Applicants of Proofs of Claim, and the filing by any Person of any Proof of Claim shall not, for that reason only constitute that Person as a Creditor for any purposes whatsoever.
43. **THIS COURT ORDERS** that if the Non-Applicants enter into any Insolvency Proceeding or any other proceeding as part of their winding-up, the claims process established by this Non-Applicant Claims Order may, at the option of the Non-Applicants, constitute and be deemed to be the complete and final claims process for any such other proceedings; subject to approval of this Non-Applicant Claims Order and the claims process established herein and conducted hereunder by further Order of this Court in connection with any Insolvency Proceedings.

**Effect, Recognition, Assistance**


44. **THIS COURT ORDERS** that the Non-Applicants, the Monitor and the Claims Officer may, from time to time, apply to this Court for advice and directions in connection with any matter or thing relating to this Non-Applicant Claims Order.
45. **THIS COURT ORDERS** that this Non-Applicant Claims Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.
46. **THIS COURT ORDERS AND REQUESTS** the aid, recognition and assistance of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court 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 and 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 order. Each of the Applicants, the Non-Applicants and the Monitor shall be

at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other courts and judicial regulatory and administrative bodies, and take such other steps, in Canada or in the United States of America, as may be necessary or advisable to give effect to this Non-Applicant Claims Order and any other Order granted by this Court.

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

AUG 27 2008

PER/PAR:  Joanne Nicoara  
Registrar, Superior Court of Justice



**Tab 2**

Court File No. 06-CL-6241

*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 MUSCLETECH RESEARCH AND DEVELOPMENT  
INC. AND THOSE ENTITIES LISTED ON SCHEDULE "A" HERETO

UNOFFICIAL TRANSCRIPTION OF ENDORSEMENT

March 3, 2006

It appears that good progress is being made and that there is a high degree of cooperation amongst the interested parties and stakeholders. The call for claims is an integral part of the CCAA emergence process. I am satisfied with the mechanics of same and I am glad to understand that Judge Rakoff has had the opportunity to give his preliminary approval of this process. The matter is unopposed.

Order to issue as per my fiat.

"Farley J."

[Unofficial transcription of Goodmans LLP]

GOODMANS\5282789.1

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED AND IN THE MATTER OF MUSCLETECH RESEARCH AND DEVELOPMENT INC. AND THOSE ENTITIES LISTED ON SCHEDULE "A" HERETO

Court File No. 06-CL-6241

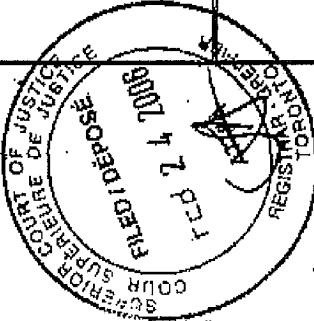
March 3/06

March 3, 2006

It appears that good program is being made and that there is a high degree of cooperation amongst the interested parties and stakeholders. The call for claims is an integral part of the CCAA emergence process. I am satisfied with the mechanics of same and I am glad to understand that Jacob Kahofo has had the opportunity to give his preliminary approval of this process. The release is unopposed. Order to issue as per my draft

*[Handwritten signature]*

GOODMANS/5267763.1



ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD

GOODMANS LLP  
Barristers & Solicitors  
Suite 2400, Box 20  
250 Yonge Street  
Toronto, Canada M5B 2M6

Jay A. Carfagnini (LSUC #222936)  
David Bish (LSUC #41629A)  
Caterina Costa (LSUC #46582L)  
Tel: 416-979-2211  
Fax: 416-979-1234

Solicitors for the Applicants



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### SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record herein be and it is hereby abridged so that the motion may be heard today and that further service on any interested party is hereby dispensed with.

### MONITOR'S ROLE

2. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

### CALL FOR CLAIMS

3. **THIS COURT ORDERS** that, for the purposes of this Order, the following terms shall have the following meanings ascribed thereto:

- (a) **"Affiliates"** means all Persons that, directly or indirectly, control or are controlled by any one or more of the Applicants, or that are affiliated, associated or related with any one or more of the Applicants for the purpose of the *Business Corporations Act*, R.S.O. 1990, c.B.16, as amended to the date of this Order, including, without limitation, the Iovate Companies;
- (b) **"Applicants' Directors"** means all individuals who were, on or at any time before the Filing Date, directors or officers of any one or more of the Applicants;
- (c) **"Business Day"** means a day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario;
- (d) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended to the date of this Order;
- (e) **"Claim"** means any right or claim, other than a Product Liability Claim, Related Claim or an Excluded Claim, of any Person whatsoever, whether or not asserted and however acquired, against any of the Applicants and/or the Applicants'

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Directors in connection with any indebtedness, liability or obligation of any kind of any of the Applicants and/or the Applicants' Directors, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, and whether by guarantee, surety, subrogation, cross-claim, counterclaim, set off or otherwise, and whether or not such right is executory in nature, including the right of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing or discoverable prior to the Filing Date or that would have been claims provable in bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, had the affected Applicant and/or the Applicant Director become bankrupt on the Filing Date, including, for greater certainty, any interest, fees, penalties, costs and expenses accrued, incurred or otherwise arising in connection with any such claim;

- (f) "**Claims Bar Date**" means 5:00 p.m. (Eastern Standard Time) on the forty-fifth (45<sup>th</sup>) day (or the next Business Day if that day is not a Business Day) after the date on which the U.S. District Court (or the U.S. Bankruptcy Court, if applicable) enters its supplemental order in support of this Order;
- (g) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (h) "**Creditor**" means any Person having a Claim or a Product Liability Claim;
- (i) "**Directors**" means all individuals who were, on or at any time before the Filing Date, directors or officers of any one or more of the Affiliates or the Third Parties;
- (j) "**Excluded Claim**" means: (a) any claim that falls within Section 18.3(2) of the CCAA; and (b) claims secured by the Charges (as defined in the Initial Order) or any similar charge provided for in the Initial Order;
- (k) "**Filing Date**" means January 18, 2006;

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- (l) **"Initial Order"** means the Initial Order of this Court dated January 18, 2006 in the within proceedings, as same may be amended from time to time;
- (m) **"Instruction Letter"** means the instruction letter to Creditors, in substantially the form attached hereto as Schedule "D", regarding completion by Creditors of the Proof of Claim (and the applicable Schedules thereto);
- (n) **"Jovate Companies"** means those entities listed on Schedule "B" hereto;
- (o) **"Known Creditor"** means:
  - (i) any Person that the books and records of any of the Applicants disclose held a Claim as of the Filing Date, where monies in respect of such Claim remain unpaid in full or in part as of the date hereof;
  - (ii) any Person who has commenced a legal proceeding in respect of a Claim or given any of the Applicants written notice of an intention to commence a legal proceeding in respect of a Claim; provided that where a solicitor or attorney of record has been listed in connection with any such proceeding, the "Known Creditor" for purposes of any notice required herein or to be given hereunder shall be, in addition to that Person, their solicitor or attorney of record;
  - (iii) any other Person who any of the Applicants know (that is, have actual and not constructive knowledge) to hold a Claim as of the Filing Date and for whom the Applicant has a mailing address or other suitable contact information;
  - (iv) any Person that the books and records of any of the Subject Parties disclose held a Product Liability Claim as of the Filing Date, where monies in respect of such Product Liability Claim remain unpaid in full or in part as of the date hereof;

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- (v) any Person who has commenced a legal proceeding in respect of a Product Liability Claim or given any of the Subject Parties written notice of an intention to commence a legal proceeding in respect of a Product Liability Claim; provided that where a solicitor or attorney of record has been listed in connection with any such proceeding, the "Known Creditor" for purposes of any notice required herein or to be given hereunder shall be, in addition to that Person, their solicitor or attorney of record; and
- (vi) any other Person who any of the Subject Parties know (that is, have actual and not constructive knowledge) to hold a Product Liability Claim as of the Filing Date and for whom the Subject Party has a mailing address or other suitable contact information;
- (p) "**Notice to Creditors**" means the notice to Creditors for publication in substantially the form attached hereto as Schedule "E";
- (q) "**Other Insolvency Proceedings**" means any plenary or ancillary receivership, reorganization, restructuring, debtor/creditor, bankruptcy or other insolvency proceedings authorized by this Court or permitted by law in any jurisdiction in Canada or the United States affecting the Subject Parties, or any of them;
- (r) "**Person**" means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government, agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other judicial entity howsoever designated or constituted;
- (s) "**Plan**" means a Plan of Compromise or Arrangement filed by the Applicants, or any of them, in the within proceedings;
- (t) "**Product Liability Claim**" means any right or claim, including any action, proceeding or class action in respect of any such right or claim, other than a Claim or an Excluded Claim, of any Person which alleges, arises out of or is in any way related to wrongful death or personal injury (whether physical, economic, emotional or otherwise), whether or not asserted and however acquired, against



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any of the Subject Parties arising from, based on or in connection with the development, advertising and marketing, and sale of health supplements, weight-loss and sports nutrition or other products by the Applicants or any of them, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, including the right of any Person to advance a claim for contribution or indemnity or otherwise as against the Applicants or any of them with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, where such liability is based in whole or in part on facts existing or discoverable prior to the Filing Date or that would have been claims provable in bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, had the affected Subject Party become bankrupt on the Filing Date, including, for greater certainty, any damages or punitive damages claimed, and any interest, fees, penalties, costs, and expenses accrued, incurred or otherwise arising in connection with any such claim;

- (u) **"Proof of Claim"** means the form of Proof of Claim (for Claims and Product Liability Claims, including the applicable Schedules thereto) in substantially the form attached hereto as Schedule "F";
- (v) **"Proof of Claim Document Package"** means a document package that includes a copy of the Instruction Letter, the Proof of Claim (including the applicable Schedules thereto), this Order and such other materials as the Monitor may consider appropriate or desirable;
- (w) **"Related Claim"** means any right or claim of a Subject Party against one or more of the other Subject Parties, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, and whether by guarantee, surety, subrogation, cross-claim, counterclaim, set off or otherwise, and whether or not such right is executory in nature, including the right of any Subject Party to advance a claim for contribution or indemnity or otherwise with respect to any

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matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based on, arises out of or is in any way related to, in whole or in part, and whether directly or indirectly, on one or more Product Liability Claims, including, for greater certainty, any interest, fees, penalties, costs and expenses accrued, incurred or otherwise arising in connection with any such claim;

- (x) **"Subject Parties"** means, collectively, the Applicants, Applicants' Directors, Affiliates, Third Parties and Directors (each, a **"Subject Party"**);
- (y) **"Supplemental Order Date"** means the date on which the U.S. District Court (or the U.S. Bankruptcy Court, if applicable) enters a supplemental order in support of this Order;
- (z) **"Third Parties"** means, collectively, the entities listed on Schedule "C" hereto;
- (aa) **"U.S. Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York;
- (bb) **"U.S. Chapter 15 Adversary Proceedings"** means the adversary proceedings pending before the U.S. District Court, Case No. 06 Civ. 539(JSR), in connection with the U.S. Chapter 15 Proceedings and these CCAA proceedings;
- (cc) **"U.S. Chapter 15 Proceedings"** means the proceedings under Chapter 15 of the United States Bankruptcy Code pending before the U.S. District Court, Case No. 06 Civ. 538(JSR), in connection with these CCAA proceedings;
- (dd) **"U.S. District Court"** means the United States District Court for the Southern District of New York; and
- (ee) **"U.S. MDL Proceedings"** means the proceedings entitled "In re Ephedra Products Liability Litigation" pending before the U.S. District Court, Case No. 04 MD 1598 (JSR).

**NOTICE TO CREDITORS**

4. **THIS COURT ORDERS** that the form and substance of each of the Notice to Creditors and the Proof of Claim Document Package is hereby approved.

5. **THIS COURT ORDERS** that the publication of the Notice to Creditors and the mailing of the Proof of Claim Document Packages as set out in paragraph 6 of this Order shall constitute good and sufficient notice to Creditors of the Claims Bar Date and the related deadlines and procedures set forth herein and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the call for Claims and Product Liability Claims and the claims process detailed herein.

6. **THIS COURT ORDERS** that:

- (a) within five (5) Business Days of the Supplemental Order Date, the Monitor shall dispatch by ordinary mail, postage prepaid, on behalf of each of the Subject Parties, a copy of the Proof of Claim Document Package to all Known Creditors;
- (b) within five (5) Business Days of the Supplemental Order Date, the Monitor shall file electronically a copy of the Notice to Creditors and the Proof of Claim Document Package on the court dockets of the U.S. Chapter 15 Proceedings, the U.S. Chapter 15 Adversary Proceedings and the U.S. MDL Proceedings;
- (c) within five (5) Business Days of the Supplemental Order Date, the Monitor shall cause to be published on one Business Day the Notice to Creditors in each of the newspapers set out in Schedule "G" hereto;
- (d) within five (5) Business Days of the Supplemental Order Date, the Monitor shall post a copy of the Notice to Creditors and Proof of Claim Document Package on the following website:  
[www.rstmrichter.com/current\\_insolvency\\_files.aspx](http://www.rstmrichter.com/current_insolvency_files.aspx); and
- (e) the Monitor shall, provided such request is received prior to the Claims Bar Date, dispatch by ordinary mail or such other manner as may be reasonably requested

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including telecopy or email, as soon as reasonably possible following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting in writing such material.

7. **THIS COURT ORDERS** that the Subject Parties shall inform the Monitor of all Known Creditors and that the Monitor shall be entitled to rely on the accuracy and completeness of the information provided by the Subject Parties regarding the Known Creditors. For greater certainty, the Monitor shall have no liability in respect of the information provided to it regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to that information.

#### **CREDITORS' CLAIMS**

8. **THIS COURT ORDERS** that Proofs of Claim for all Claims and Product Liability Claims must be properly completed and shall be filed, together with the applicable Schedules thereto and supporting documentation, with the Monitor, so as to actually be received by the Monitor on or before the Claims Bar Date; with the sole exception of the "Fact Sheet" to be submitted in connection with Product Liability Claims which shall be submitted so as to be actually received by the date that is thirty days (30) days after the Claims Bar Date. For the avoidance of doubt, a Proof of Claim (including the applicable Schedules thereto) must be filed for every Claim and Product Liability Claim, regardless of whether or not a legal proceeding in respect of a Claim or Product Liability Claim was commenced prior to the Filing Date.

9. **THIS COURT ORDERS** that, with respect to all Product Liability Claims, in addition to filing a Proof of Claim (including the applicable Schedules thereto) in accordance with the requirements of paragraph 8 herein, all Creditors asserting a Product Liability Claim who had not commenced a legal proceeding prior to the Filing Date in respect of such Product Liability Claim, must on or before the Claims Bar Date, file a complaint in the U.S. Chapter 15 Proceedings in respect of each and any such Product Liability Claim (a "Complaint"). The Complaint must name as defendants the specific Subject Parties with respect to which relief is sought and all other parties allegedly liable to the Creditor with respect to the Product Liability Claim. No service of summons is required in connection with the Complaint; but the Complaint must be timely filed in the U.S. Chapter 15 Proceedings and served by mail, hand, or overnight

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courier on all parties named as defendants in the Complaint. For greater certainty, the stay of proceedings provided for in the Initial Order is hereby lifted, solely to permit the foregoing and for no other purpose.

10. **THIS COURT ORDERS** that any Creditor that does not file a Proof of Claim (including the applicable Schedules thereto) and a Complaint (if required to do so hereunder) as provided for herein:

- (a) shall be and is hereby forever barred from making or enforcing any Claim as against the Applicants and the Applicants' Directors or any Product Liability Claim as against any Subject Parties released under the Plan, as approved by the requisite majorities of Creditors and this Court, and as approved by the U.S. District Court (or the U.S. Bankruptcy Court, if applicable) pursuant to supplemental order of that Court entered in aid of these proceedings;
- (b) shall be deemed to have fully and finally released such Claim as against the Applicants and the Applicants' Directors or Product Liability Claim as against any Subject Parties released under the Plan, as approved by the requisite majorities of Creditors and this Court, and as approved by the U.S. District Court (or the U.S. Bankruptcy Court, if applicable) pursuant to supplemental order of that Court entered in aid of these proceedings, and such Claim or Product Liability Claim is forever barred and extinguished;
- (c) shall not be entitled to any further notice in the within proceedings;
- (d) shall not be entitled to participate as a Creditor in the within proceedings or any Other Insolvency Proceedings; and
- (e) shall not be entitled to vote at any meetings of Creditors or to receive any distribution in respect of a Plan;

provided that, with respect to, and as an exception to, the effect of the foregoing, any and all issues and disputes regarding: (i) the sufficiency or adequacy of information provided in a "Fact Sheet" submitted in connection with a Product Liability Claim; and/or (ii) the sufficiency or

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adequacy of medical records or medical authorizations submitted in accordance with the procedures established by this Order, shall not constitute a forfeiture of the right to assert a Product Liability Claim.

11. **THIS COURT ORDERS** that the Monitor shall dispatch by ordinary mail an acknowledgement of receipt (but not acceptance, disallowance or revision) in respect of each Proof of Claim filed with the Monitor in accordance with the terms of this Order, which acknowledgement of receipt shall be dispatched as soon as possible following receipt by the Monitor of the Proof of Claim to which it corresponds.

12. **THIS COURT ORDERS** that the Monitor shall not accept, disallow or revise any Claim or Product Liability Claim or take any future steps or actions with respect to any Proof of Claim (including, without limitation, accepting or disallowing any Proof of Claim) without a further Order of this Court on prior notice to those parties listed in the service list in the within proceedings as amended from time to time (which service list shall, for greater certainty, include all Persons having filed a Proof of Claim or their solicitors or attorneys of record, as the case may be).

13. **THIS COURT ORDERS** that Claims or Product Liability Claims denominated in any currency other than Canadian dollars, shall, for the purposes of this Order, be converted to and constitute obligations in Canadian dollars, such calculation to be effected by the Monitor using the Bank of Canada noon spot rate on the Filing Date.

**TRANSFER OF CLAIMS**

14. **THIS COURT ORDERS** that if, after the Filing Date, the holder of a Claim or Product Liability Claim on the Filing Date, or any subsequent holder of the whole of a Claim or Product Liability Claim who has been or subsequently is acknowledged by the Monitor as the Creditor in respect of such Claim or Product Liability Claim, transfers or assigns the whole of such Claim or Product Liability Claim to another Person, neither the Subject Parties nor the Monitor shall be obligated to give notice to or to otherwise deal with the transferee or assignee of any such Claim or Product Liability Claim as the Creditor in respect thereof unless and until written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall

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have been received from the transferor or assignor and acknowledged by the Monitor and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim or Product Liability Claim, as the case may be. Any such transferee or assignee of a Claim or Product Liability Claim, and such Claim or Product Liability Claim, shall be bound by any notices given or steps taken in respect of such Claim or Product Liability Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. The Monitor shall thereafter be required only to deal with the transferee and not the original holder of the Claim or Product Liability Claim, as the case may be.

#### **BINDING EFFECT OF CALL FOR CLAIMS**

15. **THIS COURT ORDERS** that, subject to further order of this Court, nothing in this Order shall be interpreted as consolidating any Claims or Product Liability Claims against any one or more of the Subject Parties or against any of their respective assets, property and undertaking; provided, that nothing herein shall preclude the Applicants or the Monitor from hereafter seeking consolidation of Claims or Product Liability Claims against any one or more of the Subject Parties or against any of their respective assets, property and undertaking.

16. **THIS COURT ORDERS** that if the Applicants' Plan is not approved and the Applicants enter into an Other Insolvency Proceeding, this call for claims process, and the Claims and Product Liability Claims submitted pursuant to this call for claims process, may constitute and be deemed to be the complete and final claims process for any such Other Insolvency Proceedings; subject to approval of this Order and the claims process established herein and conducted hereunder by further Order of this Court and supplemental Order of the U.S. District Court (or the U.S. Bankruptcy Court, if applicable) entered in connection with those Other Insolvency Proceedings.

#### **SERVICE AND NOTICE**

17. **THIS COURT ORDERS** that the Monitor be at liberty to deliver this Order, the Notice to Creditors, the Proof of Claim Document Package and any other letters, notices or other documents to Creditors and other interested Persons by forwarding true copies thereof by prepaid

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ordinary mail, courier, personal delivery, telecopier or email or other electronic transmission: (i) to such Persons at the address as last shown on the records of the Subject Parties; and (ii) if applicable, to such Persons' respective solicitors or attorneys of record at the respective business addresses of such solicitors or attorneys (as more particularly set out in the service list in the within proceedings, as same may be updated from time to time), and that any such service or notice by courier, personal delivery or email or other electronic transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof or, if sent by ordinary mail, on the third Business Day after mailing.

18. **THIS COURT ORDERS** that, any notice or other communication (including, without limitation, a Proof of Claim and the applicable Schedules thereto) to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by courier, by personal delivery, email or facsimile transmission addressed to:

The Monitor  
c/o RSM Richter Inc., Court-appointed Monitor of MuscleTech Research and  
Development Inc. et al.  
RSM Richter Inc.  
200 King Street West  
Suite 1100, P.O. Box 48  
Toronto, Ontario M5H 3T4

Attention: Mitch Vininsky  
Email: [mvininsky@rsmrichter.com](mailto:mvininsky@rsmrichter.com)  
Telephone: 416.932.8000  
Fax: 416.932.6200

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

**GENERAL**

19. **THIS COURT ORDERS** that pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 and notwithstanding the provisions of any similar provincial legislation or provincial or federal legislation dealing with health and medical records and information, the Applicants and the Monitor are permitted in the course of



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the claims bar process contemplated by this Order and the formulation and negotiation of a Plan to disclose personal information of identifiable individuals in their possession or control to Persons (including, for greater certainty, the Ad Hoc Committee) and to their advisers (individually, a "Third Party"), to the extent desirable or necessary, provided that the Persons to whom such personal information is disclosed enter into confidentiality agreements with the Applicants or the Monitor binding them to maintain and protect the privacy of such information and to limit the use of such information to the extent necessary. Upon the completion of the use of personal information for the limited purpose set out herein, the personal information shall be returned to the Applicant or the Monitor, as the case may be, or destroyed. In the event that a Third Party acquires personal information, such Third Party shall be entitled to continue to use the personal information in a manner which is in all material respects identical to the prior use of such personal information by the Applicants or the Monitor, as the case may be.

20. **THIS COURT ORDERS** that the solicitation by the Monitor of Proofs of Claim and the filing by any Creditor of a Proof of Claim (including the applicable Schedules thereto) or a Complaint (if required to do so) shall not grant or be deemed to grant any Person any standing or rights under a Plan.

21. **THIS COURT ORDERS** that the DIP Lender (as defined in the Initial Order) shall not be affected by the terms of this Order and the DIP Lender shall not be required to file a Proof of Claim in respect of any amounts outstanding under the DIP Term Sheet (as defined in the Initial Order).

22. **THIS COURT ORDERS** that none of the Subject Parties shall be required to file a Proof of Claim or a Complaint in respect of any Related Claims; provided, for greater certainty, that nothing herein shall limit or preclude the Subject Parties from asserting and exercising all rights in respect of Related Claims, whether in these proceedings or otherwise, including voting any Related Claims in respect of a Plan and receiving a distribution in respect of any Related Claims pursuant to a Plan, and the Claims Bar Date shall not apply in respect of Related Claims; provided that, for greater certainty, the Subject Parties remain subject to the Initial Order, including the stay of proceedings ordered therein.

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23. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Product Liability Claims into particular classes and the determination of classes of Creditors for voting and distribution purposes shall be subject to further order of this Court or pursuant to the terms of a Plan.

24. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties under this Order.

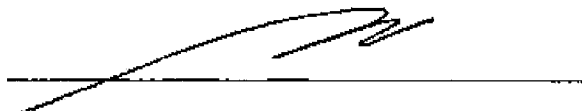
25. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

26. **THIS COURT REQUESTS** the aid, recognition and assistance of other courts in Canada in accordance with Section 17 of the CCAA, and requests that the Federal Court of Canada and the courts and judicial, regulatory and administrative bodies of or constituted by the provinces and territories of Canada, the Parliament of Canada, the United States, the states and other subdivisions of the United States, including, without limitation, the U.S. District Court, and other nations and states, to give effect to this Order and to assist the Applicants and the Monitor in carrying out the terms of this Order. Each of the Applicants and the Monitor shall be at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other courts and judicial, regulatory and administrative bodies, and take such other steps, in Canada or the United States of America, as may be necessary or advisable to give effect to this Order.

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

MAR 06 2006

PER/PAR:



JOSEPH P. VAN TASSEL  
REGISTRAR

**SCHEDULE "A"**

**APPLICANTS**

HC Formulations Ltd.

CELL Formulations Ltd.

NITRO Formulations Ltd.

MESO Formulations Ltd.

ACE Formulations Ltd.

MISC Formulations Ltd.

GENERAL Formulations Ltd.

ACE US Trademark Ltd.

MT Canadian Supplement Trademark Ltd.

MT Foreign Supplement Trademark Ltd.

HC Trademark Holdings Ltd.

HC US Trademark Ltd.

1619005 Ontario Limited (f/k/a New HC US Trademark Ltd.)

HC Canadian Trademark Ltd.

HC Foreign Trademark Ltd.

**SCHEDULE "B"**

**IOVATE COMPANIES**

Iovate Health Sciences Group Inc.  
Iovate Copyright Ltd.  
Iovate Health Sciences Inc.  
Iovate Health Sciences Research Inc.  
Iovate Health Sciences International Inc.  
Iovate Health Sciences U.S.A. Inc.  
Iovate Health Sciences Capital Inc.  
Supplement Trademark Holdings Ltd.  
MT US Trademark Ltd.  
CELL US Trademark Ltd.  
NITRO US Trademark Ltd.  
MESO US Trademark Ltd.  
MASS US Trademark Ltd.  
ENER US Trademark Ltd.  
DIET US Trademark Ltd.  
MISC US Trademark Ltd.  
PUMP US Trademark Ltd.  
RIPPED US Trademark Ltd.  
New CELL US Trademark Ltd.  
New NITRO US Trademark Ltd.  
Iovate HC 2005 Trademark Ltd.  
New Ace US Trademark Ltd.  
Canadian Supplement Trademark Ltd.  
Foreign Supplement Trademark Ltd.  
Iovate Trademark Ltd.  
MASS Formulations Ltd.  
PUMP Formulations Ltd.  
RIPPED Formulations Ltd.  
THERMO Formulations Ltd.  
LEAN BALANCE Formulations Ltd.  
MULTI Formulations Ltd.  
HHC Formulations Ltd.  
Iovate T. & P. Inc.  
THERMO US Trademark Ltd.  
NITROXY US Trademark Ltd.  
LEAN BALANCE US Trademark Ltd.  
CTC US Trademark Ltd.  
GAKIC US Trademark Ltd.  
SIX STAR US Trademark Ltd.  
VIVABODY US Trademark Ltd.  
MTOR US Trademark Ltd.  
LEUKIC US Trademark Ltd.

ACCELIS US Trademark Ltd.  
EVERSLIM US Trademark Ltd.  
SMARTBURN US Trademark Ltd.  
OSMODROL US Trademark Ltd.  
HHC US Trademark Ltd.  
Iovate HC 2005 Formulations Ltd.  
New CELL Formulations Ltd.  
New NITRO Formulations Ltd.  
NITROXY Formulations Ltd.  
GAKIC Formulations Ltd.  
SIX STAR Formulations Ltd.  
VIVABODY Formulations Ltd.  
MTOR Formulations Ltd.  
LEUKIC Formulations Ltd.  
ACCELIS Formulations Ltd.  
EVERSLIM Formulations Ltd.  
SMARTBURN Formulations Ltd.  
OSMODROL Formulations Ltd.

**SCHEDULE "C"**

**THIRD PARTIES**

Paul Gardiner Family Trust

Paul Gardiner

Terry Begley

HVL, Inc.

Douglas Laboratories Inc.

Peak Wellness, Inc.

Miami Research Associates Inc.

Carlon Colker M.D.

Douglas Kalman

Stuart Lowther

Walgreen Co.

Wal-Mart Stores, Inc.

General Nutrition Corporation, General Nutrition Corporation, n/k/a GN Oldco Corporation, General Nutrition Companies Inc., n/k/a GNCI Oldco, Inc., General Nutrition, Inc. n/k/a GNI Oldco, Inc., GN Oldco Corporation, f/k/a General Nutrition Corporation, General Nutrition, Inc., GNC Franchising, LLC, General Nutrition Distribution, L.P., General Nutrition Distribution Corporation, General Nutrition Sales Corporation, General Nutrition Centers, Inc., General Nutrition Centers, Inc., n/k/a Oldco Corporation, General Nutrition Companies, Inc., General Nutrition Center, Store 100122, General Nutrition Center, Store 101603, GNC Corporation, General Nutrition Center International, Inc., Raaj Singh, individually and t/a GNC/General Nutrition Center #0948, GNC Franchising, Inc., Mandeville GNC (a/k/a Mackie Shilstone's GNC), E&L Associates, Inc.

Vitamin World, Inc.

CVS Corporation

James R. Wilson

Jackie Kneifel

Rite Aid Corporation

Zurich Insurance Company, Zurich Canadian Holdings Limited, Zurich International (Bermuda) Ltd., Zurich American Insurance Company

## SCHEDULE "D"

### INSTRUCTIONS WITH RESPECT TO PROOF OF CLAIM AND FILING OF COMPLAINTS

Please read this instruction sheet carefully before completing your Proof of Claim and the applicable Schedules thereto. A Proof of Claim that is incorrectly completed will not be accepted.

#### Do you have a Claim or a Product Liability Claim?

Please note that you should complete a Proof of Claim form (including the applicable Schedules thereto) if you have a "Claim" or a "Product Liability Claim" as defined in the order of the Ontario Superior Court of Justice dated March 9, 2006 (the "Claims Order"). While you should refer to the Claims Order for a complete definition of the terms "Claim" and "Product Liability Claim", in general terms, you should complete a Proof of Claim form if you have any right or claim:

- (a) against any of the Applicants and/or their directors and officers in connection with any indebtedness, liability or obligation of any kind of any of the Applicants and/or their current or former directors and officers, whether such right or claim is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, and whether by guarantee, surety, subrogation, cross-claim, counterclaim, set off or otherwise, including a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing or discoverable prior to January 18, 2006 (a "Claim"); or
- (b) alleging wrongful death or personal injury (whether physical, economic, emotional or otherwise) against any of the Applicants, the Affiliates, the Third Parties, or any current or former directors or officers of the foregoing, arising from, based on or in connection with the development, advertising and marketing, and sale of health supplements, weight-loss and sports nutrition or other products by the Applicants or any of them, whether such right or claim is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present or future, including a claim for contribution or indemnity or otherwise against the Applicants or any of them with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, where such liability is based in whole or in part on facts existing or discoverable prior to January 18, 2006 (a "Product Liability Claim").

The "Applicants" are: MuscleTech Research and Development Inc., HC Formulations Ltd., CELL Formulations Ltd., NITRO Formulations Ltd., MESO Formulations Ltd., ACE Formulations Ltd., MISC Formulations Ltd., GENERAL Formulations Ltd., ACE US Trademark Ltd., MT Canadian Supplement Trademark Ltd., MT Foreign Supplement Trademark Ltd., HC

Trademark Holdings Ltd., HC US Trademark Ltd., 1619005 Ontario Limited (f/k/a New HC US Trademark Ltd.), HC Canadian Trademark Ltd. and/or HC Foreign Trademark Ltd.

The "Affiliates" are: all persons or entities that, directly or indirectly, control or are controlled by any one or more of the Applicants, or that are affiliated, associated or related with any one or more of the Applicants for the purpose of the *Business Corporations Act*, R.S.O. 1990, c.B.16, as amended, including, without limitation, Iovate Health Sciences Group Inc., Iovate Copyright Ltd., Iovate Health Sciences Inc., Iovate Health Sciences Research Inc., Iovate Health Sciences International Inc., Iovate Health Sciences U.S.A. Inc., and Iovate Health Sciences Capital Inc., Supplement Trademark Holdings Ltd., MT US Trademark Ltd., CELL US Trademark Ltd., NITRO US Trademark Ltd., MESO US Trademark Ltd., MASS US Trademark Ltd., ENER US Trademark Ltd., DIET US Trademark Ltd., MISC US Trademark Ltd., PUMP US Trademark Ltd., RIPPED US Trademark Ltd., New CELL US Trademark Ltd., New NITRO US Trademark Ltd., Iovate HC 2005 Trademark Ltd., New Ace US Trademark Ltd., Canadian Supplement Trademark Ltd., Foreign Supplement Trademark Ltd., Iovate Trademark Ltd., MASS Formulations Ltd., PUMP Formulations Ltd., RIPPED Formulations Ltd., THERMO Formulations Ltd., LEAN BALANCE Formulations Ltd., MULTI Formulations Ltd., HHC Formulations Ltd., Iovate T. & P. Inc., THERMO US Trademark Ltd., NITROXY US Trademark Ltd., LEAN BALANCE US Trademark Ltd., CTC US Trademark Ltd., GAKIC US Trademark Ltd., SIX STAR US Trademark Ltd., VIVABODY US Trademark Ltd., MTOR US Trademark Ltd., LEUKIC US Trademark Ltd., ACCELIS US Trademark Ltd., EVERSLIM US Trademark Ltd., SMARTBURN US Trademark Ltd., OSMODROL US Trademark Ltd., HHC US Trademark Ltd., Iovate HC 2005 Formulations Ltd., New CELL Formulations Ltd., New NITRO Formulations Ltd., NITROXY Formulations Ltd., GAKIC Formulations Ltd., SIXSTAR Formulations Ltd., VIVABODY Formulations Ltd., MTOR Formulations Ltd., LEUKIC Formulations Ltd., ACCELIS Formulations Ltd., EVERSLIM Formulations Ltd., SMARTBURN Formulations Ltd., OSMODROL Formulations Ltd.

The "Third Parties" are: Paul Gardiner Family Trust, Paul Gardiner, Terry Begley, HVL, Inc., Douglas Laboratories Inc., Peak Wellness, Inc., Miami Research Associates Inc., Carlon Colker M.D., Douglas Kalman, Stuart Lowther, Walgreen Co., Wal-Mart Stores, Inc., General Nutrition Corporation, n/k/a GN Oldco Corporation, General Nutrition Companies Inc., n/k/a GNCI Oldco, Inc., General Nutrition, Inc. n/k/a GNI Oldco, Inc., GN Oldco Corporation, f/k/a General Nutrition Corporation, General Nutrition, Inc., GNC Franchising, LLC, General Nutrition Distribution, L.P., General Nutrition Distribution Corporation, General Nutrition Sales Corporation, General Nutrition Centers, Inc., General Nutrition Centers, Inc., n/k/a Oldco Corporation, General Nutrition Companies, Inc., General Nutrition Center, Store 100122, General Nutrition Center, Store 101603, GNC Corporation, General Nutrition Center International, Inc., Raaj Singh, individually and t/a GNC/General Nutrition Center #0948, GNC Franchising, Inc., Mandeville GNC (a/k/a Mackie Shilstone's GNC), CVS Corporation, E&L Associates, Inc., Vitamin World, Inc., James R. Wilson, Jackie Kneifel, Rite Aid Corporation, Zurich Insurance Company, Zurich Canadian Holdings Limited, Zurich International (Bermuda) Ltd. and Zurich American Insurance Company.



**Completing the Proof of Claim Form and the Schedules**

1. The Proof of Claim (including the applicable Schedules thereto) must be personally signed by the individual completing the form. If the individual is not the creditor asserting a claim, the position or title of the individual must be stated in paragraph 1 on the first page of the Proof of Claim.
2. The name and signature of a witness is required.
3. Please indicate the creditor's complete mailing address, including the fax number and e-mail address, where all notices or correspondence are to be forwarded.
4. The details of a creditor's Claim(s) or Product Liability Claim(s) must be set out in the applicable Schedule(s) to the Proof of Claim. If you have a claim against multiple parties, please identify the amount being claimed against each in the Proof of Claim.
5. A detailed, completed statement of account for all amounts claimed must be attached to the applicable Schedule setting out the basis of calculation of the Claim or Product Liability Claim as at January 18, 2006 (the "Filing Date"), including, if applicable with respect to any Claims, the date, the number and the amount of all the invoices or charges, and the date, the number and the amounts of all credits, counterclaims, or payments. In particular, the total amount of indebtedness of each portion of any claim must be set out in the schedule divided as follows (to the extent applicable):
  - principal debt;
  - unpaid interest (not including interest after January 18, 2006); and
  - any fees, penalties, costs and expenses.
6. If your claim is denominated in a currency other than Canadian dollars, your Proof of Claim must state your claim in the originating currency only. The originating currency must be clearly stated.
7. You must also complete the applicable Schedule(s) to your Proof of Claim:

For each "Claim" that you hold, please complete:

- (i) a Proof of Claim; and
- (ii) Schedule 1 to Proof of Claim.

For each "Product Liability Claim" that you hold, please complete:

- (i) a Proof of Claim
- (ii) Schedule 2-A;
- (iii) either Schedule 2-B or append to your Proof of Claim a copy of a comparable Fact Sheet previously completed by you in other proceedings (see Schedule 2-B for details); and

(iv) Schedule 3 to Proof of Claim.

Please note that, by definition, no single claim can be both a "Claim" and a "Product Liability Claim" – these terms are mutually exclusive.

**Deadline for Submission of Proof of Claim**

The deadline for submission of your Proof of Claim, including the applicable Schedule(s) thereto and supporting documentation (which should be sent to RSM Richter Inc. at the address set out below), is 5:00 p.m. Toronto, Ontario Time on April 9, 2006 (the "Claims" Bar Date"), with the sole exception of the "Fact Sheets" (Schedule 2-B) for Product Liability Claims for which the deadline is 5:00 p.m. Toronto, Ontario time on May 9, 2006.

Be advised that any creditor that does not timely file a Proof of Claim (and the applicable Schedule(s) thereto) in accordance with the deadlines set out above may, in accordance with the Claims Order, be forever barred from making or enforcing any Claim or Product Liability Claim, not be entitled to receive any further notice, not be entitled to participate as a creditor in the Applicants' proceedings under the *Companies' Creditors Arrangement Act*, and/or in any subsequent proceeding involving the Applicants, including any plan of arrangement or compromise and any proceedings under the *Bankruptcy and Insolvency Act* and the creditor's Claim or Product Liability Claim may, in accordance with the Claims Order, be forever extinguished.

Your Proof of Claim (including the applicable Schedule(s) thereto) must be delivered by ordinary mail, registered mail, courier, facsimile, e-mail message or personal delivery to:

The Monitor  
c/o RSM Richter Inc., Court-appointed Monitor of MuscleTech Research and  
Development Inc. et al.  
RSM Richter Inc.  
200 King Street West  
Suite 1100, P.O. Box 48  
Toronto, Ontario M5H 3T4

Attention: Mitch Vininsky  
Email: mvininsky@rsmrichter.com  
Telephone: 416.932.8000  
Fax: 416.932.6200

**Do you need to also file a Complaint?**

If you have a Product Liability Claim, and you did not commence a legal proceeding in respect of that Claim prior to January 18, 2006, you must also file a complaint (a "Complaint") against the applicable Subject Parties. The Complaint must be filed in Case No. 06 Civ. 538(JSR) pending before the United States District Court for the Southern District of New York, 120 Daniel Patrick Moynihan, United States Courthouse, 500 Pearl Street, New York, New York,

U.S.A. 10007-1312 (phone: 212-805-0136; www.nysd.uscourts.gov) (the "U.S. District Court").

**The Complaint must be filed in accordance with the rules and procedures of the U.S. District Court and must name as defendants the specific Subject Parties with respect to which relief is sought and all other parties allegedly liable to you with respect to your Product Liability Claim. No service of summons is required in connection with the Complaint; but you must (1) file the Complaint with the U.S. District Court in Case No. 06 Civ. 538(JSR) and (2) file and serve the Complaint by mail, hand, or overnight courier on all parties named as defendants in the Complaint before the Claims Bar Date.**

**Be advised that any creditor with a Product Liability Claim that does not file and serve a Complaint on or before the Claims Bar Date may, in accordance with the Claims Order, be forever barred from making or enforcing any Product Liability Claim, not be entitled to receive any further notice, not be entitled to participate as a creditor in the Applicants' proceedings under the *Companies' Creditors Arrangement Act*, and/or in any subsequent proceeding involving the Applicants, including any plan of compromise or arrangement and any proceedings under the *Bankruptcy and Insolvency Act* and the creditor's Product Liability Claim may, in accordance with the Claims Order, be forever extinguished.**

Complaints must be filed and served as above for all Product Liability Claims. You do not need to, and should not, file a Complaint in respect of Claims.

**SCHEDULE "E"****NOTICE TO CREDITORS****RE: NOTICE OF CALL FOR CLAIMS AND PRODUCT LIABILITY CLAIMS**

This Notice is being published pursuant to the Order of the Ontario Superior Court of Justice made on March 9, 2006 (the "Claims Order"). This Notice is directed toward creditors of the parties listed below that have may have "Claims" against the Applicants listed below (and/or their directors and officers) or "Product Liability Claims" against the Applicants, Affiliates or Third Parties listed below (and/or any of their directors and officers) that are based in whole or in part on facts existing prior to January 18, 2006.

Applicants	MuscleTech Research and Development Inc., HC Formulations Ltd., CELL Formulations Ltd., NITRO Formulations Ltd., MESO Formulations Ltd., ACE Formulations Ltd., MISC Formulations Ltd., GENERAL Formulations Ltd., ACE US Trademark Ltd., MT Canadian Supplement Trademark Ltd., MT Foreign Supplement Trademark Ltd., HC Trademark Holdings Ltd., HC US Trademark Ltd., 1619005 Ontario Limited (f/k/a New HC US Trademark Ltd.), HC Canadian Trademark Ltd. and/or HC Foreign Trademark Ltd.
Affiliates	All persons or entities that, directly or indirectly, control or are controlled by any one or more of the Applicants, or that are affiliated, associated or related with any one or more of the Applicants for the purpose of the <i>Business Corporations Act</i> , R.S.O. 1990, c.B.16, as amended, including, without limitation, Iovate Health Sciences Group Inc., Iovate Copyright Ltd., Iovate Health Sciences Inc., Iovate Health Sciences Research Inc., Iovate Health Sciences International Inc., Iovate Health Sciences U.S.A. Inc., and Iovate Health Sciences Capital Inc., Supplement Trademark Holdings Ltd., MT US Trademark Ltd., CELL US Trademark Ltd., NITRO US Trademark Ltd., MESO US Trademark Ltd., MASS US Trademark Ltd., ENER US Trademark Ltd., DIET US Trademark Ltd., MISC US Trademark Ltd., PUMP US Trademark Ltd., RIPPED US Trademark Ltd., New CELL US Trademark Ltd., New NITRO US Trademark Ltd., Iovate HC 2005 Trademark Ltd., New Ace US Trademark Ltd., Canadian Supplement Trademark Ltd., Foreign Supplement Trademark Ltd., Iovate Trademark Ltd., MASS Formulations Ltd., PUMP Formulations Ltd., RIPPED Formulations Ltd., THERMO Formulations Ltd., LEAN BALANCE Formulations Ltd., MULTI Formulations Ltd., HHC Formulations Ltd., Iovate T. & P. Inc., THERMO US Trademark Ltd., NITROXY US Trademark Ltd., LEAN BALANCE US Trademark Ltd., CTC US Trademark Ltd., GAKIC US Trademark Ltd., SIX STAR US Trademark Ltd., VIVABODY US Trademark Ltd., MTOR US Trademark Ltd., LEUKIC US Trademark Ltd., ACCELIS US Trademark Ltd., EVERSLIM US Trademark Ltd., SMARTBURN US Trademark Ltd., OSMODROL US Trademark Ltd., HHC US Trademark Ltd., Iovate HC 2005 Formulations Ltd., New CELL Formulations Ltd., New NITRO Formulations Ltd., NITROXY Formulations Ltd., GAKIC Formulations Ltd., SIX STAR Formulations Ltd., VIVABODY Formulations Ltd., MTOR Formulations Ltd., LEUKIC

	Formulations Ltd., ACCELIS Formulations Ltd., EVERSLIM Formulations Ltd., SMARTBURN Formulations Ltd., OSMODROL Formulations Ltd.
Third Parties	Paul Gardiner Family Trust, Paul Gardiner, Terry Begley, HVL, Inc., Douglas Laboratories Inc., Peak Wellness, Inc., Miami Research Associates Inc., Carlon Colker M.D., Douglas Kalman, Stuart Lowther, Walgreen Co., Wal-Mart Stores, Inc., General Nutrition Corporation, n/k/a GN Oldeco Corporation, General Nutrition Companies Inc., n/k/a GNCI Oldeco, Inc., General Nutrition, Inc. n/k/a GNI Oldeco, Inc., GN Oldeco Corporation, f/k/a General Nutrition Corporation, General Nutrition, Inc., GNC Franchising, LLC, General Nutrition Distribution, L.P., General Nutrition Distribution Corporation, General Nutrition Sales Corporation, General Nutrition Centers, Inc., General Nutrition Centers, Inc., n/k/a Oldeco Corporation, General Nutrition Companies, Inc., General Nutrition Center, Store 100122, General Nutrition Center, Store 101603, GNC Corporation, General Nutrition Center International, Inc., Raaj Singh, individually and t/a GNC/General Nutrition Center #0948, GNC Franchising, Inc., Mandeville GNC (a/k/a Mackie Shilstone's GNC), CVS Corporation, E&L Associates, Inc. Vitamin World, Inc., James R. Wilson, Jackie Kneifel, Rite Aid Corporation, Zurich Insurance Company, Zurich Canadian Holdings Limited, Zurich International (Bermuda) Ltd. and Zurich American Insurance Company.

**"Claims"** are any right or claim against any of the Applicants and/or their current or former directors and officers in connection with any indebtedness, liability or obligation of any kind of the Applicants and/or their directors and officers based in whole or in part on facts existing or discoverable prior to January 18, 2006.

**"Product Liability Claims"** are any right or claim against any of the Applicants, Affiliates, Third Parties, or any of their current or former directors and officers, alleging wrongful death or personal injury (whether physical, economic, emotional or otherwise) arising from, based on or in connection with the development, marketing and sale of health supplements, weight-loss and sports nutrition or other products by the Applicants or any of them, where such liability is based in whole or in part on facts existing or discoverable prior to January 18, 2006.

RSM Richter Inc. was appointed as Monitor of the Applicants on January 18, 2006 pursuant to the *Companies' Creditors Arrangement Act* ("CCAA").

**Any person with a Claim or a Product Liability Claim (as more fully defined in the Claims Order) must send a Proof of Claim (including the applicable Schedules thereto) to the Monitor to be received by 5:00 p.m. (Toronto, Ontario Time) on April 10, 2006 (the "Claims Bar Date"). Any person with a Product Liability Claim, who did not commence a legal proceeding in respect of that Claim before January 18, 2006, must also file and serve a complaint in respect of the Product Liability Claim (a "Complaint") with the United States District Court for the Southern District of New York (the "U.S. District Court") on or before the Claims Bar Date.**

**A copy of the call for claims package, including a Proof of Claim form and detailed instructions on how to prepare a Proof of Claim (and the applicable Schedules thereto) and file a Complaint, has been mailed to all known creditors. If you would like to receive a call for claims package, please contact the Monitor at:**

The Monitor  
c/o RSM Richter Inc., Court-appointed Monitor of MuscleTech Research and  
Development Inc. et al.  
RSM Richter Inc.  
200 King Street West  
Suite 1100, P.O. Box 48  
Toronto, Ontario M5H 3T4

Attention: Mitch Vininsky  
Email: [mvininsky@rsmrichter.com](mailto:mvininsky@rsmrichter.com)  
Telephone: 416.932.8000  
Fax: 416.932.6200

**WHERE PROOFS OF CLAIMS (AND THE APPLICABLE SCHEDULES THERETO)  
ARE NOT RECEIVED BY THE MONITOR OR COMPLAINTS ARE NOT FILED ON  
OR BEFORE THE CLAIMS BAR DATE, THE CLAIM OR PRODUCT LIABILITY  
CLAIM MAY, IN ACCORDANCE WITH THE CLAIMS ORDER, BE FOREVER  
BARRED AND EXTINGUISHED AND THE CREDITOR WILL NOT BE ENTITLED  
TO VOTE ON A PLAN OR PARTICIPATE IN ANY DISTRIBUTIONS.**

Dated at Toronto, Ontario this ● day of March, 2006.

**SCHEDULE "F"**

**PROOF OF CLAIM**

Please read carefully the "Instructions With Respect To Proof Of Claim and Filing of Complaints" accompanying this Proof of Claim. Capitalized terms used herein but not defined have the meanings set out in the Instructions. In submitting the information requested in this Proof of Claim (and the Schedules hereto), you are acknowledging and agreeing to the use of that information as set out in the Order of the Ontario Superior Court of Justice made on March 9, 2006. Please print legibly.

**TO BE COMPLETED BY ALL CREDITORS/CLAIMANTS:**

Full Name of Creditor: \_\_\_\_\_ (the Creditor)

Full Mailing Address of Creditor \_\_\_\_\_

(All notices and correspondence \_\_\_\_\_

regarding your Claim will be \_\_\_\_\_

forwarded to this address) \_\_\_\_\_

Attention: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

**THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:**

1. I am the Creditor or I hold the position of \_\_\_\_\_ (state position or title) of the Creditor and am an authorized representative of the Creditor.

2. I have personal knowledge of all the circumstances connected with the Claim or Product Liability Claim accurately described in the applicable Schedule(s) hereto.

3. As at the Filing Date (January 18, 2006), the Creditor had the Claim or Product Liability Claim described in the applicable Schedule(s) hereto.

4. For each "Claim" that you hold, please complete:

- (i) a Proof of Claim; and
- (ii) Schedule 1 to Proof of Claim.

For each "Product Liability Claim" that you hold, please complete:

- (i) a Proof of Claim
- (ii) Schedule 2-A;
- (iii) either Schedule 2-B OR append to your Proof of Claim a copy of a comparable Fact Sheet previously completed by you in other proceedings (see Schedule 2-B for details); and
- (iv) Schedule 3 to Proof of Claim.

Please note that, by definition, no single claim can be both a "Claim" and a "Product Liability Claim" – these terms are mutually exclusive.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of individual completing this form)

\_\_\_\_\_  
(Please print name)

\_\_\_\_\_  
(Please print name)

**The duly completed Proof of Claim together with the applicable Schedule(s) and accompanying documents, must be returned to and received by the Monitor by ordinary mail, registered mail, courier, facsimile, e-mail message or personal delivery by no later than 5:00 p.m. Toronto, Ontario Time on April 9, 2006 (with the sole exception of the "Fact Sheet" which is due by May 9, 2006) at the following address:**

**The Monitor  
c/o RSM Richter Inc., Court-appointed Monitor of MuscleTech Research  
and Development Inc. et al.  
RSM Richter Inc.  
200 King Street West  
Suite 1100, P.O. Box 48  
Toronto, Ontario M5H 3T4**

**Attention: Mitch Vininsky  
Email: mvininsky@rsmrichter.com**



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Telephone: 416.932.8000  
Fax: 416.932.6200

**YOU MUST ALSO COMPLETE AND SUBMIT THE APPLICABLE SCHEDULE(S) TO  
YOUR PROOF OF CLAIM.**

**SCHEDULE 1 TO PROOF OF CLAIM - FOR "CLAIMS"**

A copy of this Schedule 1 must be completed for each "Claim" and attached to the Proof of Claim. Your Proof of Claim and this Schedule must be returned to and received by the Monitor before April 9, 2006.

All capitalized terms used but not otherwise defined herein have the meaning ascribed to those terms in the Instructions With Respect to Proof of Claim and Filing of Complaints. In submitting the information requested in this Schedule, you are acknowledging and agreeing to the use of that information as set out in the Claims Order.

**Name of**

**Applicant(s)/Director(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A. To be completed by Secured Creditors of the Applicant(s)/Director(s)**

- (i) Gross Amount of Total Secured Claim against the Applicant/Director as at the Filing Date:

\_\_\_\_\_  
(If your Secured Claim is denominated in a currency other than Canadian dollars, indicate clearly the amount of your Secured Claim in the originating currency only.)

- (ii) Value of all collateral less any prior security as at the Filing Date:

\_\_\_\_\_  
(E.g., if collateral is worth \$100, and there is a prior mortgage of \$110, value of collateral is "nil".)

- (iii) Amount in (i) subtracted from amount in (ii), if greater than zero:

\_\_\_\_\_  
(This deficiency amount, if any, will be your Unsecured Claim.)

Description of all security, if any, granted to the Creditor in respect of the Total Secured Claim against the Applicant/Director and value thereof as estimated by the Creditor:

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**B. To be completed by Unsecured Creditors of the Applicant(s)/Director(s)**

Amount of Total Unsecured Claim against the Applicant/Director as at the Filing Date:

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(If your Unsecured Claim is denominated in a currency other than Canadian dollars, indicate clearly the amount of your Unsecured Claim in the originating currency only.)

That in respect of this debt, I do not hold any assets of the debtor as security and *(check appropriate description)*:

- regarding the amount of CAD\$ \_\_\_\_\_, I do not claim a right to priority.
- regarding the amount of CAD\$ \_\_\_\_\_, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or would claim such a priority if this Proof of Claim was being filed in accordance with that Act.  
*(set out on an attached sheet details to support priority claim)*

**C. To be completed by all Creditors of the Applicant(s)/Director(s)**

Description of each transaction or agreement giving rise or relating to all or any portion of the Claim against the Applicant/Director:

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(Note: if space is insufficient, attach (a) separate page(s)).

Names of any guarantors which have guaranteed all, or any portion of the Claim against the Applicant/Director:

---

(Note: if space is insufficient, attach (a) separate page(s)).

**A DETAILED, COMPLETE STATEMENT OF ACCOUNT AS AT THE FILING DATE MUST BE ATTACHED TO EACH SCHEDULE SETTING OUT THE BASIS OF CALCULATION OF EACH PORTION OF THE CLAIM AGAINST THE APPLICANT(S) OR APPLICANTS' DIRECTOR(S), AS THE CASE MAY BE, INCLUDING, AS APPLICABLE, THE DATE, THE NUMBER AND THE AMOUNT OF ALL INVOICES OR CHARGES, AND THE DATE, THE NUMBER AND THE AMOUNT OF ALL CREDITS, COUNTERCLAIMS OR PAYMENTS.**

**SCHEDULE 2-A TO PROOF OF CLAIM - FOR "PRODUCT LIABILITY CLAIMS"**

**"SHORT FORM CLAIM SUPPLEMENT"**

**A copy of this Schedule 2-A "Short Form Claim Supplement" must be completed for each Product Liability Claim and attached to the Proof of Claim.** Your Proof of Claim and this Schedule must be returned to and received by the Monitor before April 9, 2006. You may also need to complete and submit Schedule 2-B. See Schedule 2-B to determine if you also need to complete and submit Schedule 2-B.

All capitalized terms used but not otherwise defined herein have the meaning ascribed to those terms in the Instructions With Respect to Proof of Claim and Filing of Complaints. In submitting the information requested in this Schedule, you are acknowledging and agreeing to the use of that information as set out in the Claims Order.

**A. Subject Parties**

1. Please check the box for each Subject Party you allege to be liable in connection with your Product Liability Claim:

**(a) *Applicants***

- 1619005 Ontario Limited (formerly known as New HC US Trademark Ltd.)
- ACE Formulations Ltd.
- ACE US Trademark Ltd.
- CELL Formulations Ltd.
- GENERAL Formulations Ltd.
- HC Canadian Trademark Ltd.
- HC Foreign Trademark Ltd.
- HC Formulations Ltd.
- HC Trademark Holdings Ltd.
- HC US Trademark Ltd.
- MESO Formulations Ltd.
- MISC Formulations Ltd.
- MT Canadian Supplement Trademark Ltd.
- MT Foreign Supplement Trademark Ltd.
- MuscleTech Research and Development Inc.
- NITRO Formulations Ltd.

**(b) Iovate Companies**

- Iovate Health Sciences Group Inc.
- Iovate Copyright Ltd.
- Iovate Health Sciences Capital Inc.
- Iovate Health Sciences Inc.
- Iovate Health Sciences International Inc.
- Iovate Health Sciences Research Inc.
- Iovate Health Sciences U.S.A. Inc.
- Supplement Trademark Holdings Ltd.
- MT US Trademark Ltd.
- CELL US Trademark Ltd.
- NITRO US Trademark Ltd.
- MESO US Trademark Ltd.
- MASS US Trademark Ltd.
- ENER US Trademark Ltd.
- DIET US Trademark Ltd.
- MISC US Trademark Ltd.
- PUMP US Trademark Ltd.
- RIPPED US Trademark Ltd.
- New CELL US Trademark Ltd.
- New NITRO US Trademark Ltd.
- Iovate HC 2005 Trademark Ltd.
- New Ace US Trademark Ltd.
- Canadian Supplement Trademark Ltd.
- Foreign Supplement Trademark Ltd.
- Iovate Trademark Ltd.
- MASS Formulations Ltd.
- PUMP Formulations Ltd.
- RIPPED Formulations Ltd.
- THERMO Formulations Ltd.
- LEAN BALANCE Formulations Ltd.
- MULTI Formulations Ltd.
- HHC Formulations Ltd.
- Iovate T. & P. Inc.
- THERMO US Trademark Ltd.

- NITROXY US Trademark Ltd.
- LEAN BALANCE US Trademark Ltd.
- CTC US Trademark Ltd.
- GAKIC US Trademark Ltd.
- SIX STAR US Trademark Ltd.
- VIVABODY US Trademark Ltd.
- MTOR US Trademark Ltd.
- LEUKIC US Trademark Ltd.
- ACCELIS US Trademark Ltd.
- EVERSLLIM US Trademark Ltd.
- SMARTBURN US Trademark Ltd.
- OSMODROL US Trademark Ltd.
- HHC US Trademark Ltd.
- Iovate HC 2005 Formulations Ltd.
- New CELL Formulations Ltd.
- New NITRO Formulations Ltd.
- NITROXY Formulations Ltd.
- GAKIC Formulations Ltd.
- SIX STAR Formulations Ltd.
- VIVABODY Formulations Ltd.
- MTOR Formulations Ltd.
- LEUKIC Formulations Ltd.
- ACCELIS Formulations Ltd.
- EVERSLLIM Formulations Ltd.
- SMARTBURN Formulations Ltd.
- OSMODROL Formulations Ltd.

(c) *Third Parties*

- Carlon Colker M.D.
- CVS Corporation
- Douglas Kalman
- Douglas Laboratories Inc.
- General Nutrition Corporation, General Nutrition Corporation, n/k/a GN Oldeco Corporation, General Nutrition Companies Inc., n/k/a GNCl Oldeco, Inc., General Nutrition, Inc. n/k/a GNI Oldeco, Inc., GN Oldeco Corporation, f/k/a General Nutrition Corporation, General Nutrition, Inc., GNC Franchising, LLC, General Nutrition Distribution, L.P., General Nutrition Distribution Corporation, General Nutrition Sales Corporation, General Nutrition Centers, Inc., General

Nutrition Centers, Inc., n/k/a Oldco Corporation, General Nutrition Companies, Inc., General Nutrition Center, Store 100122, General Nutrition Center, Store 101603, GNC Corporation, General Nutrition Center International, Inc., Raaj Singh, individually and t/a GNC/General Nutrition Center #0948, GNC Franchising, Inc., Mandeville GNC (a/k/a Mackie Shilstone's GNC), E&L Associates, Inc.

- Vitamin World, Inc.
- HVL, Inc.
- Jackie Kneifel
- James R. Wilson
- Miami Research Associates Inc.
- Peak Wellness, Inc.
- Rite Aid Corporation
- Stuart Lowther
- Paul Gardiner Family Trust
- Paul Gardiner
- Terry Begley
- Walgreen Co.
- Wal-Mart Stores, Inc.
- Zurich Insurance Company, Zurich Canadian Holdings Limited, Zurich International (Bermuda) Ltd., Zurich American Insurance Company

2. If you have already commenced a legal proceeding in connection with your Product Liability Claim, name the Court where the proceeding was filed: \_\_\_\_\_

3. State the name, address, telephone number, fax number, and e-mail address of the principal solicitor or attorney representing you, if any, in connection with your Product Liability Claim:

\_\_\_\_\_  
Solicitor or Attorney Name

\_\_\_\_\_  
Firm

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

\_\_\_\_\_  
City, State and Zip Code



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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

4. List the product(s) (the "Product") to which your Product Liability Claim relates: \_\_\_\_\_  
\_\_\_\_\_

**B. Claimant's Information**

Is the injured party (the "claimant") someone other than you?  Yes  No  
*If yes, answer all questions on this form as they pertain to the injured person.*

Claimant's full name: \_\_\_\_\_

Male  Female

Date of birth: \_\_\_\_\_

Current Address: \_\_\_\_\_

**C. Injury Information**

Date of injury: \_\_\_\_\_

Type of injury: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Hemorrhagic Stroke    | <input type="checkbox"/> Heat related illness/hyperthermia |
| <input type="checkbox"/> Ischemic Stroke       | <input type="checkbox"/> Seizures                          |
| <input type="checkbox"/> Stroke (type unknown) | <input type="checkbox"/> PPH                               |
| <input type="checkbox"/> Heart Attack          | <input type="checkbox"/> Psychosis                         |
| <input type="checkbox"/> Other Heart Injury    | <input type="checkbox"/> Other:                            |

**D. Medical Information**

Check the appropriate box for any risk factors the claimant has:

Pre-existing high blood pressure/hypertension  Yes  No  I don't know

If yes, controlled with medication  Yes  No  I don't know

Elevated Cholesterol

Yes  No  I don't know

Smoking history

Were you a smoker at the time of the injury?  Yes  No

If yes, please identify the number of cigarettes smoked per day? \_\_\_\_\_

Were you a smoker at any time within five (5) years of the injury?  Yes  No

If yes, please identify the greatest amount consumed for the time period within five (5) years of the date of injury (e.g., 4 cigarettes per day; 1/2 pack per day; 2 packs per day; etc.): \_\_\_\_\_

Alcohol Use

Were you a consumer of alcohol at the time of your injury?  Yes  No

If yes, please identify the greatest amount consumed for the time period within five (5) years of the date of injury:

1 - 5 drinks per day  greater than 5 drinks per day

If yes, please also identify the greatest amount consumed at any time period to the onset of the injury:

1 - 5 drinks per day  greater than 5 drinks per day

Obesity (BMI 30 or greater)

Yes  No  I don't know

Family History of the same injury

Yes  No  I don't know

Coronary Artery Disease

Yes  No  I don't know

If yes, identify the greatest occlusion

70% or greater  50%-69%  1%-50%

Cardiac Enlargement

Yes  No  I don't know

Diagnosis of Epilepsy

Yes  No  I don't know

If stroke injury, AVM at stroke site

Yes  No  I don't know

If stroke injury, aneurysm at stroke site

Yes  No  I don't know

**E. Product Exposure**

1. What was the last time that the claimant ingested the Product(s)?

- Within 6 hours of the injury
- Within 12 hours of the injury
- Within 24 hours of the injury
- Within 62 hours of the injury
- Within 1 week of the injury
- Longer than 1 week before the injury

2. Was a toxicology test for ephedrine performed?

- Yes  No  I don't know

3. If a toxicology test was performed was it positive for the presence of ephedrine?

- Yes  No

4. Does the claimant/claimant's solicitor or attorney have the Product?

- Yes  No

5. Attach a clear copy of all portions of the label(s) of the Product(s), including all numbering on the label.

6. Did the claimant ingest another product containing ephedra within one week before the injury?

- Yes  No  I don't know

If yes, identify the name of the product(s): \_\_\_\_\_

**F. Estimated Damages**

1. Check the box that most accurately reflects the claimant's current level of disability:

- 0-20% Disability
- 21-50% Disability
- 51%-99% Disability
- 100% Disability
- Death

2. Check the box that most accurately reflects the claimant's current number of dependents:

- Spouse Only
- Spouse and 1 minor child

- Spouse and 2 minor children
- Spouse and 3 or more minor children
- No Spouse but 1 minor child
- No Spouse but 2 minor children
- No Spouse but 3 or more minor children

3. Estimated Medical Expenses (past & future):

- \$0-\$49,999
- \$50,000 - \$99,999
- \$100,000 - \$149,999
- \$150,000 - \$199,999
- \$200,000 or greater

4. Estimated Wage Loss (past & future):

- \$0-\$49,999
- \$50,000 - \$99,999
- \$100,000 - \$149,999
- \$150,000 - \$199,999
- \$200,000 or greater

**You may also need to file a Complaint**

Please recall that if you did not commence a legal proceeding in respect of your Product Liability Claim before January 18, 2006 you must also file a complaint (a "**Complaint**") against the applicable Subject Parties in respect of your Product Liability Claim(s).

The Complaint must be filed in Case No. 06 Civ. 538(JSR) pending before the United States District Court for the Southern District of New York, 120 Daniel Patrick Moynihan, United States Courthouse, 500 Pearl Street, New York, New York, U.S.A. 10007-1312 (phone: 212-805-0136) (the "**U.S. District Court**").

The Complaint must be filed in accordance with the rules and procedures of the U.S. District Court and must name as defendants the specific Subject Parties with respect to which relief is sought and all other parties allegedly liable to you with respect to your Product Liability Claim. No service of summons is required in connection with the Complaint; but you must (1) file the Complaint with the U.S. District Court in Case No. 06 Civ. 538(JSR) and (2) file and serve the Complaint by mail, hand, or overnight courier on all parties named as defendants in the Complaint.

**The deadline for filing and serving your Complaint is 5:00 p.m. Toronto, Ontario Time on April 9, 2006.**

**Be advised that any creditor with a Product Liability Claim that does not file and serve a Complaint on or before 5:00 p.m. Toronto, Ontario Time on April 9, 2006 (the "Claims Bar Date") may, in accordance with the Claims Order, be forever barred from making or**

enforcing any *Product Liability Claim*, not be entitled to receive any further notice, not be entitled to participate as a creditor in the Applicants' proceedings under the *Companies' Creditors Arrangement Act*, and not be entitled to participate as a creditor in any subsequent proceeding involving the Applicants, including any plan of compromise or arrangement and any proceedings under the *Bankruptcy and Insolvency Act* and the creditor's *Product Liability Claim* may, in accordance with the Claims Order, be forever extinguished.

Complaints must be filed and served as above for all *Product Liability Claims*. You do not need to, and should not, file a Complaint in respect of Claims.

**SCHEDULE 2-B TO PROOF OF CLAIM - FOR "PRODUCT LIABILITY CLAIMS"**

**"FACT SHEET"**

A copy of this Schedule 2-B "Fact Sheet" must be completed for each Product Liability Claim and attached to the Proof of Claim, unless you have previously completed a comparable form of Fact Sheet or provided sworn answers to interrogatories that respond to all of the information requested herein, in which case you may submit a copy of that Fact Sheet or those sworn interrogatories in lieu of completing this Fact Sheet. If you have previously completed a Fact Sheet or provided sworn answers to interrogatories responding to some, but not all, of the information requested in this Fact Sheet, you may submit copies of that Fact Sheet or sworn interrogatories and answer only those portions of the Fact Sheet that have not been previously answered.

This "Fact Sheet" must be submitted so as to be received by the Monitor by May ●, 2006.

All capitalized terms used but not otherwise defined herein have the meaning ascribed to those terms in the Instructions With Respect to Proof of Claim and Filing of Complaints. In submitting the information requested in this Schedule, you are acknowledging and agreeing to the use of that information as set out in the Claims Order.

- - -

Please provide the following information for each individual on whose behalf a claim is being made. In filling out this form, please use the following definitions: (1) "health care provider" means any hospital, clinic, center, physician's office, infirmary, medical, diagnostic laboratory, or other facility that provides medical, dietary, psychiatric, mental, emotional, or psychological care or advice, and any pharmacy, weight loss center, counsellor, dentist, x-ray department, laboratory, physical therapist or physical therapy department, rehabilitation specialist, physician, psychiatrist, osteopath, homeopath, chiropractor, psychologist, therapist, nurse, herbalist, nutritionist, dietician, or other persons or entities involved in the evaluation, diagnosis, care, or treatment of you; (2) "document" means any writing or record of every type that is in your possession or the possession of your counsel, including but not limited to written documents, e-mails, cassettes, videotapes, photographs, charts, computer discs or tapes, x-rays, drawings, graphs, phono-records, nonidentical copies, and other data compilations from which information can be obtained and translated, if necessary, by the respondent through electronic devices into reasonably usable form.

You may attach as many sheets of paper as necessary to fully answer these questions. If you have any remaining samples of an ephedra-containing dietary supplement ("Ephedra") allegedly ingested by you or any documents (as defined above), including, but not limited to, packaging, instructions, labels, receipts or other proof of purchase for an Ephedra product allegedly ingested by you or other materials or items that you are requested to produce as part of answering this fact sheet or that relate to Ephedra, any Ephedra product you allegedly took, or the incident, injuries, claims, or damages that are the subject of your complaint, you must NOT dispose of, alter, or modify those products, documents or materials in any way. You also are required to give all of

those documents and materials to your attorney as soon as possible. If you are unclear about these obligations please contact your attorney.

If you are filling out this fact sheet on behalf of a decedent and/or minor, you are obligated to make reasonable efforts to ascertain the requested information. If you obtain any requested information from a third party, please fully identify the name, address and telephone number of any third party.

Objections

Note that the answers to this fact sheet must be given subject to an oath. Complete and full answers must be given to each question. Questions cannot be avoided or partially answered based on any objections.

The Applicants may seek judicial sanctions against any party that provides false, misleading, incomplete or incorrect information in response to any question in this fact sheet.

I. CASE INFORMATION

A. Please state the following for any civil action you have filed:

1. Case Caption: \_\_\_\_\_

2. Current Civil Action No.: \_\_\_\_\_

3. Transferor Court and Civil Action No. in that court \_\_\_\_\_

4. Please state name, address, telephone number, fax number, and e-mail address of the principal attorney representing you.

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
Firm

**Tab 3**



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**



)  
)  
)  
WEDNESDAY, THE 14<sup>th</sup> DAY  
OF OCTOBER, 2009

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 GLOBAL  
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS  
LISTED ON SCHEDULE "A"

**APPLICANTS**

**CLAIMS PROCEDURE ORDER**

**THIS MOTION** made by Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" (the "Applicants") and the partnerships listed on Schedule "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities", and each a "CMI Entity"), for an order establishing a claims procedure for the identification and quantification of certain claims against (i) the CMI Entities and (ii) the directors and officers of the Applicants was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion, the Affidavit of John Maguire sworn October 8, 2009, the First Report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the CMI Entities (the "Monitor") and on hearing from counsel for the CMI Entities, the Monitor, the Special Committee of the Board of Directors of Canwest Global, the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc. ("CMI"), CIT Business Credit Canada Inc., and the Management Directors of the Applicants and such other counsel as were present, no one else appearing although duly served as appears from the

affidavit of service, filed.

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and 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 AND INTERPRETATION**

2. **THIS COURT ORDERS** that, for the purposes of this Order establishing a claims process for the CMI Entities and their directors and officers (the "CMI Claims Procedure Order"), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) "Assessments" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
  - (b) "Business Day" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
  - (c) "Calendar Day" means a day, including Saturday, Sunday and any statutory holidays in the Province of Ontario, Canada;
  - (d) "Canwest Intercompany Claim" means any claim of a wholly or partially owned subsidiary of Canwest Global which is not a CMI Entity against any of the CMI Entities;
  - (e) "CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

- (f) "CCAA Proceedings" means the proceedings commenced by the CMI Entities in the Court at Toronto under Court File No. CV-09-8396-00CL;
- (g) "Claim" means:
  - (i) any right or claim of any Person against one or more of the CMI Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of one or more of the CMI Entities in existence on the Filing Date, including on account of Wages and Benefits, and any accrued interest thereon and costs payable in respect thereof to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and includes any other claims that would have been claims provable in bankruptcy had the applicable CMI Entity become bankrupt on the Filing Date (each, a "Prefiling Claim", and collectively, the "Prefiling Claims");
  - (ii) any right or claim of any Person against one or more of the CMI Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by one or more of the CMI Entities to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Filing Date of any contract, lease or other agreement whether written or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this CMI Claims Procedure Order (each, a "Restructuring

Period Claim”, and collectively, the “Restructuring Period Claims”); and

- (iii) any right or claim of any Person against one or more of the Directors or Officers of one or more of the Applicants or any of them, that relates to a Prefiling Claim or a Restructuring Period Claim howsoever arising for which the Directors or Officers of an Applicant are by statute or otherwise by law liable to pay in their capacity as Directors or Officers or in any other capacity (each a “Director/Officer Claim”, and collectively, the “Directors/Officers Claims”);

provided however, that in any case “Claim” shall not include an Excluded Claim or a Canwest Intercompany Claim;

- (h) “Claims Officer” means the individuals designated by the Court pursuant to paragraph 11 of this CMI Claims Procedure Order and such other Persons as may be designated by the CMI Entities and consented to by the Monitor;
- (i) “CMI Claims Bar Date” means 5:00 p.m. on November 19, 2009;
- (j) “CMI Claims Package” means the materials to be provided by the CMI Entities to Persons who may have a Claim which materials shall include:
  - (i) in the case of a CMI Known Creditor (other than a CMI Employee), a CMI General Notice of Claim, a blank CMI Notice of Dispute of Claim, a CMI Instruction Letter, and such other materials as the CMI Entities may consider appropriate or desirable;
  - (ii) in the case of a CMI Employee, a CMI Employee Notice of Claim, a blank CMI Notice of Dispute of Claim, a CMI Employee Instruction Letter, and such other materials as the CMI Entities may consider appropriate or desirable; or
  - (iii) in the case of a CMI Unknown Creditor, a blank CMI Proof of Claim and a CMI Proof of Claim Instruction Letter, and such other materials as the CMI Entities may consider appropriate or desirable;

- (k) "CMI Claims Schedule" means a list of all known Creditors prepared and updated from time to time by the CMI Entities, with the assistance of the Monitor, showing the name, last known address, last known facsimile number, and last known email address of each CMI Known Creditor (except that where a CMI Known Creditor is represented by counsel known by the CMI Entities, the address, facsimile number, and email address of such counsel may be substituted) and, to the extent possible, the amount of each CMI Known Creditor's Claim as valued by the CMI Entities for voting and/or distribution purposes;
- (l) "CMI CRA" means Hap. S. Stephen and Stonecrest Capital Inc. in their capacity as the court-appointed Chief Restructuring Advisor of the CMI Entities;
- (m) "CMI Employee Instruction Letter" means the instruction letter to CMI Employees, substantially in the form attached as Schedule "F" hereto, regarding the CMI Employee Notice of Claim, completion of a CMI Notice of Dispute of Claim by a CMI Employee and the claims procedure described herein;
- (n) "CMI Employee Notice of Claim" means the notice referred to in paragraph 18 hereof, substantially in the form attached hereto as Schedule "E", advising each CMI Employee of their Claim, if any, in respect of Wages and Benefits as valued by the CMI Entities for voting and distribution purposes based on the books and records of the CMI Entities;
- (o) "CMI Employees" means all current employees of the CMI Entities as at the Filing Date, and "CMI Employee" means any one of them;
- (p) "CMI General Notice of Claim" means the notice referred to in paragraph 17 hereof, substantially in the form attached hereto as Schedule "C", advising each CMI Known Creditor (other than CMI Employees) of its Claim as valued by the CMI Entities (in consultation with the CMI CRA, if applicable) for voting and distribution purposes based on the books and records of the CMI Entities;
- (q) "CMI Instruction Letter" means the instruction letter to CMI Known Creditors (other than CMI Employees), substantially in the form attached as Schedule "D"

hereto, regarding the CMI General Notice of Claim, completion of a CMI Notice of Dispute of Claim by a CMI Known Creditor and the claims procedure described herein;

- (r) "CMI Known Creditor" means a Creditor, other than a CMI Noteholder in its capacity as a CMI Noteholder or CMI Unknown Creditor, including CMI Employees, former employees of the CMI Entities, and any CMI Entity in its capacity as a Creditor of one or more CMI Entities, whose Claim is included on the CMI Claims Schedule;
- (s) "CMI Note" means a bond or note issued pursuant to the CMI Noteholder Trust Indenture and any bonds or notes issued in substitution or replacement thereof;
- (t) "CMI Noteholder" means a registered or beneficial holder of a CMI Note;
- (u) "CMI Noteholder Trustee" means The Bank of New York as Trustee under the CMI Noteholder Trust Indenture;
- (v) "CMI Noteholder Trust Indenture" means the trust indenture dated November 18, 2004 between CMI (through its predecessor 3815668 Canada Inc.), certain guarantors party thereto and the CMI Noteholder Trustee, as amended by certain supplemental indentures thereto;
- (w) "CMI Notice of Dispute of Claim" means the notice referred to in paragraph 20 hereof, substantially in the form attached as Schedule "G" hereto, which may be delivered to the Monitor by a CMI Known Creditor disputing a CMI General Notice of Claim or a CMI Employee Notice of Claim, as applicable, with reasons for its dispute;
- (x) "CMI Notice of Dispute of Revision or Disallowance" means the notice referred to in paragraphs 33 and 38 hereof, substantially in the form attached as Schedule "T" hereto, which may be delivered to the Monitor by a CMI Unknown Creditor disputing a CMI Notice of Revision or Disallowance, with reasons for its dispute;
- (y) "CMI Notice of Revision or Disallowance" means the notice referred to in

paragraphs 32 and 37 hereof, substantially in the form of Schedule "H" advising a CMI Unknown Creditor that the CMI Entities have revised or rejected all or part of such CMI Unknown Creditor's Claim set out in its CMI Proof of Claim;

- (z) "CMI Notice to Creditors" means the notice for publication by the CMI Entities or the Monitor as described in paragraph 29 hereof, substantially in the form attached hereto as Schedule "J";
- (aa) "CMI Proof of Claim" means the Proof of Claim referred to in paragraph 30 hereof to be filed by CMI Unknown Creditors, substantially in the form attached hereto as Schedule "K";
- (bb) "CMI Proof of Claim Instruction Letter" means the instruction letter to CMI Unknown Creditors, substantially in the form attached as Schedule "L" hereto, regarding the completion of a CMI Proof of Claim by a CMI Unknown Creditor and the claims procedure described herein;
- (cc) "CMI Unknown Creditors" means Creditors which are not CMI Known Creditors or CMI Noteholders;
- (dd) "Court" means the Superior Court of Justice (Commercial List) in the City of Toronto in the Province of Ontario;
- (ee) "Creditor" means any Person having a Claim and includes without limitation the transferee or assignee of a Claim transferred and recognized as a Creditor in accordance with paragraph 45 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (ff) "Director/Officer Claim" has the meaning ascribed to that term in paragraph 2(f)(iii) of this CMI Claims Procedure Order;
- (gg) "Directors" means all current and former directors (or their estates) of the Applicants and "Director" means any one of them;
- (hh) "Distribution Claim" means the amount of the Claim of a Creditor as finally

determined for distribution purposes, in accordance with the provisions of this CMI Claims Procedure Order and the CCAA;

- (ii) "Excluded Claim" means (i) claims secured by any of the "Charges", as defined in the Initial Order, (ii) any claim against a Director that cannot be compromised due to the provisions of subsection 5.1(2) of the CCAA, (iii) that portion of a Claim arising from a cause of action for which the applicable CMI Entities are fully insured, (iv) any claim of The Bank of Nova Scotia arising from the provision of cash management services to the CMI Entities, and (v) any claim of CIT Business Credit Canada Inc. under the CIT Credit Agreement as defined in the Initial Order;
- (jj) "Filing Date" means October 6, 2009;
- (kk) "Initial Order" means the Initial Order of the Honourable Madam Justice Pepall made October 6, 2009, as amended, restated or varied from time to time;
- (ll) "Meeting" means a meeting of Creditors called for the purpose of considering and voting in respect of a Plan;
- (mm) "Officers" means all current and former officers (or their estates) of the Applicants, and "Officer" means any one of them;
- (nn) "Person" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (oo) "Plan" means any proposed plan(s) of compromise or arrangement to be filed by any or all of the CMI Entities (in consultation with the CMI CRA) pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (pp) "Prefiling Claim" has the meaning ascribed to that term in paragraph 2(f)(i) of this CMI Claims Procedure Order;



- (qq) "Restructuring Period Claim" has the meaning ascribed to that term in paragraph 2(f)(ii) of this CMI Claims Procedure Order;
- (rr) "Wages and Benefits" means all outstanding wages, salaries and employee benefits (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share compensation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits) vacation pay, commissions, bonuses and other incentive payments, payments under collective bargaining agreements, and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (ss) "Voting Claim" means the amount of the Claim of a Creditor as finally determined for voting at the Meeting, in accordance with the provisions of this CMI Claims Procedure Order, and the CCAA.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".
5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

#### **GENERAL PROVISIONS**

6. **THIS COURT ORDERS** that the CMI Entities and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this CMI Claims Procedure Order as to completion and execution of such

forms and to request any further documentation from a Creditor that the CMI Entities or the Monitor may require in order to enable them to determine the validity of a Claim.

7. **THIS COURT ORDERS** that any Claims denominated in a foreign currency shall be converted to Canadian dollars for purposes of any Plan on the basis of the average Bank of Canada United States/Canadian dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.
8. **THIS COURT ORDERS** that interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claim. Amounts claimed in Assessments issued after the Filing Date shall be subject to this CMI Claims Procedure Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.
9. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, and determinations of Claims by a Claims Officer or the Court, as the case may be, shall be maintained by the CMI Entities and, subject to further order of the Court, such Creditor will be entitled to have access thereto by appointment during normal business hours on written request to the CMI Entities or the Monitor.
10. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in this CMI Claims Procedure Order, in respect of any Claim that exceeds \$15 million, the CMI Entities shall consult with the CMI CRA prior to: accepting, admitting, settling, resolving, valuing (for purposes of a CMI General Notice of Claim, a CMI Employee Notice of Claim, a notice of disclaimer or resiliation or otherwise), revising or rejecting such Claim; referring the determination of such Claim to a Claims Officer or the Court; appealing any determination of such Claim by the Claims Officer; or adjourning any Meeting on account of a dispute with respect to such Claim.

#### **CLAIMS OFFICER**

11. **THIS COURT ORDERS** that the Honourable Ed Saunders, the Honourable Jack Ground, the Honourable Coulter Osborne, and such other Persons as may be appointed by the Court from time to time on application of the CMI Entities (in consultation with

the CMI CRA), or such other Persons designated by the CMI Entities (in consultation with the CMI CRA) and consented to by the Monitor, be and they are hereby appointed as Claims Officers for the claims procedure described herein.

12. **THIS COURT ORDERS** that, subject to the discretion of the Court, a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this CMI Claims Procedure Order and to the extent necessary may determine whether any Claim or part thereof constitutes an Excluded Claim. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.
13. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, a CMI Entity may with the consent of the Monitor: (i) refer a CMI Known Creditor's Claim for resolution to a Claims Officer or to the Court for voting and/or distribution purposes; and (ii) refer a CMI Unknown Creditor's Claim for resolution to a Claims Officer or to the Court for voting and/or distribution purposes, where in the CMI Entity's view such a referral is preferable or necessary for the resolution of the valuation of the Claim.

#### **MONITOR'S ROLE**

14. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the CMI Entities in connection with the administration of the claims procedure provided for herein, including the determination of Claims of Creditors and the referral of a particular Claim to a Claims Officer, as requested by the CMI Entities from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this CMI Claims Procedure Order. The Monitor shall file a report with the Court by October 31, 2009 detailing the nature and quantum of the Canwest Intercompany Claims.

**CLAIMS PROCEDURE FOR CMI NOTEHOLDERS**

15. **THIS COURT ORDERS** that the CMI Entities shall not be required to send to a CMI Noteholder a CMI General Notice of Claim and neither the CMI Noteholders nor the CMI Noteholder Trustee shall be required to file a CMI Proof of Claim in respect of Claims pertaining to the CMI Notes. Within 15 Calendar Days of the Filing Date, the CMI Entities shall send to the CMI Noteholder Trustee (as representative of the CMI Noteholders' Voting Claim), with a copy to the advisors of the Ad Hoc Committee (as defined in the Initial Order), a notice stating the accrued amounts owing directly by each of the CMI Entities under the CMI Noteholder Trust Indenture and the guarantees executed by the CMI Entities in respect of the CMI Notes (including, in each case, principal and accrued interest thereon) up to the Filing Date. The CMI Noteholder Trustee shall confirm whether such amounts are accurate to the Monitor within 15 Calendar Days of receipt of the CMI Entities' notice. If such amounts are confirmed by the CMI Noteholder Trustee, or in the absence of any response by the CMI Noteholder Trustee within 15 Calendar Days of receipt of the CMI Entities' notice, such amounts shall be deemed to be the accrued amounts owing directly by each of the CMI Entities under the CMI Noteholder Trust Indenture and the guarantees executed by the CMI Entities in respect of the CMI Notes for the purposes of voting and for the purposes of distributions under the Plan, unless the amounts of such Claims are otherwise agreed to in writing by the applicable CMI Entities, the Ad Hoc Committee, and the CMI Noteholder Trustee, in which case such agreement shall govern. If the CMI Noteholder Trustee indicates that it cannot confirm the accrued amounts owing directly by each of the CMI Entities under the CMI Noteholder Trust Indenture and the guarantees executed by the CMI Entities in respect of the CMI Notes, such amounts shall be determined by the Court for the purposes of voting and distributions under the Plan, unless the amount of such Claims are otherwise agreed to in writing by the applicable CMI Entities, the Ad Hoc Committee and the CMI Noteholder Trustee, in which case such agreement shall govern.

**CLAIMS PROCEDURE FOR CMI KNOWN CREDITORS**

**(i) Disclaimers and Resiliations**

16. **THIS COURT ORDERS** that any action taken by the CMI Entities to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Initial Order, must occur on or before 23 Calendar Days prior to the date of the Meeting. Any notices of disclaimer or resiliation delivered to Creditors in connection with the foregoing shall be accompanied by a CMI Claims Package. The CMI Entities (in consultation with the CMI CRA, if applicable), the Monitor and such Creditor shall resolve such Restructuring Period Claims by two (2) Calendar Days prior to the date of the Meeting for voting purposes.

**(ii) Notice of Claims**

17. **THIS COURT ORDERS** that the CMI Entities shall send a CMI Claims Package to each of the CMI Known Creditors (other than CMI Employees who are dealt with in paragraph 18 below) by prepaid ordinary mail to the address as shown on the CMI Claims Schedule before 11:59 p.m. on October 22, 2009. The CMI Entities shall specify in the CMI General Notice of Claim included in the CMI Claims Package the CMI Known Creditor's Claim for voting and distribution purposes as valued by the CMI Entities (in consultation with the CMI CRA, if applicable) based on the books and records of the CMI Entities.
18. **THIS COURT ORDERS** that the CMI Entities shall send a CMI Claims Package to each CMI Employee by prepaid ordinary mail to the address as shown on the CMI Claims Schedule before 11:59 p.m. on October 22, 2009. The CMI Entities shall specify in the CMI Employee Notice of Claim included in the CMI Claims Package the CMI Employee's Claim in respect of Wages and Benefits for voting and distribution purposes as valued by the CMI Entities (in consultation with the CMI CRA, if applicable) based on the books and records of the CMI Entities.
19. **THIS COURT ORDERS** that, on or before 11:59 p.m. on October 22, 2009, the CMI Entities shall provide a CMI General Notice of Claim and a CMI Claims Package to any

and all of the CMI Entities that have one or more Claims against any of the CMI Entities (each a "CMI Intercompany Claim"), with a copy to the Monitor and the advisors to the Ad Hoc Committee, with respect to each such CMI Intercompany Claim that appears on the books and records of the CMI Entities. All CMI Intercompany Claims shall be deemed to be proven against such CMI Entities for the amounts specified in the applicable CMI General Notices of Claim, provided that the advisors of the Ad Hoc Committee, on behalf of the CMI Noteholders, may, within 15 Calendar Days of receiving notice of such CMI Intercompany Claims, contest the quantum of any CMI Intercompany Claim in the manner provided for herein with respect to the Claims of CMI Known Creditors. No CMI Intercompany Claim may be amended, restated, withdrawn, settled, discharged or released without the prior written consent of the advisors of the Ad Hoc Committee, except where such CMI Intercompany Claim is finally determined by the Claims Officer or the Court in the manner provided for herein.

**(iii) Adjudication of Claims**

20. **THIS COURT ORDERS** that if a CMI Known Creditor (other than a CMI Employee) disputes the amount of the Claim as set out in the CMI General Notice of Claim, the CMI Known Creditor shall deliver to the Monitor a CMI Notice of Dispute of Claim which must be received by the Monitor by no later than the CMI Claims Bar Date. Such Person shall specify therein whether it disputes the value of the Claim for voting and/or distribution purposes.
21. **THIS COURT ORDERS** that if a CMI Known Creditor (other than a CMI Employee) does not deliver to the Monitor a completed CMI Notice of Dispute of Claim by the CMI Claims Bar Date disputing its Claim as valued by the CMI Entities for voting and distribution purposes, then such CMI Known Creditor shall be deemed to have accepted for voting and distribution purposes the valuation of the CMI Known Creditor's Claim as set out in the CMI Notice of Claim, and such CMI Known Creditor's Claim shall be treated as both a Voting Claim and a Distribution Claim. A CMI Known Creditor may accept a Claim for voting purposes as set out in the CMI Notice of Claim and dispute the Claim for distribution purposes in such CMI Known Creditor's CMI Notice of Dispute of

Claim provided that it does so by the CMI Claims Bar Date. A determination of a Voting Claim of a CMI Known Creditor does not in any way affect and is without prejudice to the process to determine such CMI Known Creditor's Distribution Claim.

22. **THIS COURT ORDERS** that if a CMI Employee: (i) disputes the amount of the Claim in respect of Wages and Benefits as set out in the CMI Employee Notice of Claim; and/or (ii) believes that they have a Claim other than in respect of Wages and Benefits, the CMI Employee shall deliver to the Monitor a CMI Notice of Dispute of Claim which must be received by the Monitor by no later than the CMI Claims Bar Date. If such Person disputes the amount of the Claim in respect of Wages and Benefits as set out in the CMI Employee Notice of Claim, such Person shall specify therein whether it disputes the value of such Claim in respect of Wages and Benefits for voting and/or distribution purposes.

23. **THIS COURT ORDERS** that if a CMI Employee does not deliver to the Monitor a completed CMI Notice of Dispute of Claim by the CMI Claims Bar Date disputing its Claim in respect of Wages and Benefits as valued by the CMI Entities for voting and distribution purposes or asserting other Claims, then such CMI Employee shall be deemed to have accepted for voting and distribution purposes the valuation of the CMI Employee's Claim as set out in the CMI Employee Notice of Claim, and such CMI Employee's Claim shall be treated as both a Voting Claim and a Distribution Claim and all other Claims of the CMI Employee shall be forever extinguished and barred. A CMI Employee may accept a Claim for voting purposes as set out in the CMI Employee Notice of Claim and dispute the Claim for distribution purposes in such CMI Employee's CMI Notice of Dispute of Claim provided that it does so by the CMI Claims Bar Date. A determination of a Voting Claim of a CMI Employee does not in any way affect and is without prejudice to the process to determine such CMI Employee's Distribution Claim.

(iv) **Resolution of Disputed Claims**

24. **THIS COURT ORDERS** that in the event that a CMI Entity, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), is unable to resolve a dispute regarding any Voting Claim with a CMI Known Creditor, the CMI Entity or the CMI

Known Creditor shall so notify the Monitor, and the CMI Known Creditor or the CMI Entity, as the case may be. The decision as to whether the CMI Known Creditor's Voting Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity (in consultation with the CMI CRA, if applicable); provided, however that to the extent a Claim is referred under this paragraph to the Court or a Claims Officer, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the CMI Known Creditor and the CMI Entity (in consultation with the CMI CRA, if applicable) without prejudice to a future hearing by the Court or a Claims Officer to determine the Creditor's Distribution Claim). Thereafter, the Court or a Claims Officer, as the case may be, shall resolve the dispute between the CMI Entity and such CMI Known Creditor, and in any event, it is anticipated that the Court or a Claims Officer shall, by no later than two (2) Calendar Days prior to the date of the Meeting, notify the CMI Entity, such CMI Known Creditor and the Monitor of the determination of the value of the CMI Known Creditor's Voting Claim and Distribution Claim. Such determination of the value of the Voting Claim and Distribution Claim by the Court or the Claims Officer shall be deemed to be the CMI Known Creditor's Voting Claim and Distribution Claim for voting and distribution purposes.

25. **THIS COURT ORDERS** that where the value of a CMI Known Creditor's Voting Claim has not been finally determined by the Court or a Claims Officer by the date on which a vote is held, the relevant CMI Entity (in consultation with the CMI CRA, if applicable) shall either:
- (a) accept the CMI Known Creditor's determination of the value of their Voting Claim as set out in the applicable CMI Notice of Dispute of Claim only for the purposes of voting, and conduct the vote of the Creditors on that basis subject to a final determination of such CMI Known Creditor's Voting Claim, and in such case the Monitor shall record separately the value of such CMI Known Creditor's Voting Claim and whether such CMI Known Creditor voted in favour of or against the Plan;



- (b) adjourn the Meeting until a final determination of the Voting Claim(s) is made; or
  - (c) deal with the matter as the Court may otherwise direct or as the relevant CMI Entity, the Monitor and the CMI Known Creditor may otherwise agree.
26. **THIS COURT ORDERS** that in the event that a CMI Entity, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), is unable to resolve a dispute with a CMI Known Creditor regarding any Distribution Claim, the CMI Entity (in consultation with the CMI CRA, if applicable) or the CMI Known Creditor shall so notify the Monitor, and the CMI Known Creditor or the CMI Entity, as the case may be. The decision as to whether the CMI Known Creditor's Distribution Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity (in consultation with the CMI CRA, if applicable). Thereafter, the Court or a Claims Officer shall resolve the dispute between the CMI Entity and such CMI Known Creditor.
27. **THIS COURT ORDERS** that a CMI Known Creditor or a CMI Entity (in consultation with the CMI CRA, if applicable), may, within seven (7) Calendar Days of notification of a Claims Officer's determination of the value of a CMI Known Creditor's Voting Claim or Distribution Claim, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) Calendar Days of the filing of such notice of appeal, such appeal to be an appeal based on the record before the Claims Officer and not a hearing de novo.
28. **THIS COURT ORDERS** that if neither party appeals the determination of value of a Voting Claim or Distribution Claim by a Claims Officer within the time set out in paragraph 27 above, the decision of the Claims Officer in determining the value of a CMI Known Creditor's Voting Claim or Distribution Claim shall be final and binding upon the relevant CMI Entity, the Monitor and the CMI Known Creditor for voting and distribution purposes and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Voting Claim or Distribution Claim.

**CLAIMS PROCEDURE FOR CMI UNKNOWN CREDITORS**

**(i) Notice of Claims**

29. **THIS COURT ORDERS** that forthwith after the date of this CMI Claims Procedure Order and in any event on or before October 20, 2009, the CMI Entities or the Monitor shall publish the CMI Notice to Creditors, for at least two (2) Business Days in The Globe & Mail (National Edition), the National Post, La Presse and The Wall Street Journal.
30. **THIS COURT ORDERS** that the Monitor shall send a CMI Claims Package to any CMI Unknown Creditor who requests these documents. Such CMI Unknown Creditor must return a completed CMI Proof of Claim to the Monitor by no later than the CMI Claims Bar Date.
31. **THIS COURT ORDERS** that any CMI Unknown Creditor that does not return a CMI Proof of Claim to the Monitor by the CMI Claims Bar Date shall not be entitled to attend or vote at any Meeting and shall not be entitled to receive any distribution from any Plan and its Claim shall be forever extinguished and barred without any further act or notification by the CMI Entities.

**(ii) Adjudication of Claims**

32. **THIS COURT ORDERS** that the CMI Entities, with the assistance of the Monitor and in consultation with the CMI CRA, if applicable, shall review all CMI Proofs of Claim received by the CMI Claims Bar Date and shall accept, revise or reject the amount of each Claim set out therein for voting and/or distribution purposes. The CMI Entities shall by no later than 11:59 p.m. on November 30, 2009, notify each CMI Unknown Creditor who has delivered a CMI Proof of Claim as to whether such CMI Unknown Creditor's Claim as set out therein has been revised or rejected for voting purposes (and for distribution purposes, if the CMI Entities (in consultation with the CMI CRA, if applicable), elect to do so), and the reasons therefor, by sending a CMI Notice of Revision or Disallowance. Where the CMI Entities do not send by such date a CMI Notice of Revision or Disallowance to a CMI Unknown Creditor, the CMI Entities shall

be deemed to have accepted such CMI Unknown Creditor's Claim in the amount set out in that CMI Unknown Creditor's CMI Proof of Claim as a Voting Claim for voting purposes only, which shall be deemed to be that CMI Unknown Creditor's Voting Claim.

33. **THIS COURT ORDERS** that any CMI Unknown Creditor who intends to dispute a CMI Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall, by no later than 5:00 p.m. on December 10, 2009 deliver a CMI Notice of Dispute of Revision or Disallowance to the Monitor.

**(iii) Resolution of Claims**

34. **THIS COURT ORDERS** that where a CMI Unknown Creditor that receives a CMI Notice of Revision or Disallowance pursuant to paragraph 32 above does not file a CMI Notice of Dispute of Revision or Disallowance by the time set out in paragraph 33 above, the value of such CMI Unknown Creditor's Voting Claim or Distribution Claim (if the CMI Notice of Revision or Disallowance dealt with the Distribution Claim) shall be deemed to be as set out in the CMI Notice of Revision or Disallowance.

35. **THIS COURT ORDERS** that in the event that a CMI Entity, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), is unable to resolve a dispute regarding any Voting Claim with a CMI Unknown Creditor, the CMI Entity or the CMI Unknown Creditor shall so notify the Monitor, and the CMI Unknown Creditor or the CMI Entity (in consultation with the CMI CRA, if applicable), as the case may be. The decision as to whether the CMI Unknown Creditor's Voting Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity; provided, however that to the extent a Claim is referred under this paragraph to the Court or a Claims Officer, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the CMI Unknown Creditor and the CMI Entity (in consultation with the CMI CRA, if applicable) without prejudice to a future hearing by the Court or a Claims Officer to determine the Creditor's Distribution Claim). Thereafter, the Court or a Claims Officer, as the case may be, shall resolve the dispute between the CMI Entity and such CMI Unknown Creditor, and in any

event, it is anticipated that the Court or a Claims Officer shall, by no later two (2) Calendar Days prior to the date of the Meeting, notify the CMI Entity, such CMI Unknown Creditor and the Monitor of the determination of the value of the CMI Unknown Creditor's Voting Claim and Distribution Claim. Such determination of the value of the Voting Claim and Distribution Claim by the Court or the Claims Officer shall be deemed to be the CMI Unknown Creditor's Voting Claim and Distribution Claim for voting and distribution purposes.

36. **THIS COURT ORDERS** that where the value of a CMI Unknown Creditor's Voting Claim has not been finally determined by the Court or the Claims Officer by the date of the meeting, the relevant CMI Entity shall (in consultation with the CMI CRA, if applicable) either:

- (a) accept the CMI Unknown Creditor's determination of the value of the Voting Claim as set out in the applicable CMI Notice of Dispute of Revision or Disallowance only for the purposes of voting and conduct the vote of the Creditors on that basis subject to a final determination of such CMI Unknown Creditor's Voting Claim, and in such case the Monitor shall record separately the value of such CMI Unknown Creditor's Voting Claim and whether such CMI Unknown Creditor voted in favour of or against the Plan;
- (b) adjourn the Meeting until a final determination of the Voting Claim(s) is made; or
- (c) deal with the matter as the Court may otherwise direct or as the relevant CMI Entity, the Monitor and the CMI Unknown Creditor may otherwise agree.

37. **THIS COURT ORDERS** that the CMI Entities, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), shall review and consider all CMI Proofs of Claim filed in accordance with this CMI Claims Procedure Order, in order to determine the Distribution Claims. The relevant CMI Entities shall notify each CMI Unknown Creditor who filed a CMI Proof of Claim and who did not receive a CMI Notice of Revision or Disallowance for distribution purposes pursuant to paragraph 32 herein as to whether such CMI Unknown Creditor's Claim as set out in such CMI

Unknown Creditor's CMI Proof of Claim has been revised or rejected for distribution purposes, and the reasons therefore, by delivery of a CMI Notice of Revision or Disallowance. Where the relevant CMI Entities do not send a CMI Notice of Revision or Disallowance for distribution purposes to a CMI Unknown Creditor, the relevant CMI Entities and the Monitor shall be deemed to have accepted the amount of such CMI Unknown Creditor's Claim as set out in such CMI Unknown Creditor's CMI Proof of Claim as such CMI Unknown Creditor's Distribution Claim.

38. **THIS COURT ORDERS** that any CMI Unknown Creditor who intends to dispute a CMI Notice of Revision or Disallowance for distribution purposes shall no later than 21 Calendar Days after receiving the notice referred to in paragraph 37, deliver a CMI Notice of Dispute of Revision or Disallowance to the Monitor.
39. **THIS COURT ORDERS** that where a CMI Unknown Creditor that receives a CMI Notice of Revision or Disallowance pursuant to paragraph 37 above does not return a CMI Notice of Dispute of Revision or Disallowance for distribution purposes to the Monitor by the time set out in paragraph 38 above, the value of such CMI Unknown Creditor's Distribution Claim shall be deemed to be as set out in the CMI Notice of Revision or Disallowance for distribution purposes and the CMI Unknown Creditor will be barred from disputing or appealing same.
40. **THIS COURT ORDERS** that in the event that a CMI Entity (in consultation with the CMI CRA, if applicable) is unable to resolve a dispute with a CMI Unknown Creditor regarding any Distribution Claim, the CMI Entity or the CMI Unknown Creditor shall so notify the Monitor, and the CMI Unknown Creditor or the CMI Entity, as the case may be. The decision as to whether the CMI Unknown Creditor's Distribution Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity (in consultation with the CMI CRA, if applicable). Thereafter, the Court or a Claims Officer shall resolve the dispute between the CMI Entity and such CMI Unknown Creditor.
41. **THIS COURT ORDERS** that either a CMI Unknown Creditor or a CMI Entity may, within seven (7) Calendar Days of notification of a Claims Officer's determination of the

value of a CMI Unknown Creditor's Voting Claim or Distribution Claim, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) Calendar Days of the filing of such notice of appeal, such appeal to be an appeal based on the record before the Claims Officer and not a hearing de novo.

42. **THIS COURT ORDERS** that if neither party appeals the determination of value of a Voting Claim or Distribution Claim by a Claims Officer within the time set out in paragraph 41 above, the decision of the Claims Officer in determining the value of a CMI Unknown Creditor's Voting Claim or Distribution Claim shall be final and binding upon the relevant CMI Entity, the Monitor and the CMI Unknown Creditor for voting and distribution purposes and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Voting Claim or Distribution Claim.

#### **SET-OFF**

43. **THIS COURT ORDERS** that the CMI Entities may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Plan to any Creditor, any claims of any nature whatsoever that any of the CMI Entities may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the CMI Entities of any such claim that the CMI Entities may have against such Creditor.

#### **NOTICE OF TRANSFEREES**

44. **THIS COURT ORDERS** that leave is hereby granted from the date of this CMI Claims Procedure Order until ten (10) Business Days prior to the date fixed by the Court for the Meeting to permit a Creditor to provide notice of assignment or transfer of a Claim to the Monitor, subject to paragraph 45.
45. **THIS COURT ORDERS** that if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the CMI Entities shall be obligated to give notice or otherwise deal with the transferee or assignee

of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the relevant CMI Entity and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this CMI Claims Procedure Order prior to receipt and acknowledgement by the relevant CMI Entity and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which a CMI Entity may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the CMI Entities. No transfer or assignment shall be received for voting purposes unless such transfer shall have been received by the Monitor no later than ten (10) Business Days prior to the date to be fixed by the Court for the Meeting, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this CMI Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

#### **SERVICE AND NOTICES**

46. **THIS COURT ORDERS** that the CMI Entities and the Monitor may, unless otherwise specified by this CMI Claims Procedure Order, serve and deliver the CMI Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the CMI Entities or set out in such Creditor's CMI Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier

or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 6:00 p.m. on a Business Day, on such Business Day and if delivered after 6:00 p.m. or other than on a Business Day, on the following Business Day.

47. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Creditor to the Monitor or the CMI Entities under this CMI Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this CMI Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global  
Communications Corp. et al  
Claims Process

Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018  
Fax: 416-572-4068  
Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

48. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this CMI Claims Procedure Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall



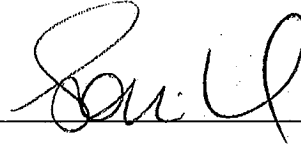
only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this CMI Claims Procedure Order.

49. **THIS COURT ORDERS** that in the event that this CMI Claims Procedure Order is later amended by further Order of the Court, the CMI Entities or the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to Creditors of such amended claims procedure.

#### **MISCELLANEOUS**

50. **THIS COURT ORDERS** that notwithstanding any other provisions of this CMI Claims Procedure Order, the solicitation by the Monitor or the CMI Entities of CMI Proofs of Claim, and the filing by any Creditor of any CMI Proof of Claim shall not, for that reason only, grant any person any standing in these proceedings or rights under any proposed Plan. The CMI Entities shall not oppose the Ad Hoc Committee and the Noteholder Trustee seeking standing in any proceedings before a Claims Officer, this Court or otherwise in respect of the determination of any Claims.
51. **THIS COURT ORDERS** that nothing in this CMI Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims, Excluded Claims, CMI Intercompany Claims or Canwest Intercompany Claims by the CMI Entities into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, Excluded Claims, CMI Intercompany Claims, Canwest Intercompany Claims or any other claims is to be subject to a Plan and the classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan or further Order of this Court.
52. **THIS COURT ORDERS** that in the event that no Plan is approved by this Court, the CMI Claims Bar Date shall be of no effect in any subsequent proceeding or distribution with respect to any and all Claims made by Creditors.
53. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and

the Federal Court 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 and any court or any judicial regulatory 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 CMI Claims Procedure Order.



A handwritten signature in cursive script, appearing to read "S. J. L.", is written above a horizontal line.

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

OCT 19 2009

PER / PAR:



Handwritten initials, possibly "N", written next to the "PER / PAR:" label.

**SCHEDULE "A"**  
**APPLICANTS**

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers Ltd.
10. Canwest International Communications Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Western Communications Inc.
13. Canwest Finance Inc./Financiere Canwest Inc.
14. National Post Holdings Ltd.
15. Canwest International Management Inc.
16. Canwest International Distribution Limited
17. Canwest MediaWorks Turkish Holdings (Netherlands) B.V.
18. CGS International Holdings (Netherlands) B.V.

19. CGS Debenture Holding (Netherlands) B.V.
20. CGS Shareholding (Netherlands) B.V.
21. CGS NZ Radio Shareholding (Netherlands) B.V.
22. 4501063 Canada Inc.
23. 4501071 Canada Inc.
24. 30109, LLC
25. CanWest MediaWorks (US) Holdings Corp.

**SCHEDULE "B"**  
**PARTNERSHIPS**

1. Canwest Television Limited Partnership
2. Fox Sports World Canada Partnership
3. The National Post Company/La Publication National Post

**SCHEDULE "C"**

Court File No. CV-09-8396-00CL

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 GLOBAL  
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS  
LISTED ON SCHEDULE "A"

APPLICANTS

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**CMI GENERAL NOTICE OF CLAIM**

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TO: **[insert name and address of creditor]**

This notice is issued pursuant to the Claims Procedure for Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" (the "Applicants"), their Directors and Officers and the partnerships listed on Schedule "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities") approved by the Order of the Honourable Madam Justice Pepall granted October [14], 2009 in the CCAA Proceedings (the "Order"). Capitalized terms used herein are as defined in the Order unless otherwise noted. A copy of the Order can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$ \_\_\_\_\_, against the following entities:

Entity

Amount of Claim

●

\$●

If you agree that the foregoing amount accurately reflects your Claim, you are not required to respond to this CMI General Notice of Claim. If you disagree with the amount of your Claim as set out herein, for either voting and/or distribution purposes, and/or if you believe you have a Director/Officer Claim and/or a Restructuring Period Claim (as defined in the Order) you must deliver a CMI Notice of Dispute of Claim to the Monitor, by no later than **5:00 p.m. (Toronto Time) on November 19, 2009** (the "CMI Claims Bar Date").

You may accept the Claim as set out in this CMI General Notice of Claim for voting purposes without prejudice to your rights to dispute the Claim for distribution purposes. IF YOU FAIL TO DELIVER A CMI NOTICE OF DISPUTE OF CLAIM for voting and distribution purposes by the CMI Claims Bar Date, then you shall be deemed to have accepted your Claim as set out in this CMI General Notice of Claim and your Claim as set out in this CMI General Notice of Claim shall be deemed to be both your Voting Claim and Distribution Claim.

DATED at Toronto, this \_\_\_\_\_ day of ●, 2009.

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process

Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

## SCHEDULE "D"

### **CMI INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE FOR KNOWN CREDITORS OF CANWEST GLOBAL COMMUNICATIONS CORP. ("Canwest Global") AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A" (the "Applicants") AND PARTNERSHIPS LISTED ON SCHEDULE "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities")**

#### **CLAIMS PROCEDURE**

By Order of the Honourable Madam Justice Pepall dated October [14], 2009 (as may be amended from time to time, the "CMI Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the CMI Entities and their Directors and Officers have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the CMI Claims Procedure Order and other public information concerning these proceedings can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

This letter provides general instructions for completing the CMI General Notice of Dispute of Claim form. As of the date of this instruction letter, the CMI Entities have not yet filed a plan of arrangement or compromise pursuant to the CCAA. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the CMI Claims Procedure Order.

The Claims Procedure is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim or a Canwest Intercompany Claim, against any or all of the CMI Entities or any or all of the Directors or Officers of any or all of the Applicants arising on or prior to October 6, 2009, whether unliquidated, contingent or otherwise. In addition, the Claims Procedure is intended for any Person with any Claim arising after October 6, 2009 against any or all of the Directors or Officers of any or all of the Applicants or against any or all of the CMI Entities as the result of the restructuring, disclaimer, resiliation, termination or breach of any contract, lease or other type of agreement. Please review the CMI Claims Procedure Order for the complete definition of Claim, Excluded Claim and Canwest Intercompany Claim.

Priv



All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

#### **FOR CREDITORS DISPUTING A CMI GENERAL NOTICE OF CLAIM**

If you received a CMI General Notice of Claim from any or all of the CMI Entities and you dispute the value of your Claim against any or all of the CMI Entities for voting and/or distribution purposes and/or you believe you have a Restructuring Period Claim and/or a Director/Officer Claim, you must file a CMI Notice of Dispute of Claim form with the Monitor. All CMI Notices of Dispute of Claim **must be received by the Monitor on or before 5:00 pm (Toronto Time) on November 19, 2009**, unless the Monitor and the CMI Entities agree in writing or the Court orders that the CMI Notice of Dispute Claim be accepted after that date.

All Claims shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.

Additional CMI Notices of Dispute of Claim forms can be obtained from the Monitor's website at <http://cfcanada.fticonsulting.com/cmi> or by contacting the Monitor and providing the particulars as to your name, address, facsimile number, email address and contact person. Once the Monitor has this information, you will receive, as soon as practicable, additional CMI Notices of Dispute of Claim forms.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**SCHEDULE "E"**

Court File No. CV-09-8396-00CL

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 GLOBAL  
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS  
LISTED ON SCHEDULE "A"

APPLICANTS

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**CMI EMPLOYEE NOTICE OF CLAIM**

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TO: [insert name and address of employee]

This notice is issued pursuant to the claims procedure for Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" (the "Applicants"), their Directors and Officers and partnerships listed on Schedule "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities") approved by the Order of the Honourable Madam Justice Pepall granted October [14], 2009 in the CCAA Proceedings (the "CMI Claims Procedure Order"). Capitalized terms used herein are as defined in the CMI Claims Procedure Order unless otherwise noted. A copy of the CMI Claims Procedure Order can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

The Initial Order of the Honourable Madam Justice Pepall granted October 6, 2009 in the CCAA Proceedings authorizes the CMI Entities to pay, and they shall pay, employees for all Wages and Benefits outstanding as of the Filing Date. Accordingly, you will be paid on the next scheduled date. Therefore, the CMI Claims Schedule prepared by the CMI Entities sets your Claim against the CMI Entities to be **\$0** in respect of Wages and Benefits.

If you agree that the foregoing amount accurately reflects your Claim, you are not required to respond to this CMI Employee Notice of Claim. If you believe you still have a Claim in respect of Wages and Benefits, or any other Claim, you must deliver a CMI Notice of Dispute of Claim to the Monitor, by no later than **5:00 p.m. (Toronto Time) on November 19, 2009** (the "CMI Claims Bar Date").

You may accept the Claim as set out in this CMI Employee Notice of Claim for voting purposes without prejudice to your rights to dispute the Claim for distribution purposes. **IF YOU FAIL TO DELIVER A CMI NOTICE OF DISPUTE OF CLAIM** for voting and distribution purposes to the Monitor by the CMI Claims Bar Date, then you shall be deemed to have accepted your Claim as set out in this CMI Employee Notice of Claim as your total Claim against the CMI Entities and your Claim as set out in this CMI Employee Notice of Claim shall be deemed to be both your Voting Claim and Distribution Claim.

DATED at Toronto, this \_\_\_\_\_ day of ● , 2009.

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

## SCHEDULE "F"

### **CMI EMPLOYEE INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE FOR KNOWN CREDITORS OF CANWEST GLOBAL COMMUNICATIONS CORP. (the "Canwest Global") AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A" (the "Applicants") AND PARTNERSHIP LISTED ON SCHEDULE "B" (collectively and together with Canwest Global, the "CMI Entities")**

#### **CLAIMS PROCEDURE**

By Order of the Honourable Madam Justice Pepall dated October [14], 2009 (as may be amended from time to time, the "CMI Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the CMI Entities and their Directors and Officers have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the CMI Claims Procedure Order and other public information concerning these proceedings can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

This letter provides general instructions for completing the CMI Notice of Dispute of Claim form. As of the date of this instruction letter, the CMI Entities have not yet filed a plan of arrangement or compromise pursuant to the CCAA. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the CMI Claims Procedure Order.

The Claims Procedure is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim or a Canwest Intercompany Claim, against any or all of the CMI Entities or against any or all of the Directors or Officers of any or all of the Applicants arising on or prior to October 6, 2009, whether unliquidated, contingent or otherwise. In addition, the Claims Procedure is intended for any Person with any Claim arising after October 6, 2009 against any or all of the Directors or Officers of any or all of the Applicants or against any or all of the CMI Entities as the result of the restructuring, disclaimer, resiliation, termination or breach of any contract, lease or other type of agreement. Please review the CMI Claims Procedure Order for the complete definition of Claim, Excluded Claim and Canwest Intercompany Claim.

All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

**FOR CMI EMPLOYEES DISPUTING A CMI EMPLOYEE NOTICE OF CLAIM**

If you received a CMI Employee Notice of Claim from any or all of the CMI Entities and you believe you still have a Claim in respect of Wages and Benefits, or any other Claim, you must file a CMI Notice of Dispute of Claim form with the Monitor. All CMI Notices of Dispute of Claim **must be received by the Monitor on or before 5:00 pm (Toronto Time) on November 19, 2009**, unless the Monitor and the CMI Entities agree in writing or the Court Orders that the CMI Notice of Dispute of Claim be accepted after that date.

All Claims shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.

Additional CMI Notices of Dispute Claim forms can be obtained from the Monitor's website at <http://cfcanada.fticonsulting.com/cmi> or by contacting the Monitor and providing the particulars as to your name, address, facsimile number, email address and contact person. Once the CMI Entities have this information, you will receive, as soon as practicable, additional CMI Notices of Dispute of Claim forms.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**SCHEDULE "G"**

Court File No. CV-09-8396-00CL

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 GLOBAL  
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS  
LISTED ON SCHEDULE "A"

APPLICANTS

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**CMI NOTICE OF DISPUTE OF CLAIM**

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**1. PARTICULARS OF CREDITOR:**

- (a) Full Legal Name of Creditor: \_\_\_\_\_
- (b) Full Mailing Address of Creditor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) Telephone Number of Creditor: \_\_\_\_\_
- (d) Facsimile Number of Creditor: \_\_\_\_\_
- (e) E-mail Address of Creditor: \_\_\_\_\_
- (f) Attention (Contact Person): \_\_\_\_\_

2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes  No   
 (if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): \_\_\_\_\_

3. **DISPUTE OF VALUATION OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

*(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.)*

We hereby disagree with the value of our Claim as set out in the CMI General Notice of Claim / CMI Employee Notice of Claim dated \_\_\_\_\_, as set out below:

	<u>Claim per</u> <u>Notice of Claim</u>		<u>Disputed for</u>		<u>Claim per Creditor</u>	
	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>
Canwest Global Communications Corp.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Media Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
MBS Productions Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Yellow Card Productions Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Television GP Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Fox Sports World Canada Holdco Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Global Centre Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Multisound Publishers Ltd.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest International Communications Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$

	<u>Claim per Notice of Claim</u>		<u>Disputed for</u>		<u>Claim per Creditor</u>	
	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>
Canwest Irish Holdings (Barbados) Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Western Communications Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Finance Inc./Financiere Canwest Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
National Post Holdings Ltd.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest International Management Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest International Distribution Limited	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest MediaWorks Turkish Holdings (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS International Holdings (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS Debenture Holding (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS Shareholding (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS NZ Radio Shareholding (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
4501063 Canada Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
4501071 Canada Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
30109, LLC	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CanWest MediaWorks (US) Holdings Corp.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$



	<u>Claim per Notice of Claim</u>		<u>Disputed for</u>		<u>Claim per Creditor</u>	
	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>
Canwest Television Limited Partnership	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Fox Sports World Canada Partnership	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
The National Post Company/La Publication National Post	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
TOTAL (Consolidated)	\$	\$			\$	\$

4. **REASONS FOR DISPUTE:**

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)*

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5. **RESTRUCTURING PERIOD CLAIMS:**

The undersigned asserts a Claim against any or all of the CMI Entities arising out of the restructuring, disclaimer, resiliation, termination or breach after the Filing Date of any contract, lease or other agreement.

Yes  No

*(If Yes, provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)*

**6. DIRECTORS/OFFICERS CLAIMS:**

The undersigned asserts a Director/Officer Claim against any or all of the Directors or Officers of any or all of the Applicants.

Yes  No

*(If Yes, provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)*

This CMI Notice of Dispute of Claim must be returned to and received by the Monitor by no later than **5:00 p.m. (Toronto Time) on November 19, 2009**, the CMI Claims Bar Date, at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask  
  
Telephone: 1-888-318-4018  
Fax: 416-572-4068  
Email: anna.sisask@fticonsulting.com

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**SCHEDULE "H"**

Court File No. CV-09-8396-00CL

**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 GLOBAL  
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS  
LISTED ON SCHEDULE "A"**

**APPLICANTS**

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**CMI NOTICE OF REVISION OR DISALLOWANCE**

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**TO: [insert name and address of creditor]**

The CMI Entities have reviewed your CMI Proof of Claim dated \_\_\_\_\_, 2009, and have revised or rejected your claim for the following reasons:

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Subject to further dispute by you in accordance with the provisions of the CMI Claims Procedure Order, your Claim will be allowed as follows:

CMI Entity	Prefiling Claim per Proof of Claim	Revised/Rejected for Voting/ Distribution	Allowed as Revised for Voting/ Distribution	Restructuring Period Claim per Proof of Claim	Revised/Rejected for Voting/ Distribution	Allowed as Revised for Voting/ Distribution

Director/ Officer Claim	Related to Prefiling Claim per Proof of Claim	Revised/Rejected for Voting/ Distribution	Allowed as Revised for Voting/ Distribution	Related to Restructuring Period Claim per Proof of Claim	Revised/Rejected for Voting/ Distribution	Allowed as Revised for Voting/ Distribution

If you intend to dispute this CMI Notice of Revision or Disallowance, you must, no later than **5:00 p.m. (Toronto Time) on December 10, 2009** for voting purposes (and if the CMI Entities have elected to value your claim for distribution purposes, for distribution purposes) and no later than **21 Calendar Days after you receive such CMI Notice of Revision or Disallowance** for distribution purposes, if the CMI Entities have elected to value your claim for distribution purposes in accordance with paragraph 37 of the CMI Claims Procedure Order, notify the Monitor of such intent by delivery of a CMI Notice of Dispute of Revision or Disallowance in accordance with the CMI Claims Procedure Order at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018  
Fax: 416-572-4068  
Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

If you do not deliver a CMI Notice of Dispute of Revision or Disallowance, the value of your Claim shall be deemed to be as set out in this CMI Notice of Revision or Disallowance.

DATED at Toronto, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**SCHEDULE "I"**

Court File No. CV-09-8396-00CL

**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 GLOBAL  
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS  
LISTED ON SCHEDULE "A"**

**APPLICANTS**

---

**CMI NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

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**1. PARTICULARS OF CREDITOR:**

- (a) Full Legal Name of Creditor: \_\_\_\_\_
- (b) Full Mailing Address of Creditor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) Telephone Number of Creditor: \_\_\_\_\_
- (d) Facsimile Number of Creditor: \_\_\_\_\_
- (e) E-mail Address of Creditor: \_\_\_\_\_
- (f) Attention (Contact Person): \_\_\_\_\_

2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes  No   
(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): \_\_\_\_\_

3. **DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

*(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.)*

We hereby disagree with the value of our Claim as set out in the CMI Notice of Revision or Disallowance dated \_\_\_\_\_, as set out below:

*(Insert particulars of Claim per CMI Notice of Revision or Disallowance, whether the Claim is disputed for voting and/or distribution purposes, and the value of your Claim as asserted for voting and/or distribution purposes)*

4. **REASONS FOR DISPUTE:**

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you intend to dispute this CMI Notice of Revision or Disallowance, you must, no later than **5:00 p.m. (Toronto Time) on December 10, 2009** for voting purposes (and if the CMI Entities have elected to value your claim for distribution purposes, for distribution purposes) and no later than **21 Calendar Days** after you receive such CMI Notice of Revision or Disallowance for

distribution purposes, if the CMI Entities have elected to value your claim for distribution purposes in accordance with paragraph 37 of the CMI Claims Procedure Order, notify the Monitor of such intent by delivery of a CMI Notice of Dispute of Revision or Disallowance in accordance with the CMI Claims Procedure Order at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018  
Fax: 416-572-4068  
Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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



## **SCHEDULE "J"**

**NOTICE TO CREDITORS OF Canwest Global Communications Corp., Canwest Media Inc., MBS Productions Inc., Yellow Card Productions Inc., Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc., Canwest Television GP Inc., Fox Sports World Canada Holdco Inc., Global Centre Inc., Multisound Publishers Ltd., Canwest International Communications Inc., Canwest Irish Holdings (Barbados) Inc., Western Communications Inc., Canwest Finance Inc./Financiere Canwest Inc., National Post Holdings Ltd., Canwest International Management Inc., Canwest International Distribution Limited, Canwest MediaWorks Turkish Holdings (Netherlands) B.V., CGS International Holdings (Netherlands) B.V., CGS Debenture Holding (Netherlands) B.V., CGS Shareholding (Netherlands) B.V., CGS NZ Radio Shareholding (Netherlands) B.V., 4501063 Canada Inc., 4501071 Canada Inc., 30109, LLC, CanWest MediaWorks (US) Holdings Corp. (collectively, the "Applicants"), Canwest Television Limited Partnership, Fox Sports World Canada Partnership, and the National Post Company/La Publication National Post (collectively, the "Partnerships, and together with the Applicants, the "CMI Entities") and/or their Directors and Officers**

**RE: NOTICE OF CLAIMS BAR DATE IN COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA") PROCEEDINGS**

**NOTICE IS HEREBY GIVEN** that pursuant to an Order of the Ontario Superior Court of Justice made October [14], 2009 (the "Order"), a claims procedure was approved for the determination of all claims, to be affected under the CCAA Proceedings against the CMI Entities and the Directors and Officers of the Applicants.

**PLEASE TAKE NOTICE** that the claims procedure applies only to Claims of Creditors described in the Order. No other claims are being compromised. A copy of the Order and other public information concerning the CCAA Proceedings can be found at the following website: <http://cfcanada.fticonsulting.com/cmi>.

**THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on November 19, 2009.** Any creditor who has not received a CMI General Notice of Claim or CMI Employee Notice of Claim and who believes that they have a Claim against one or more of the CMI Entities or a

Director/Officer Claim under the Order, other than a CMI Noteholder, must contact the Monitor in order to obtain a CMI Proof of Claim. CMI Proofs of Claim must be filed with the Monitor on or before the CMI Claims Bar Date.

**HOLDERS OF CLAIMS** who have not received a CMI Notice of Claim and who do not file a CMI Proof of Claim by the CMI Claims Bar Date shall not be entitled to vote at any meeting of creditors regarding any plan of compromise or arrangement proposed by the CMI Entities or participate in any distribution under such plan and any Claims such Creditor may have against any of the CMI Entities and/or any of the Directors and Officers of the Applicants shall be forever extinguished and barred.

**CREDITORS REQUIRING INFORMATION** or claim documentation may contact the Monitor at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1  
Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018  
Fax: 416-572-4068  
Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

**SCHEDULE "K"**

Court File No. CV-09-8396-00CL

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 GLOBAL  
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS  
LISTED ON SCHEDULE "A"

APPLICANTS

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**CMI PROOF OF CLAIM**

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1. **ENTITY AGAINST WHICH YOU ASSERT A CLAIM:**

*Check only one entity for each Proof of Claim. If you have Claims against more than once entity, you must file a separate Proof of Claim for each.*

- |  |                          |   |                          |   |                          |
|--|--------------------------|---|--------------------------|---|--------------------------|
| Canwest Global Communications Corp.                                    | <input type="checkbox"/> | Western Communications Inc.                               | <input type="checkbox"/> | 4501071 Canada Inc.                                       | <input type="checkbox"/> |
| Canwest Media Inc.   | <input type="checkbox"/> | Canwest Finance Inc./Financiere<br>Canwest Inc.           | <input type="checkbox"/> | 30109, LLC  | <input type="checkbox"/> |
| MBS Productions Inc.   | <input type="checkbox"/> | National Post Holdings Ltd.                               | <input type="checkbox"/> | CanWest MediaWorks (US) Holdings<br>Corp.                 | <input type="checkbox"/> |
| Yellow Card Productions Inc.   | <input type="checkbox"/> | Canwest International Management Inc.                     | <input type="checkbox"/> | Canwest Television Limited Partnership                    | <input type="checkbox"/> |
| Canwest Global Broadcasting<br>Inc./Radiodiffusion Canwest Global Inc. | <input type="checkbox"/> | Canwest International Distribution<br>Limited             | <input type="checkbox"/> | Fox Sports World Canada Partnership                       | <input type="checkbox"/> |
| Canwest Television GP Inc.   | <input type="checkbox"/> | Canwest MediaWorks Turkish Holdings<br>(Netherlands) B.V. | <input type="checkbox"/> | The National Post Company/La<br>Publication National Post | <input type="checkbox"/> |
| Fox Sports World Canada Holdco Inc.                                    | <input type="checkbox"/> | CGS International Holdings<br>(Netherlands) B.V.          | <input type="checkbox"/> | CGS NZ Radio Shareholding<br>(Netherlands) B.V.           | <input type="checkbox"/> |
| Global Centre Inc.   | <input type="checkbox"/> | CGS Debenture Holding (Netherlands)<br>B.V.               | <input type="checkbox"/> |   |                          |
| Multisound Publishers Ltd.   | <input type="checkbox"/> | CGS Shareholding (Netherlands) B.V.                       | <input type="checkbox"/> |   |                          |
| Canwest International Communications<br>Inc.                           | <input type="checkbox"/> | CGS NZ Radio Shareholding<br>(Netherlands) B.V.           | <input type="checkbox"/> |   |                          |
| Canwest Irish Holdings (Barbados) Inc.                                 | <input type="checkbox"/> | 4501063 Canada Inc.                                       | <input type="checkbox"/> |   |                          |

2. **PARTICULARS OF CREDITOR:**

- (a) Full Legal Name of Creditor: \_\_\_\_\_
- (b) Full Mailing Address of Creditor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) Telephone Number of Creditor: \_\_\_\_\_
- (d) Facsimile Number of Creditor: \_\_\_\_\_
- (e) E-mail Address of Creditor: \_\_\_\_\_
- (f) Attention (Contact Person): \_\_\_\_\_

3. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

- (a) Have you acquired this Claim by assignment?  
Yes  No   
(if yes, attach documents evidencing assignment)
- (b) Full Legal Name of original creditor(s): \_\_\_\_\_

4. **PROOF OF CLAIM**

**THE UNDERSIGNED CERTIFIES AS FOLLOWS:**

- (a) That I am a Creditor of/hold the position of \_\_\_\_\_ of \_\_\_\_\_ the Creditor and have knowledge of all the circumstances connected with the Claim described herein;
- (b) That I have knowledge of all the circumstances connected with the Claim described and set out below;
- (c) The CMI Entity was and still is indebted to the Creditor as follows *(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.)*

(i) Prefiling Claims:  
\$ \_\_\_\_\_

(ii) Restructuring Period Claims:  
\$ \_\_\_\_\_

(iii) Directors/Officers Claims:  
\$ \_\_\_\_\_

(iv) TOTAL CLAIM:  
\$ \_\_\_\_\_

Total of (i), (ii) and (iii)

5. NATURE OF CLAIM

*(CHECK AND COMPLETE APPROPRIATE CATEGORY)*

Unsecured Claim of \$ \_\_\_\_\_

Secured Claim of \$ \_\_\_\_\_

In respect of this debt, I hold security over the assets of the CMI Entity valued at \$ \_\_\_\_\_, the particulars of which security and value are attached to this Proof of Claim form.

*(Give full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)*

6. PARTICULARS OF CLAIM:

The Particulars of the undersigned's total Claim (including Directors/Officers Claims) are attached.

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed).*

7. FILING OF CLAIM

This CMI Proof of Claim must be returned to and received by the Monitor by 5:00 p.m.

**(Toronto Time) on the CMI Claims Bar Date (November 19, 2009) at the following address:**

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications  
Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

## SCHEDULE "L"

### **CMI PROOF OF CLAIM INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE FOR UNKNOWN CREDITORS OF CANWEST GLOBAL COMMUNICATIONS CORP. ("Canwest Global") AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A" (the "Applicants") AND PARTNERSHIPS LISTED ON SCHEDULE "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities")**

#### **CLAIMS PROCEDURE**

By Order of the Honourable Madam Justice Pepall dated October [14], 2009 (as may be amended from time to time, the "CMI Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCA"), the CMI Entities and their Directors and Officers have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the CMI Claims Procedure Order and other public information concerning these proceedings can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

This letter provides general instructions for completing the CMI Proof of Claim forms. As of the date of this instruction letter, the CMI Entities have not yet filed a plan of arrangement or compromise pursuant to the CCA. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the CMI Claims Procedure Order.

The Claims Procedure is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim or a Canwest Intercompany Claim, against any or all of the CMI Entities or any or all of the Directors or Officers of any or all of the Applicants arising on or prior to October 6, 2009, whether unliquidated, contingent or otherwise. In addition, the Claims Procedure is intended for any Person with any Claim arising after October 6, 2009 against any or all of the Directors or Officers of any or all of the Applicants or against any or all of the CMI Entities as the result of the restructuring, disclaimer, resiliation, termination or breach of any contract, lease or other type of agreement. Please review the CMI Claims Procedure Order for the complete definition of Claim, Excluded Claim and Canwest Intercompany Claim.

All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al  
Claims Process  
Suite 2733, TD Canada Trust Tower  
161 Bay Street  
Toronto, ON  
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: [anna.sisask@fticonsulting.com](mailto:anna.sisask@fticonsulting.com)

#### **FOR CREDITORS SUBMITTING A CMI PROOF OF CLAIM FORM**

If you believe that you have a Claim against any or all of the CMI Entities or a Director/Officer Claim, you must file a CMI Proof of Claim form with the Monitor. All CMI Proofs of Claim for Claims arising prior to October 6, 2009 against any or all of the CMI Entities or Directors/Officers Claims **must be received by the Monitor on or before 5:00 pm (Toronto Time) on November 19, 2009**, unless the Monitor and the CMI Entities agree in writing or the Court Orders that the CMI Proof of Claim be accepted after that date. **IF YOU DO NOT FILE A CMI PROOF OF CLAIM BY THE CMI CLAIMS BAR DATE**, you shall not be entitled to vote at any meeting of creditors regarding any plan of compromise or arrangement proposed by the CMI Entities or participate in any distribution under such plan and any Claims you may have against any of the CMI Entities and/or any of the Directors and Officers of the Applicants shall be forever extinguished and barred.

All Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.



**ADDITIONAL FORMS**

Additional CMI Proof of Claim forms can be obtained from the Monitor's website at <http://cfcanda.fticonsulting.com/cmi> or by contacting the Monitor and providing the particulars as to your name, address, facsimile number, email address and contact person. Once the CMI Entities have this information, you will receive, as soon as practicable, additional CMI Proof of Claim forms.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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  
GLOBAL COMMUNICATIONS CORP., AND THE OTHER APPLICANTS LISTED ON  
SCHEDULE "A"

Court File No: CV-09-8396-00CL

APPLICANTS

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER**

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

Lyndon A.J. Barnes (LSUC#: 13350D)  
Tel: (416) 862-6679

Edward A. Sellers (LSUC#: 30110F)  
Tel: (416) 862-5959

Jeremy E. Dacks (LSUC#: 41851R)  
Tel: (416) 862-4923

Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

**Tab 4**

*Case Name:*  
**Nortel Networks Corp. (Re)**

**RE: 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 Nortel Networks Corporation, Nortel Networks Limited, Nortel Networks Global Corporation, Nortel Networks International Corporation and Nortel Networks Technology Corporation,  
Applicants  
APPLICATION UNDER the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended**

[2009] O.J. No. 3280

53 C.B.R. (5th) 196

2009 CarswellOnt 3028

2009 CanLII 26603

Court File No. 09-CL-7950

Ontario Superior Court of Justice  
Commercial List

**G.B. Morawetz J.**

Heard: July 30, 2009.

Judgment: July 30, 2009.

Released: July 31, 2009.

(15 paras.)

*Bankruptcy and insolvency law -- Companies' Creditors Arrangement Act (CCAA) matters -- Compromises and arrangements -- Claims -- International insolvencies -- Motion by Nortel Companies and others for court approval of call for claims process and mechanism for paying out claims by employees in financial hardship allowed.*

*Bankruptcy and insolvency law -- Proceedings -- Practice and procedure -- Stays -- Motion by Nortel Companies to extend CCAA stay allowed -- Companies working in good faith and with due diligence to reorganize extensive operations.*

Motion by the Nortel Companies and the U.S. debtors for an order implementing a call for claims procedure, requiring most creditors to file their claims by September 30, 2009. The Companies, the Monitor and former employees also moved for an order approving a process for making immediate payments on claims by employees experiencing financial hardship. The Companies also moved for an extension of the CCAA stay period to October 30, 2009.

HELD: Motions allowed. The call for claims procedure would facilitate the moving parties in formulating a plan and reconciling the claims. The mechanism for paying out employee claims was approved. The stay was extended because the court was convinced the Companies were working in good faith and with due diligence to restructure their extensive operations.

**Statutes, Regulations and Rules Cited:**

Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36,

**Counsel:**

Derrick Tay and Jennifer Stam, for Nortel Networks Corporation et al.

J.A. Carfagnini, C.G. Armstrong and G. Rubenstein, for Ernst & Young Inc., Monitor.

Arthur Jacques, T. McRae and J. Payne, for the Nortel Continuing Canadian Employees.

S. R. Orzy, for the Noteholders.

Lyndon Barnes and Adam Hirsh, for the Board of Directors of Nortel Networks Corporation and Nortel Networks Limited.

A. MacFarlane, for the Official Committee.

R. Sahni, for the Noteholders' Committee.

Robin B. Schwill, for the Nortel Networks U.K. Limited (in Administration).

Mark Zigler, for the Former Employees.

Tina Lie, for the Superintendent of Financial Services.

B. Wadsworth, for CAW-Canada.

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**ENDORSEMENT**

1 **G.B. MORAWETZ J.:**-- The motion proceeded unopposed and resulted in two orders for the following reasons:

**Claims Procedure Order**

2 The Applicants and the U.S. Debtors wish to implement a "call for claims" procedure that will require most creditors of the Applicants and the U.S. Debtors to file their claims by September 30, 2009. The process will allow both the Applicants and the U.S. Debtors to begin the process of reconciling these claims. It should also provide the Applicants and the U.S. Debtors with more definitive information with respect to claims, which information can be used to assist in the formulation of a plan.

3 The Applicants prepared the proposed procedure order with a view to showing certain essential elements with the claims order that will shortly be sought in the Chapter 11 Proceedings.

4 The proposed procedure is described in both Mr. Doolittle's affidavit of July 24, 2009 and in the Sixteenth Report of the Monitor.

5 I am satisfied that it is appropriate to approve the Claims Procedure.

#### **Employee Hardship, Canadian GSPA, Stay Extension Order**

6 In response to the endorsement released on June 18, 2009, the Monitor, the Applicants and Koskie Minsky LLP, in its capacity as Representative Counsel for former employees, have considered the issue of hardship being experienced by certain former employees and have developed a mechanism for making immediate payment on account of the claims of those former employees who are experiencing financial hardship. The mechanism is summarized in both Mr. Doolittle's affidavit and in the Monitor's Sixteenth Report. The Eligibility Requirements and Procedure is also set out at page 115(a) of the Motion Record. The proposal has also been reviewed by the Official Committee, the Bondholders and by FSCO, with no party objecting.

7 It was acknowledged by counsel to the Monitor that further issues may arise out of the implementation of the mechanism and for this reason, among others, the Monitor indicated that it would report back to court on this issue by September 30, 2009.

8 Counsel to the CAW also brought to the court's attention that the Union may wish to have the eligibility criteria reviewed at that time.

9 I am satisfied that the proposed process is an appropriate response to the issue as raised in the June 18, 2009 endorsement and the process is approved, subject to further review, if any, after the Monitor reports back to court.

10 I am also satisfied that it is appropriate to approve the extension of the Canadian Group Supplier Protocol Agreement.

11 Finally, the Applicants seek an extension of the Stay Period to October 30, 2009.

12 As indicated in the Record, NNC is the ultimate parent of the Nortel companies, which operate world wide. The Applicants also have significant business operations. The restructuring of the Applicants will take a significant amount of time.

13 The progress to date has been described in various affidavits filed by the Applicants and in the Reports filed by the Monitor. The most recent affidavit of Mr. Doolittle and the Sixteenth Report also outline some of the upcoming steps that the Applicants intend to take in this process. The Monitor has also noted that, based on the key assumptions used in the preparation of the Applicants' July 12 Cash Flow Forecast, the Applicants will have sufficient cash resources available during the Forecast Period to permit the Applicants to make further progress in these proceedings. The Monitor supports the request for the extension.

**14** Having reviewed the Record and having heard submissions, I am satisfied that the Applicants continue to work in good faith and with due diligence such that the request to extend the Stay Period to October 30, 2009 is warranted. The Stay Period is therefore extended to October 30, 2009.

**15** Orders to give effect to the foregoing have been signed by me.

G.B. MORAWETZ J.

cp/e/qllxr/qljxr/qlmxl/qlaxw/qljxh/qlana

**TAB 5**

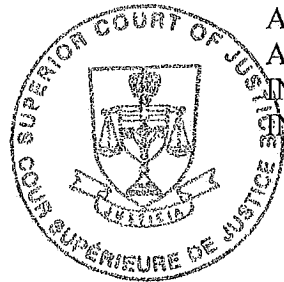


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) MONDAY, THE 12<sup>th</sup> DAY  
 )  
MADAM JUSTICE PEPALL ) OF APRIL, 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 PUBLISHING  
INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
INC. AND CANWEST (CANADA) INC.



**APPLICANTS**

**CLAIMS PROCEDURE ORDER**

**THIS MOTION** made by Canwest Publishing Inc./Publications Canwest Inc. (“CPI”), Canwest Books Inc. and Canwest (Canada) Inc. (the “**Applicants**”) and Canwest Limited Partnership (“**Canwest LP**”, collectively and together with the Applicants, the “**LP Entities**”, and each an “**LP Entity**”), for an order establishing a claims procedure for the identification and quantification of certain claims against the LP Entities was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion, the Affidavit of Douglas E.J. Lamb sworn April 6, 2010, the Sixth Report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the LP Entities (the “**Monitor**”) and on hearing from counsel for the LP Entities, the Monitor, The Bank of Nova Scotia in its capacity as Administrative Agent (the “**Agent**”) for the LP Senior Lenders (as defined below), court-appointed counsel for the representatives of the salaried employees and retirees and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed.

**SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and 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 AND INTERPRETATION**

2. **THIS COURT ORDERS** that, for the purposes of this Order establishing a claims process for the LP Entities (the "**LP Claims Procedure Order**"), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) "**Assessments**" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
  - (b) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
  - (c) "**Calendar Day**" means a day, including Saturday, Sunday and any statutory holidays in the Province of Ontario, Canada;
  - (d) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
  - (e) "**CCAA Proceeding**" means the proceeding commenced by the LP Entities in the Court at Toronto under Court File No. CV-10-8533-00CL;
  - (f) "**Claim**" means:
    - (i) any right or claim of any Person against one or more of the LP Entities, whether or not asserted, in connection with any indebtedness, liability or

obligation of any kind whatsoever of one or more of the LP Entities in existence on the Filing Date, and any accrued interest thereon and costs payable in respect thereof to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and includes any other claims that would have been claims provable in bankruptcy had the applicable LP Entity become bankrupt on the Filing Date (each, a **"Prefiling Claim"**, and collectively, the **"Prefiling Claims"**); and

- (ii) any right or claim of any Person against one or more of the LP Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by one or more of the LP Entities to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Filing Date of any contract, lease or other agreement whether written or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this LP Claims Procedure Order (each, a **"Restructuring Period Claim"**, and collectively, the **"Restructuring Period Claims"**)

other than Excluded Claims;

- (g) **"Claims Officer"** means the individuals designated by the Court pursuant to paragraph 11 of this LP Claims Procedure Order and such other Persons as may be designated by the LP Entities and consented to by the Monitor;

- (h) “**Court**” means the Superior Court of Justice (Commercial List) in the City of Toronto in the Province of Ontario;
- (i) “**Director**” means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the Applicants;
- (j) “**Distribution Claim**” means the amount of the Claim of a Creditor to the extent that such claim is finally determined for distribution purposes, in the event that an LP Plan is filed, in accordance with the provisions of this LP Claims Procedure Order and the CCAA;
- (k) “**Excluded Claim**” means (i) claims secured by any of the Charges as defined in the Initial Order, (ii) any claim against a Director or Officer of the LP Entities, (iii) Insured Claims, (iv) with the exception of SERA Claims and Termination and Severance Claims (as defined herein), all claims by current or former employees of the LP Entities, including both unionized and non-unionized employees, arising out of the employment of such employees or former employees by the LP Entities including, without limitation, Grievance Claims and Pension Claims (as defined herein), (v) all claims by the LP Senior Lenders (as defined herein), (vi) all claims of the LP DIP Lenders against the LP Entities pursuant to the LP DIP Definitive Documents, (vii) Intercompany Claims, and (viii) all claims of The Bank of Nova Scotia arising from the provision of cash management services to the LP Entities;
- (l) “**Filing Date**” means January 8, 2010;
- (m) “**Grievance**” means all grievances filed by bargaining agents (the “**Unions**”) representing unionized employees of the LP Entities, or their members, under applicable collective bargaining agreements;
- (n) “**Initial Order**” means the Initial Order of the Honourable Madam Justice Pepall made January 8, 2010, as amended, restated or varied from time to time;
- (o) “**Insured Claim**” means that portion of a Claim arising from a cause of action for

which the applicable LP Entities are insured to the extent that such claim, or portion thereof, is insured;

- (p) **“Intercompany Claim”** means any claim by Canwest Global Communications Corp. (**“Canwest Global”**) or an affiliate or subsidiary of Canwest Global against one or more of the LP Entities including, for greater certainty, a claim by an LP Entity against another LP Entity;
- (q) **“LP Claims Bar Date”** means 5:00 p.m. on May 7, 2010;
- (r) **“LP Claims Package”** means the materials to be provided by the LP Entities to Persons who may have a Claim which materials shall consist of a blank LP Proof of Claim, an LP Proof of Claim Instruction Letter, and such other materials as the LP Entities may consider appropriate or desirable;
- (s) **“LP Claims Process”** means the call for claims process to be administered by the LP Entities with the assistance of the Monitor pursuant to the terms of this Order;
- (t) **“LP CRA”** means CRS Inc. in its capacity as the court-appointed Chief Restructuring Advisor of the LP Entities;
- (u) **“LP Creditor”** means any Person having a Claim including, without limitation and for greater certainty, the LP Noteholders, the LP Subordinated Lenders, the transferee or assignee of a transferred Claim that is recognized as an LP Creditor in accordance with paragraph 38 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (v) **“LP Hedging Creditor”** means the various counterparties to certain foreign currency, interest rate and commodity hedging agreements with the LP Entities whose obligations rank *pari passu* to the claims of the LP Secured Lenders (as defined below);
- (w) **“LP Note Indenture”** means the note indenture dated July 13, 2007 with CanWest MediaWorks Limited Partnership as issuer, CanWest MediaWorks Publications Inc. and Canwest Books Inc. as guarantors, the Bank of New York as

U.S. Trustee, and BNY Trust Company of Canada as Canadian Trustee that was entered into in connection with the issuance of US\$400 million of senior subordinated notes that bear interest at 9.25%;

- (x) **“LP Notes”** means the US\$400 million of senior subordinated notes that bear interest at 9.25% that were issued pursuant to the LP Note Indenture;
- (y) **“LP Noteholders”** means the holders of the LP Notes;
- (z) **“LP Notice of Dispute of Revision or Disallowance”** means the notice referred to in paragraph 28 hereof, substantially in the form attached as Schedule “E” hereto, which may be delivered to the Monitor by an LP Creditor disputing an LP Notice of Revision or Disallowance, with reasons for its dispute;
- (aa) **“LP Notice of Revision or Disallowance”** means the notice referred to in paragraphs 26 and 27 hereof, substantially in the form of Schedule “D” advising an LP Creditor that the LP Entities have revised or rejected all or part of such LP Creditor’s Claim as set out in its LP Proof of Claim;
- (bb) **“LP Notice to Creditors”** means the notice for publication by the LP Entities or the Monitor as described in paragraph 16 hereof, substantially in the form attached hereto as Schedule “A”, calling for any and all Claims of LP Creditors;
- (cc) **“LP Plan”** means, as further defined in the Initial Order, any proposed plan of compromise or arrangement that may be filed by any or all of the LP Entities (in consultation with the Monitor and the LP CRA) pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof other than the LP Senior Lenders’ CCAA Plan;
- (dd) **“LP Proof of Claim”** means the Proof of Claim referred to in paragraphs 22, 23 and 24 hereof to be filed by LP Creditors, in order to establish a Claim, substantially in the form attached hereto as Schedule “C”;
- (ee) **“LP Proof of Claim Instruction Letter”** means the instruction letter to LP Creditors, substantially in the form attached as Schedule “B” hereto, regarding the

completion of an LP Proof of Claim and the claims procedure described herein and stating the amount of the Claim of the particular LP Creditor receiving the LP Proof of Claim Instruction Letter, as evidenced by the books and records of the LP Entities;

- (ff) **“LP Restructuring Period Claims Bar Date”** means 5:00 p.m. on the day that is 21 Calendar Days after an LP Creditor with a Restructuring Period Claim is deemed to have received the LP Claims Package pursuant to paragraph 39 of this Order.
- (gg) **“LP Secured Lenders”** means the syndicate of lenders from time to time party to the credit agreement dated as of July 10, 2007 between CanWest MediaWorks Limited Partnership, The Bank of Nova Scotia, as Administrative Agent, the LP Secured Lenders and CanWest MediaWorks (Canada) Inc., CanWest MediaWorks Publications Inc. and Canwest Books Inc., as guarantors;
- (hh) **“LP Senior Lenders”** means the LP Hedging Creditors and the LP Secured Lenders;
- (ii) **“LP Senior Lenders’ CCAA Plan”** means the plan of compromise or arrangement between the LP Entities and the LP Senior Lenders that was accepted for filing by this Honourable Court pursuant to the Initial Order and was approved by the LP Senior Lenders at a meeting on January 27, 2010;
- (jj) **“LP Senior Lenders’ Claims”** means the claims of the LP Senior Lenders as determined pursuant to the LP Senior Lenders’ Claim Procedure (as described below);
- (kk) **“LP Senior Lenders’ Claims Procedure”** means the claims procedure approved in the Initial Order by which the LP Senior Lenders’ Claims were determined in the context of the LP Senior Lenders’ CCAA Plan;
- (ll) **“LP Senior Subordinated Credit Agreement”** means 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;

- (mm) **“LP Subordinated Lenders”** means the syndicate of lenders that are parties to the LP Senior Subordinated Credit Agreement;
- (nn) **“Meeting”** means any meeting of LP Creditors called for the purpose of considering and voting in respect of an LP Plan, if one is filed;
- (oo) **“Monitor”** means FTI Consulting Canada Inc., as court-appointed Monitor in the CCAA proceeding of the LP Entities;
- (pp) **“Officer”** means anyone who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Applicants;
- (qq) **“Pension Claim”** means any claim under the pension plans of the LP Entities as identified in the Initial Order Affidavit;
- (rr) **“Person”** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (ss) **“Prefiling Claim”** has the meaning ascribed to that term in paragraph 2(f)(i) of this LP Claims Procedure Order;
- (tt) **“Restructuring Period Claim”** has the meaning ascribed to that term in paragraph 2(f)(ii) of this LP Claims Procedure Order;
- (uu) **“SERA Claim”** means any claim by a current or former employee of the LP Entities for payments or benefits arising out of a Southam Executive Retirement Arrangement (a **“SERA”**) that were discontinued after the Filing Date;



- (vv) “**SISP**” means the Sale and Investor Solicitation Process being carried out pursuant to the terms of the SISP Procedures;
  - (ww) “**SISP Procedures**” means the Procedures for the Sale and Investor Solicitation Process, as amended, in the form attached as Schedule “A” to the Stay Extension Order and Order Amending the Initial Order and the Procedures for the Sale and Investor Solicitation Process that was issued by this Honourable Court on February 2, 2010;
  - (xx) “**Subordinated Agent**” means The Bank of Nova Scotia, as Administrative Agent under the LP Senior Subordinated Credit Agreement;
  - (yy) “**Termination and Severance Claim**” means any claim by a former employee of the LP Entities with an effective date of termination on or before January 8, 2010 who was in receipt of salary continuance from the LP Entities that has been discontinued as a result of the commencement of the LP Entities’ CCAA proceeding;
  - (zz) “**Trustees**” means the Bank of New York as U.S. Trustee and BNY Trust Company of Canada as Canadian Trustee under the LP Note Indenture;
  - (aaa) “**Voting Claim**” means the amount of the Claim of an LP Creditor to the extent that such claim has been finally determined for voting at a Meeting, in accordance with the provisions of this LP Claims Procedure Order, and the CCAA.
3. **THIS COURT ORDERS** that all capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Initial Order.
  4. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
  5. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

6. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

**GENERAL PROVISIONS**

7. **THIS COURT ORDERS** that the LP Entities and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this LP Claims Procedure Order, including in respect of completion, execution and time of delivery of such forms and request any further documentation from an LP Creditor that the LP Entities or the Monitor may require in order to enable them to determine the validity of a Claim.
8. **THIS COURT ORDERS** that any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date. U.S. dollar denominated claims shall be converted at the Bank of Canada Canadian/U.S. dollar noon exchange rate in effect at the Filing Date, which rate was CDN\$1.0344:\$1 U.S.
9. **THIS COURT ORDERS** that interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claim.
10. **THIS COURT ORDERS** that copies of all forms delivered by or to an LP Creditor hereunder, as applicable, and determinations of Claims by a Claims Officer or the Court, as the case may be, shall be maintained by the LP Entities and, subject to further order of the Court, such LP Creditor will be entitled to have access thereto by appointment during normal business hours on written request to the LP Entities or the Monitor.

**CLAIMS OFFICER**

11. **THIS COURT ORDERS** that The Honourable Edward Saunders, The Honourable Coulter Osborne and such other Persons as may be appointed by the Court from time to time on application of the LP Entities (in consultation with the LP CRA), or such other

Persons designated by the LP Entities (in consultation with the LP CRA) and consented to by the Monitor, be and they are hereby appointed as Claims Officers for the claims procedure described herein.

12. **THIS COURT ORDERS** that, subject to the discretion of the Court, a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this LP Claims Procedure Order and to the extent necessary may determine whether any Claim or part thereof constitutes an Excluded Claim. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.
13. **THIS COURT ORDERS** that the Claims Officers shall be entitled to reasonable compensation for the performance of their obligations set out in this Claims Order on the basis of the hourly rate customarily charged by the Claims Officers in performing comparable functions to those set out in this Claims Order and any disbursements incurred in connection therewith. The fees and expenses of the Claims Officers shall be borne by the LP Entities and shall be paid by the LP Entities forthwith upon receipt of each invoice tendered by the Claims Officers.
14. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, an LP Entity may in its sole discretion refer an LP Creditor's Claim for resolution to a Claims Officer or the Court for voting and/or distribution purposes, where in the LP Entity's view such a referral is preferable or necessary for the resolution of the valuation of the Claim.

#### **MONITOR'S ROLE**

15. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the LP Entities in connection with the administration of the claims procedure provided for herein, including the determination of Claims of LP Creditors and the referral of a

particular Claim to a Claims Officer, as requested by the LP Entities from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this LP Claims Procedure Order.

**NOTICE OF CLAIMS**

16. **THIS COURT ORDERS** that forthwith after the date of this LP Claims Procedure Order and in any event on or before April 20, 2010, the LP Entities or the Monitor shall publish the LP Notice to Creditors, for at least two (2) Business Days in the *National Post*, *The Globe and Mail* (National Edition), *La Presse* and *The Wall Street Journal*.
17. **THIS COURT ORDERS** that the Monitor shall send an LP Claims Package to each LP Creditor with a Claim (other than a Restructuring Period Claim) as evidenced by the books and records of the LP Entities in accordance with paragraph 39 before 11:59 p.m. on April 16, 2010. The LP Proof of Claim Instruction Letter for each such LP Creditor shall provide general information and instructions in respect of the filing of Claims. The LP Claims Package as sent to LP Creditors will also include an individualized letter setting forth the amount of the Claim of such LP Creditor as evidenced by the books and records of the LP Entities.
18. **THIS COURT ORDERS** that the LP Entities are authorized to send an LP Claims Package to the Trustees and that the LP Entities shall not be required to send LP Claims Packages to the individual LP Noteholders.
19. **THIS COURT ORDERS** that the LP Entities are authorized to send an LP Claims Package to the Subordinated Agent and that the LP Entities shall not be required to send LP Claims Packages to the individual LP Subordinated Lenders.
20. **THIS COURT ORDERS** that the Monitor shall send forthwith an LP Claims Package to any LP Creditor of the LP Entities that requests such documents.

**NOTICE OF RESTRUCTURING PERIOD CLAIMS**

21. **THIS COURT ORDERS** that the LP Entities shall deliver an LP Claims Package to each LP Creditor with a Restructuring Period Claim, as soon as practicable after the LP

Entities have knowledge of the Restructuring Period Claim and, in any event, no later than 31 Calendar Days before the date of any Meeting.

**FILING OF PROOFS OF CLAIM**

22. **THIS COURT ORDERS** that any LP Creditor asserting a Claim against the LP Entities shall file an LP Proof of Claim with the Monitor on or before the LP Claims Bar Date or the LP Restructuring Period Claims Bar Date, as applicable.
23. **THIS COURT ORDERS** that the Trustees are authorized to file one or more LP Proofs of Claim on or before the LP Claims Bar Date on behalf of all of the LP Noteholders indicating that amount owing on an aggregate basis for all of the LP Notes. Notwithstanding any other provisions in this Order, the LP Noteholders are not required to file individual LP Proofs of Claim in respect of claims relating solely to the debt evidenced by the LP Notes.
24. **THIS COURT ORDERS** that the Subordinated Agent is hereby authorized to file one or more LP Proofs of Claim on or before the LP Claims Bar Date on behalf of all of the LP Subordinated Lenders, indicating that amount owing on an aggregate basis under the LP Senior Subordinated Credit Agreement. Notwithstanding any other provisions in this Order, the LP Subordinated Lenders are not required to file individual LP Proofs of Claim in respect of claims relating solely to the obligations under the LP Senior Subordinated Credit Agreement.
25. **THIS COURT ORDERS** that any LP Creditor that does not file an LP Proof of Claim as provided for in paragraph 22 herein so that such LP Proof of Claim is received by the Monitor on or before the LP Claims Bar Date or the LP Restructuring Period Claims Bar Date, as applicable, or such later date as the Monitor and the Applicants may agree in writing or the Court may otherwise agree:
  - (a) shall be and is hereby forever barred from making or enforcing any Claim against the LP Entities and the Claim shall be forever extinguished;

- (b) shall not be entitled to further notice of any action taken by the LP Entities pursuant to this Order; and
- (c) shall not be entitled to participate as an LP Creditor in these proceedings.

### **ADJUDICATION OF CLAIMS**

26. **THIS COURT ORDERS** that provided that the LP Claims Process has not been suspended pursuant to paragraph 34 herein, the LP Entities shall, with the assistance of the Monitor and in consultation with the LP CRA, review all LP Proofs of Claim received by the LP Claims Bar Date or the LP Restructuring Period Claims Bar Date, as applicable, and shall accept, revise or reject each Claim. If the LP Entities intend to revise or reject a Claim, other than a Restructuring Period Claim, the LP Entities shall by no later than 11:59 p.m. on the later of (i) May 28, 2010 or (ii) the date exactly three weeks after the Monitor posts notice on its website that a determination to proceed with the adjudication of claims has been made pursuant to paragraph 34 herein, or such other date as may be agreed to by the Monitor, notify each LP Creditor who has delivered an LP Proof of Claim whether such LP Creditor's Claim as set out therein has been revised or rejected and the reasons therefor, by sending an LP Notice of Revision or Disallowance. If the LP Entities intend to revise or reject a Restructuring Period Claim, the LP Entities shall by no later than 14 Calendar Days after the LP Restructuring Period Claims Bar Date, or such other date as may be agreed to by the Monitor, notify each LP Creditor who has delivered an LP Proof of Claim in respect of a Restructuring Period Claim whether such LP Creditor's Claim as set out therein has been revised or rejected and the reasons therefore, by sending an LP Notice of Revision or Disallowance. Where the LP Entities do not send by such dates, or such other dates as may be agreed to by the Monitor, an LP Notice of Revision or Disallowance to an LP Creditor, the LP Entities shall be deemed to have accepted such LP Creditor's Claim in the amount set out in that LP Creditor's LP Proof of Claim.
27. **THIS COURT ORDER** that, where the LP Entities intend to revise or reject an LP Proof of Claim filed by the Trustees on behalf of the LP Noteholders or an LP Proof of Claim filed by the Subordinated Agent on behalf of the LP Subordinated Lenders, the LP

Entities shall send the LP Notice of Revision or Disallowance to the Trustees or the Subordinated Agent, as applicable.

28. **THIS COURT ORDERS** that, except in the case of an LP Creditor with a Restructuring Period Claim, any LP Creditor, and in the case of the LP Noteholders and the LP Subordinated Lenders, the Trustees and the Subordinated Agent, respectively, who intends to dispute an LP Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraphs shall deliver an LP Notice of Dispute of Revision or Disallowance to the Monitor before the later of (i) June 11, 2010 or (ii) the date exactly five weeks after the Monitor posts notice on its website that a determination has been made to proceed with the adjudication of claims pursuant to paragraph 34 herein, or such other date as may be agreed to by the Monitor. In the case of an LP Creditor with a Restructuring Period Claim, such LP Creditor shall deliver an LP Notice of Dispute of Revision or Disallowance within ten (10) Calendar Days of the date that the Notice of Revision or Disallowance is deemed to have been received pursuant to paragraph 39 of this Order.

#### **RESOLUTION OF CLAIMS**

29. **THIS COURT ORDERS** that where an LP Creditor that receives an LP Notice of Revision or Disallowance pursuant to paragraphs 26 and 27 above does not file an LP Notice of Dispute of Revision or Disallowance by the time set out in paragraph 28 above, such LP Creditor's Claim shall be deemed to be as set out in the LP Notice of Revision or Disallowance.
30. **THIS COURT ORDERS** that in the event that an LP Entity, with the assistance of the Monitor and in consultation with the LP CRA, is unable to resolve a dispute regarding any Claim with an LP Creditor, the LP Entity or the LP Creditor shall so notify the Monitor, and the LP Creditor or the LP Entity, as the case may be. The decision as to whether the LP Creditor's Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the LP Entity. To the extent a Claim is referred under this paragraph to the Court or a Claims Officer, the Court or a Claims Officer, as the case may be, shall resolve the dispute between the LP Entity and such LP Creditor, and in any

event, it is anticipated that the Court or a Claims Officer shall, by no later than eight (8) Calendar Days prior to the date of any Meeting, notify the LP Entity, the LP Creditor and the Monitor of the determination of the value of the LP Creditor's Claim.

31. **THIS COURT ORDERS** that where the value of an LP Creditor's Voting Claim has not been finally determined by the Court or the Claims Officer by the date of a Meeting, if any, the relevant LP Entity shall (in consultation with the LP CRA) either:
  - (a) accept the LP Creditor's determination of the value of the Voting Claim as set out in the applicable LP Notice of Dispute of Revision or Disallowance only for the purposes of voting and conduct the vote of the Creditors on that basis subject to a final determination of such LP Creditor's Voting Claim, and in such case the Monitor shall record separately the value of such LP Creditor's Voting Claim and whether such LP Creditor voted in favour of or against the LP Plan;
  - (b) adjourn the Meeting until a final determination of the Voting Claim(s) is made; or
  - (c) deal with the matter as the Court may otherwise direct or as the LP Entities, the Monitor and the LP Creditor may otherwise agree.
  
32. **THIS COURT ORDERS** that either an LP Creditor or an LP Entity may, within seven (7) Calendar Days of notification of a Claims Officer's determination in respect of an LP Creditor's Claim, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) Calendar Days of the filing of such notice of appeal, such appeal to be an appeal based on the record before the Claims Officer and not a hearing de novo.
  
33. **THIS COURT ORDERS** that if neither party appeals the determination of a Claim by a Claims Officer within the time set out in paragraph 32 above, the decision of the Claims Officer in determining the value of an LP Creditor's Claim shall be final and binding upon the relevant LP Entity, the Monitor and the LP Creditor and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final



determination of a Claim.

**SUSPENSION OF THE CLAIMS PROCESS**

34. **THIS COURT ORDERS** that no steps for the purposes of adjudicating or resolving the Claims (as described in paragraphs 26 through 32 herein) shall be taken unless:
- (a) Phase 2 of the SISP is completed and the Monitor, the LP CRA, the LP Entities and the Agent make a determination that such steps are reasonably required to close the Successful Bid (as defined in the SISP Procedures);
  - (b) after the closing of the Successful Bid (or such earlier date as may be agreed to by the Monitor, the LP CRA, the LP Entities and the Agent), the Monitor, the LP CRA and the LP Entities make a determination that the resolution of Claims is reasonably required to facilitate a distribution of proceeds from such Successful Bid; or
  - (c) directed by further Order of the Court.
35. **THIS COURT ORDERS** that if a determination is made under paragraph 34 above, the Monitor shall as soon as reasonably possible thereafter post notice of such determination on the website maintained for this proceeding at: <http://cfcanada.fticonsulting.com/clp>, and such posting shall constitute notice of such determination.

**SET-OFF**

36. **THIS COURT ORDERS** that the LP Entities may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the LP Plan to any LP Creditor, any claims of any nature whatsoever that any of the LP Entities may have against such LP Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the LP Entities of any such claim that the LP Entities may have against such LP Creditor.

**NOTICE OF TRANSFEREES**

37. **THIS COURT ORDERS** that leave is hereby granted from the date of this LP Claims Procedure Order until ten (10) Business Days prior to the date fixed by the Court for any Meeting to permit an LP Creditor to provide notice of assignment or transfer of a Claim to the Monitor.
38. **THIS COURT ORDERS** that if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the LP Entities shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the relevant LP Entity and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this LP Claims Procedure Order prior to receipt and acknowledgement by the relevant LP Entity and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which an LP Entity may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the LP Entities. No transfer or assignment shall be received for voting purposes unless such transfer shall have been received by the Monitor no later than ten (10) Business Days prior to the date to be fixed by the Court for the Meeting, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this LP Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

**SERVICE AND NOTICES**

39. **THIS COURT ORDERS** that the LP Entities and the Monitor may, unless otherwise specified by this LP Claims Procedure Order, serve and deliver the LP Claims Package, any letters, notices or other documents to LP Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the LP Entities or set out in such LP Creditor's LP Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 6:00 p.m. on a Business Day, on such Business Day and if delivered after 6:00 p.m. or other than on a Business Day, on the following Business Day.
40. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by an LP Creditor to the Monitor or the LP Entities under this LP Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this LP Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra  
Telephone: 1 888-310-7627  
Fax: 416-649-8101  
Email: CanwestLP@fticonsulting.com

Any such notice or communication delivered by an LP Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a

Business Day or if delivered outside of normal business hours, the next Business Day.

41. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this LP Claims Procedure Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this LP Claims Procedure Order.
42. **THIS COURT ORDERS** that in the event that this LP Claims Procedure Order is later amended by further Order of the Court, the LP Entities or the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to LP Creditors of such amended claims procedure.

#### **MISCELLANEOUS**


43. **THIS COURT ORDERS** that notwithstanding any other provisions of this LP Claims Procedure Order, the solicitation by the Monitor or the LP Entities of LP Proofs of Claim, and the filing by any LP Creditor of any LP Proof of Claim shall not, for that reason only, grant any person any standing in these proceedings or rights under any proposed LP Plan.
44. **THIS COURT ORDERS** that nothing in this LP Claims Procedure Order shall (i) constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the LP Entities into particular affected or unaffected classes for the purpose of an LP Plan; or (ii) authorize or require the LP Entities to file an LP Plan.
45. **THIS COURT ORDERS** that in the event that no LP Plan is approved by this Court, the LP Claims Bar Date or LP Restructuring Claims Bar Date, as the case may be, shall be of no effect in any subsequent proceeding or distribution with respect to any and all Claims made by LP Creditors.
46. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any

judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court 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 and any court or any judicial regulatory 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 LP Claims Procedure Order.

  
\_\_\_\_\_

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

APR 12 2010

PER / PAR: 

## SCHEDULE "A"

**NOTICE TO CREDITORS OF Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. (collectively, the "Applicants") and Canwest Limited Partnership ("Canwest LP" and, together with the Applicants, the "LP Entities")**

**RE: NOTICE OF CLAIMS PROCEDURE AND CLAIMS BAR DATE IN COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA") PROCEEDINGS**

**NOTICE IS HEREBY GIVEN** that pursuant to an Order of the Ontario Superior Court of Justice made April 12, 2010 (the "Order"), a claims procedure was approved for the determination of certain claims against the LP Entities.

**PLEASE TAKE NOTICE** that the claims procedure applies only to Claims of Creditors described in the Order. No other claims are being compromised. A copy of the Order and other public information concerning the CCAA Proceedings can be found at the Monitor's website: <http://cfcanada.fticonsulting.com/clp>.

**THE LP CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on May 7, 2010** or, if you have a Restructuring Period Claim, 21 days after you are deemed to have received the LP Claims Package pursuant to the Order. Any creditor who has not received an LP Claims Package and who believes that it has a Claim against one or more of the LP Entities must contact the Monitor in order to obtain an LP Proof of Claim. LP Proofs of Claim must be filed with the Monitor on or before the LP Claims Bar Date or the LP Restructuring Period Claims Bar Date, as the case may be.

**HOLDERS OF CLAIMS** that do not file an LP Proof of Claim by the LP Claims Bar Date or the LP Restructuring Period Claims Bar Date, as the case may be, shall not be entitled to vote at any meeting of creditors regarding any plan of compromise or arrangement proposed by

the LP Entities or participate in any distribution under such plan, and any Claims such Creditor may have against any of the LP Entities shall be forever extinguished and barred.

**FORMER EMPLOYEES WITH SERA CLAIMS OR TERMINATION AND SEVERANCE CLAIMS**, as defined in the Order, may contact Court-appointed representative counsel for further information at [CSER@nelligan.ca](mailto:CSER@nelligan.ca) or 1-888-565-9912.

**CREDITORS REQUIRING INFORMATION** or claim documentation may contact the Monitor at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra  
Telephone: 1 888- 310-7627  
Fax: 416-649-8101  
Email: [CanwestLP@fticonsulting.com](mailto:CanwestLP@fticonsulting.com)

## SCHEDULE "B"

**LP PROOF OF CLAIM INSTRUCTION LETTER  
FOR THE CLAIMS PROCEDURE FOR LP CREDITORS OF  
CANWEST PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS  
INC., CANWEST (CANADA) INC. AND CANWEST LIMITED  
PARTNERSHIP/CANWEST SOCIETE EN COMMANDITE (collectively, the "LP  
ENTITIES")**

**PLEASE NOTE THAT THIS IS A SEPARATE AND DISTINCT CLAIMS PROCESS  
FROM THE CLAIMS PROCESS GOVERNING THE CMI ENTITIES. ALL  
CREDITORS THAT BELIEVE THEY HAVE A CLAIM AGAINST CANWEST  
PUBLISHING INC./PUBLICATIONS CANWEST INC., CANWEST BOOKS INC.,  
CANWEST (CANADA) INC. AND CANWEST LIMITED PARTNERSHIP/CANWEST  
SOCIETE EN COMMANDITE MUST FILE A PROOF OF CLAIM FORM**

### LP CLAIMS PROCESS

By Order of the Honourable Madam Justice Pepall dated April 12, 2010 (as may be amended from time to time, the "Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the LP Entities have been authorized to conduct a claims process (the "LP Claims Process") pursuant to a claims procedure (the "Claims Procedure"). A copy of the Order and other public information concerning these proceedings can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the LP Entities, at <http://cfcanada.fticonsulting.com/clp>.

This letter provides general instructions for completing the LP Proof of Claim forms. As of the date of this instruction letter, the LP Entities have not yet filed, and may never file, a plan of arrangement or compromise with their unsecured creditors pursuant to the CCAA. Capitalized terms not defined within this instruction letter shall have the meanings ascribed to them in the Order.

The LP Claims Process is intended for any Person with a claim of any kind or nature whatsoever, other than an Excluded Claim, arising on or prior to January 8, 2010, whether unliquidated, contingent or otherwise. In addition, the LP Claims Process is intended for any Person with any Claim arising after January 8, 2010 against any or all of the LP Entities as the result of the restructuring, disclaimer, resiliation, termination or breach of any contract, lease or other type of agreement. Please review the Order for the complete definitions of Claim, Prefiling Claim, Restructuring Period Claim, and Excluded Claim.

All notices and inquiries with respect to the LP Claims Process and the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing Inc./Publications Canwest Inc. et al



Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8  
Attention: Pamela Luthra

Telephone: 1 888- 310-7627  
Fax: 416-649-8101  
Email: [CanwestLP@fticonsulting.com](mailto:CanwestLP@fticonsulting.com)

**YOU MUST FILE A PROOF OF CLAIM BY THE CLAIMS BAR DATE OR THE LP RESTRUCTURING PERIOD CLAIMS BAR DATE, AS MAY THE CASE MAY BE, IN ORDER TO ESTABLISH YOUR CLAIM. THE LP CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on May 7, 2010 or, IF YOU HAVE A RESTRUCTURING PERIOD CLAIM, THE LP RESTRUCTURING CLAIMS BAR DATE IS 21 DAYS AFTER YOU ARE DEEMED TO HAVE RECEIVED THE LP CLAIMS PACKAGE PURSUANT TO THE ORDER, unless the Monitor and the LP Entities agree in writing or the Court Orders that the LP Proof of Claim be accepted after that date. IF YOU DO NOT FILE AN LP PROOF OF CLAIM BY THE LP CLAIMS BAR DATE OR THE LP RESTRUCTURING PERIOD CLAIMS BAR DATE, AS THE CASE MAY BE, you will not be entitled to vote at any meeting of creditors regarding any plan of compromise or arrangement proposed by the LP Entities or participate in any distribution under such plan, and any Claims you may have against any of the LP Entities will be forever extinguished and barred.**

Claims denominated in a foreign currency other than U.S. dollars shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date. U.S. dollar denominated claims shall be converted at the Bank of Canada Canadian/U.S.dollar noon exchange rate in effect at the Filing Date which rate was Cdn \$1.0344: \$1 U.S.

**NOTE THAT, SUBJECT TO FURTHER ORDER OF THE COURT, THERE WILL BE NO ADJUDICATION OR RESOLUTION OF THE CLAIMS UNLESS THE MONITOR GIVES NOTICE THAT SUCH ADJUDICATION OR RESOLUTION IS REQUIRED.**  
Please refer to the Order for further details.

If you decide to submit a LP Proof of Claim and the LP Entities disagree with the value or status that you have ascribed to your Claim, or the validity of your Claim as set out in your LP Proof of Claim, and such disagreement cannot be resolved consensually, you will receive an LP Notice of Revision or Disallowance from the LP Entities (as set out in paragraph 22 of the Claims Procedure Order).

#### **ADDITIONAL FORMS**

Additional LP Proof of Claim forms can be obtained from the Monitor's website at <http://cfcanada.fticonsulting.com/clp> or by contacting the Monitor and providing the particulars as to your name, address, facsimile number, email address and contact person. Once the LP Entities have this information, you will receive, as soon as practicable, additional LP Proof of Claim forms.

**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, 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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**LP PROOF OF CLAIM**

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**1. PARTICULARS OF CREDITOR:**

(a) Full Legal Name of Creditor:

\_\_\_\_\_ (the "Creditor").

*(Full legal or Corporate name should be the name of the original Creditor. Do not file separate Proofs of Claim for divisions of the same Creditor.)*

(b) Full Mailing Address of Creditor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) \*Telephone Number of Creditor: \_\_\_\_\_

(d) \*Facsimile Number of Creditor: \_\_\_\_\_

(e) \*E-mail Address of Creditor: \_\_\_\_\_

(f) \*Attention (Contact Person): \_\_\_\_\_

(g) Has the Claim been sold or assigned by Creditor to another party?

Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes please completed section 5)

**\*In order to ensure that all claims are processed in an expedited manner you must provide one (1) or more of your telephone number, fax number or email address.**

**2. PROOF OF CLAIM**

**THE UNDERSIGNED CERTIFIES AS FOLLOWS:**

- (a) That I am a Creditor of/hold the position of \_\_\_\_\_ of the Creditor and have knowledge of all the circumstances connected with the Claim described herein;
- (b) That I have knowledge of all the circumstances connected with the Claim described and set out below;
- (c) That the LP Entity was and still is indebted to the Creditor as follows (*Claims denominated in a foreign currency other than U.S. dollars shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date. U.S. dollar denominated claims shall be converted at the Bank of Canada Canadian/U.S.dollar noon exchange rate in effect at the Filing Date which rate was Cdn \$1.0344: \$1 U.S.*)

	Prefiling Claims	Restructuring Period Claims	Total Claims
Canwest Publishing Inc./ Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
<b>Total Claims</b>	\$	\$	\$

3. **NATURE OF CLAIM**

***(CHECK AND COMPLETE APPROPRIATE CATEGORY)***

Unsecured Claim of \$ \_\_\_\_\_

Secured Claim of \$ \_\_\_\_\_

In respect of this debt, I hold security over the assets of the LP Entity valued at \$ \_\_\_\_\_, the particulars of which security and value are attached to this Proof of Claim form.

*(Give full particulars of the security, including the date on which the security was given, the value that you ascribe to the assets charged by your security and the basis for such valuation, and attach a copy of the security documents evidencing the security.)*

4. **PARTICULARS OF CLAIM:**

The Particulars of the undersigned's total Claim are attached.

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) that has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed).*

5. **PARTICULARS OF ASSIGNEE(S)** (only to be completed if your claim has been sold or assigned to another party):

(a) Full Legal Name of Assignee(s) of Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach separate sheets with the following information:

\_\_\_\_\_  
(the "Assignee(s)")

Amount of Total Claim Assigned                      \$ \_\_\_\_\_

Amount of Total Claim Not Assigned                      \$ \_\_\_\_\_

Total Amount of Claim    \$ \_\_\_\_\_  
(should equal "Total Claim" as entered in Section 2)

(b) Full Mailing Address of Assignee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Telephone Number of Assignee(s): \_\_\_\_\_

(d) Facsimile Number of Assignee(s): \_\_\_\_\_

(e) Attention (Contact Person): \_\_\_\_\_

6. **FILING OF CLAIM**

This LP Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on May 7, 2010** or, **IF YOU HAVE A RESTRUCTURING PERIOD CLAIM, 21 DAYS AFTER YOU ARE DEEMED TO HAVE RECEIVED THE LP CLAIMS PACKAGE PURSUANT TO THE ORDER** (unless the Monitor and the LP Entities agree in writing or the Court Orders that the LP Proof of Claim be accepted after that date) at the following address:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing  
Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra

Telephone: 1 888- 310-7627

Fax: 416-649-8101

Email: **CanwestLP@fticonsulting.com**

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

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

**SCHEDULE "D"**

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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**LP NOTICE OF REVISION OR DISALLOWANCE**

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TO: [insert name and address of creditor]

The LP Entities have disallowed in full or in part, your Claim, as set out in your LP Proof of Claim, as set out below:

**Prefiling Claim:**

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./ Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**Restructuring Period Claim:**

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./ Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>



REASONS FOR DISALLOWANCE:

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**IF YOU INTEND TO DISPUTE THIS NOTICE OF REVISION OR DISALLOWANCE:**

**IN THE CASE OF AN LP CREDITOR WITH A PREFILING CLAIM**, you must, no later than **5:00 p.m. (Toronto Time)** before the later of:

- (i) June 11, 2010 or
- (ii) the date exactly five weeks after the Monitor posts notice on its website that a determination has been made to proceed with the adjudication of claims pursuant to the Order, or such other date as may be agreed to by the Monitor,

notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance (a copy of which can be found on the Monitor's website at <http://cfcanda.fticonsulting.com/clp>) in accordance with the LP Claims Procedure Order to the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra  
Telephone: 1 888-310-7627  
Fax: 416-649-8101  
Email: [CanwestLP@fticonsulting.com](mailto:CanwestLP@fticonsulting.com)

**IN THE CASE OF AN LP CREDITOR WITH A RESTRUCTURING PERIOD CLAIM**, you must, no later than **5:00 p.m. (Toronto Time)** before the date that is ten (10) Calendar Days after the date that you are deemed to have received the Notice of Revision or Disallowance pursuant to paragraph 34 of the Order notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Claims Procedure Order to the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra  
Telephone: 1 888- 310-7627  
Fax: 416-649-8101  
Email: **CanwestLP@fticonsulting.com**

If you do not deliver an LP Notice of Dispute of Revision or Disallowance (a copy of which can be found on the Monitor's website at <http://cfcanada.fticonsulting.com/clp>) by the time and date set out above, as applicable, the value of your Claim shall be deemed to be as set out in this LP Notice of Revision or Disallowance.

DATE

**SCHEDULE "E"**

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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**LP NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

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**7. PARTICULARS OF CREDITOR:**

- (a) Full Legal Name of Creditor: \_\_\_\_\_
- (b) Full Mailing Address of Creditor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) \*Telephone Number of Creditor: \_\_\_\_\_
- (d) \*Facsimile Number of Creditor: \_\_\_\_\_
- (e) \*E-mail Address of Creditor: \_\_\_\_\_
- (f) Attention (Contact Person): \_\_\_\_\_

**\*In order to ensure that all claims are processed in an expedited manner you must provide one (1) or more of your telephone number, fax number or email address.**

8. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes  No

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): \_\_\_\_\_

9. **DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

We hereby disagree with the value of our Claim as set out in the LP Notice of Revision or Disallowance dated \_\_\_\_\_, as set out below:

**PreFiling Claim:**

Claim Against	Claim per LP Notice of Revision or Disallowance	Claim per Creditor
Canwest Publishing Inc./ Publications Canwest Inc.	\$	\$
Canwest Books Inc.	\$	\$
Canwest (Canada) Inc.	\$	\$
Canwest Limited Partnership	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**Restructuring Period Claim:**

Claim Against	Claim per LP Notice of Revision or Disallowance	Claim per Creditor
Canwest Publishing Inc./ Publications Canwest Inc.	\$	\$
Canwest Books Inc.	\$	\$
Canwest (Canada) Inc.	\$	\$
Canwest Limited Partnership	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

10. **REASONS FOR DISPUTE:**

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) that has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)*

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If you intend to dispute an LP Notice of Revision or Disallowance, you must,

**IN THE CASE OF AN LP CREDITOR WITH A PREFILING CLAIM**, no later than **5:00 p.m. (Toronto Time)** before the later of:

- (i) June 11, 2010 or
- (ii) the date exactly five weeks after the Monitor posts notice on its website that a determination has been made to proceed with the adjudication of claims pursuant to the Order,

notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Claims Procedure Order to the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing  
Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra

Telephone: 1 888-310-7627

Fax: 416-649-8101

Email: [CanwestLP@fticonsulting.com](mailto:CanwestLP@fticonsulting.com)

**IN THE CASE OF AN LP CREDITOR WITH A RESTRUCTURING PERIOD CLAIM**, you must, no later than **5:00 p.m. (Toronto Time)** before the date that is ten (10) Calendar Days after the date that you are deemed to have received the Notice of Revision or Disallowance pursuant to paragraph 34 of the Order notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Claims Procedure Order to the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Publishing  
Inc./Publications Canwest Inc. et al  
Claims Process  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, ON  
M5K 1G8

Attention: Pamela Luthra



Telephone: 1 888- 310-7627  
Fax: 416-649-8101  
Email: **CanwestLP@fticonsulting.com**

If you do not deliver an LP Notice of Dispute of Revision or Disallowance by the time and date set out above, as applicable, the value of your Claim shall be deemed to be as set out in the LP Notice of Revision or Disallowance.

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

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

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

**CLAIMS PROCEDURE ORDER**

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

Lyndon A.J. Barnes (LSUC#: 13350D)  
Tel: (416) 862-6679

Alexander Cobb (LSUC#: 45363F)  
Tel: (416) 862-5964

Elizabeth Allen Putnam (LSUC#53194L)  
Tel: (416) 862-6835  
Fax: (416) 862-6666

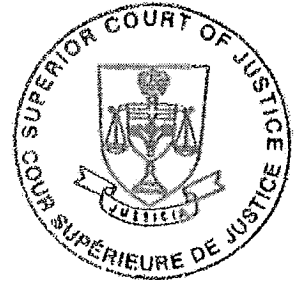
Lawyers for the Applicants

F. 1117119

**Tab 6**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)**

THE HONOURABLE MR. ) TUESDAY, THE 12TH DAY  
JUSTICE WILTON-SIEGEL ) OF MAY, 2009



**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 AND ARRANGEMENT  
OF STRATEGIC RESOURCE ACQUISITION CORPORATION**

**APPLICANT**

**CLAIMS PROCEDURE ORDER**

**THIS MOTION** made by the Applicant for an Order:

- (a) if necessary, abridging the time for service of the Notice of Motion and Motion Record, and dispensing with the further service of the Notice of Motion and the Motion Record upon any interested person not served;
- (b) establishing a procedure for the Acknowledgement, filing and determination of certain claims against the Applicant;
- (c) establishing a voting deadline date and a claims bar date in respect of such claims;  
and
- (d) certain other relief,

was heard this day at the courthouse, 330 University Avenue, Toronto, Ontario.

**ON READING** (i) the Notice of Motion, (ii) the First Report of Grant Thornton Limited as proposed monitor of the Applicant (the "**Monitor**"), and (iii) the affidavit of Victor Wyprysky dated May 11, 2009; and upon hearing the submissions of counsel for the Applicant,

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and it is hereby abridged so that the motion is properly returnable today and, further, that service of the Notice of Motion and Motion Record herein upon any interested party not served is hereby dispensed with.

## **DEFINED TERMS AND INTERPRETATION**

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined in this Order have the meanings ascribed to them in Appendix "A" attached hereto.

3. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

4. **THIS COURT ORDERS** that references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

## **NOTICE TO CREDITORS AND CLAIMS PROCEDURE**

### **Publication of Notice to Creditors**

5. **THIS COURT ORDERS** that, on two days on or before May 19, 2009, the Monitor shall cause the Creditors' Notice attached hereto as **Schedule "1"** of Appendix "A" to be published in the Globe and Mail (National Edition) and/or National Post (National Edition).

### **Creditors and Claims Process**

6. **THIS COURT ORDERS** that the forms of the Claims Materials, the Acknowledgement of Claim and the Notice of Revision or Disallowance, substantially in the forms attached in the Schedules to this Claims Procedure Order, are hereby approved. Despite the foregoing, the Applicant and the Monitor, may from time to time, make minor changes to such forms as the Applicant and the Monitor consider necessary or desirable.

7. **THIS COURT ORDERS** that, on or before May 15, 2009, the Monitor shall send, by ordinary mail, the Claims Materials to each Creditor listed on the books and records of the Applicant

with a Claim, other than an Unaffected Claim, to the address of such Creditor set out in the Applicant's records.

8. **THIS COURT ORDERS** that the Monitor shall send the Claims Materials to each Person who prior to the Claims Bar Date makes a written request for them, within three Business Days of receipt of such request.

9. **THIS COURT ORDERS** that the Monitor may, where it considers appropriate to do so, send to any Creditor an Acknowledgement of Claim, at the time when it sends the Claims Materials to the Creditor, which Acknowledgement of Claim will include an Acknowledged Claim. The Acknowledged Claim shall be the Proven Claim of that Creditor, unless the Creditor elects to complete and file a Proof of Claim after receipt of the Acknowledgement of Claim, in which case the Claim as set out in the Proof of Claim shall be considered by the Monitor in accordance with the provisions of this Claims Procedure Order.

10. **THIS COURT ORDERS** that any Creditor who disagrees with the Acknowledged Claim in the Acknowledgement of Claim received by it, or any Person who has not received an Acknowledgement of Claim and wishes to assert a Claim against the Applicant, other than an Unaffected Claim, must file a properly completed Proof of Claim, together with all supporting documentation, with the Monitor by (a) 5:00 p.m. on June 16, 2009 (defined herein as the "Voting Deadline Date"), in order to attend the Creditors' Meeting and to vote such Claim on the Plan in accordance with the Creditors' Meeting Order; (b) and in any event by no later than by 5:00 p.m. on June 26, 2009 (defined herein as the "Claims Bar Date"), in order to seek to obtain a distribution from the Plan in connection with such Claim. The Applicant will be allowed to review the Proofs of Claim and the Monitor will provide copies to the Applicant of any Proofs of Claim that it may request from time to time.

11. **THIS COURT ORDERS** that any Creditor who has received an Acknowledgement of Claim and who elects to not file a properly completed Proof of Claim with the Monitor by 5:00 p.m. on the Voting Deadline Date, shall not be entitled to attend or vote at the Creditors' Meeting, except with respect to its Acknowledged Claim. Any Person who has not received an Acknowledgement of Claim, must file a Proof of Claim by 5:00 p.m. on the Voting Deadline Date in order to attend and vote at the Creditors' Meeting.

12. **THIS COURT ORDERS** that any Creditor who has received an Acknowledgement of Claim and who elects to not file a properly completed Proof of Claim with the Monitor by 5:00 p.m. on the Claims Bar Date shall not be entitled to receive any distribution pursuant to the Plan, other than in connection with its Acknowledged Claim, and all Claims, if any, of such Creditor, other than Unaffected Claims or Acknowledged Claims, shall be forever extinguished and barred. Any Person who has not received an Acknowledgement of Claim must file a Proof of Claim by 5:00 p.m. on the Claims Bar Date in order to seek to obtain a distribution from the Plan in connection with such Claim.

13. **THIS COURT ORDERS** that the Note Trustee is hereby authorized to file a Noteholder Proof of Claim on behalf of Noteholders, if required, on or before the Voting Deadline Date in respect of attending and voting at the Creditors' Meeting or on or before the Claims Bar Date, on account of any distribution under the Plan, in respect of the Notes for which such Note Trustee acts. In this regard, the process herein for identifying and quantifying Claims will apply to Claims pursuant to Notes on an aggregate basis for each series of Notes and Noteholders are not required to file individual Noteholder Proofs of Claim in connection with their Notes.

14. **THIS COURT ORDERS** that the Applicant, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date, and determine whether to accept, revise or disallow (in whole or in part) each Claim set out therein. At any time, the Monitor may request additional information with respect to the Claim, and may request the Person file a revised Proof of Claim.

15. **THIS COURT ORDERS** that, on or before June 30, 2009, the Monitor shall send a Notice of Revision or Disallowance to each Person whose Claim the Applicant has determined, with the assistance of the Monitor, to revise or disallow, whether in whole or in part. If the Monitor does not send a Notice of Revision or Disallowance by such date to a Person who has submitted a Proof of Claim on or before the Claims Bar Date, the Monitor and the Applicant shall be deemed to have accepted the Claim of such Person set out in the Proof of Claim as a Proven Claim for the purposes of distribution under the Plan.

16. **THIS COURT ORDERS** that where a Claim has been disallowed (in whole or in part), the disallowed Claim (or disallowed portion thereof) shall not be a Proven Claim unless the Person has

appealed the disallowance and proven the disallowed Claim (or portion thereof) in accordance with this Claims Procedure Order.

17. **THIS COURT ORDERS** that any Person who wishes to dispute its Claim as set out in a Notice of Revision or Disallowance shall file a motion to have the Claim determined by the Court by serving on the Applicant and the Monitor and filing with the Court by July 10, 2009, a motion record in respect of such Person's motion, unless the Monitor and the Applicant agree with the Person to extend such timeframe.

18. **THIS COURT ORDERS** that any Person who does not serve and file a motion to have the Claim determined by the Court in the manner detailed in paragraph 17 of this Claims Procedure Order, shall be deemed to have accepted the Claims as set out in the Notice of Revision or Disallowance, and all other Claims of such Person, if any, other than Unaffected Claims shall be forever extinguished and barred.

#### **Other Claims Procedure Matters**

19. **THIS COURT ORDERS** that, notwithstanding the terms of this Claims Procedure Order, the Applicant or the Monitor may apply to this Court from time to time for such further order or orders as either considers necessary or desirable to amend, supplement or replace the Claims Procedure Order or to establish a new process for the determination of Claims.

20. **THIS COURT ORDERS** that the Monitor shall assist the Applicant in connection with the administration of the Claims Procedure, as requested by the Applicant from time to time or as required by the CCAA, this Order or any other order in these proceedings.

21. **THIS COURT ORDERS** that copies of all Proofs of Claim and Notices of Revision or Disallowance shall be maintained by the Monitor prior to the Creditors' Meeting.

22. **THIS COURT ORDERS** that, for the purposes of the Claims Procedure, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada spot rate of exchange for exchanging such currency to Canadian dollars at the noon rate on the Filing Date.



23. **THIS COURT ORDERS** that the Applicant and the Monitor are hereby authorized to use reasonable discretion as to adequacy of compliance with respect to the manner in which Acknowledgements of Claim, Proofs of Claim and Notices of Revision or Disallowance are completed and executed, and may, if they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Procedure as to completion and execution of Acknowledgements of Claim, Proofs of Claim and Notices of Revision or Disallowance.

24. **THIS COURT ORDERS** that any document to be sent pursuant to the Claims Procedure may be sent by ordinary mail, registered mail, courier, email or facsimile transmission. The recipient shall be deemed to have received any document sent pursuant to the Claims Procedure four (4) days after such document is sent by ordinary mail, one (1) Business Day after such document is sent by registered mail or courier, and the same Business Day as such document is sent by e-mail or facsimile transmission where such document is transmitted at or prior to 5:00 p.m. and the next Business Day where such document is transmitted after 5:00 p.m.

25. **THIS COURT ORDERS** that any document, or notice required to be filed with the Monitor or provided or delivered to the Monitor under the Claims Procedure shall be so filed with, or provided or delivered to the Monitor at the following address:

Grant Thornton Limited  
Royal Bank Plaza, South Tower  
200 Bay Street, 19<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2P9

Attention: Jonathan Krieger

Facsimile number: + 1 416 360 4949

Email: [jkrieger@grantthornton.ca](mailto:jkrieger@grantthornton.ca)

26. **THIS COURT ORDERS** that the Applicant and the Monitor may, in their discretion, generally or in individual circumstances, waive in writing the time limits imposed on Persons under this Claims Procedure Order if the Applicant and the Monitor deem it advisable to do so (without prejudice to the requirement that all other Persons must comply with this Claims Procedure Order

and the Claims Procedure), and in so doing, may extend any related time period applicable to the Monitor or the Applicant by the same period of time.

27. **THIS COURT ORDERS** that all references to time herein shall mean local time in Toronto, Ontario, Canada and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

### **NOTICE SUFFICIENT**

28. **THIS COURT ORDERS** that the publication of the Creditors' Notice and the mailing to the Creditors of the Claims Materials and Acknowledgements of Claim in accordance with the requirements of this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Claims Procedure and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims (other than Unaffected Claims) and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order, the Claims Procedure, the Voting Deadline Date or the Claims Bar Date.

### **TRANSFERS OF CLAIMS**

#### **Transfer of Whole Claim**

29. **THIS COURT ORDERS** that if the holder of a Claim transfers the whole of such Claim to another Person after the Filing Date, neither the Monitor nor the Applicant, or either of them, shall be obligated to give notice or otherwise deal with the transferee of such Claim in respect thereof unless and until actual notice of transfer, together with satisfactory evidence of such transfer (a "Transfer Notice"), shall have been received and acknowledged by the Monitor in writing and thereafter such transferee shall for the purposes hereof constitute the Creditor in respect of such Claim. Any such transferee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order and any other orders in these proceedings prior to receipt and Acknowledgement by the Monitor of satisfactory evidence of such transfer. A transferee of a Claim takes the Claim subject to any rights of set-off to which the Applicant, or either of them, may be entitled with respect to such Claim. For greater certainty, a transferee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims transferred to it against or on account or in reduction of any amounts owing by such Person to the

Applicant. No transfer shall be acknowledged for voting purposes unless a Transfer Notice in respect of such transfer shall have been received by the Monitor no later than five (5) Business Days prior to the Creditors' Meeting. Reference to a transfer of a Claim in this Order includes a transfer or assignment, whether absolute or intended as security.

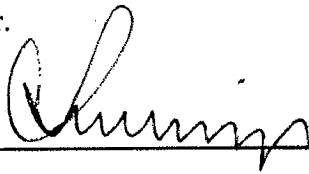
#### **Transfer of Part of a Claim**

30. **THIS COURT ORDERS** that if the holder of the whole of a Claim transfers the whole of such Claim to more than one Person or part of such Claim to another Person after the Filing Date, such transfer shall not create a separate Claim and such Claim shall continue to constitute and be dealt with as a single Claim. Notwithstanding such transfer, the Applicant and the Monitor shall not be bound to recognize or acknowledge any such transfer and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided such Creditor may, by notice in writing to the Monitor in accordance with the preceding paragraph and subject to the provisions of the preceding paragraph, direct the subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and in such event, such transferee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order and any other orders in these proceedings.

#### **GENERAL PROVISIONS**

31. **THIS COURT ORDERS** that this Claims Procedure Order and any other order in these proceedings shall have full force and effect in all provinces and territories in Canada and abroad as against all Persons against whom they may otherwise be enforceable.

32. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other 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 be complimentary to this Court in carrying out the terms of this Claims Procedure Order.



**Christina Irwin**  
Registrar, Superior Court of Justice

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

MAY 12 2009

PER / PAR: 

## APPENDIX "A"

### DEFINITIONS

In this Order, the following terms shall have the following meanings:

- (a) **"Acknowledged Claim"** means a Claim of an Affected Creditor acknowledged by the Monitor in an Acknowledgement of Claim delivered to the Affected Creditor, in the amount of that Claim;
- (b) **"Acknowledgement of Claim"** means an Acknowledgement of claim substantially in the form attached hereto as **Schedule "2"**;
- (c) **"Affected Claims"** means any Claim except for Unaffected Claims;
- (d) **"Affected Creditors"** means a Creditor with an Affected Claim in respect of that Affected Claim;
- (e) **"Applicant"** means SRA;
- (f) **"Business Day"** means a day, other than Saturday, Sunday, on which banks are generally open for business in Toronto, Ontario;
- (g) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (h) **"CCAA Order"** means the Order made by this Court pursuant to the CCAA on May 12, 2009, in respect of the Applicant, as amended, confirmed, extended or revised from time to time;
- (i) **"CCAA Proceedings"** means the proceedings commenced by the Applicant under the CCAA pursuant to the CCAA Order;
- (j) **"Claim"** means: any right of any Person that may be made in whole or in part against the Applicant, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the Applicant in each case which indebtedness, liability or obligation of any kind, in existence on, or, which is based on, an event, act or omission which occurred in whole or in part prior to the Filing Date, at law or in equity, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety or otherwise and whether or not such a right is executory or anticipatory in nature, including, without limitation, the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future based in whole or in part on facts which existed on or before the Filing Date, together with any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Filing Date together with any other rights or claims, whether or not asserted, made after the Filing Date in any way, directly or indirectly related to any action taken or power exercised prior to the Filing Date.

- (k) “**Claims Materials**” means the General Instruction Letter, the General Proof of Claim form, the Noteholder Instruction Letter, the Noteholder Proof of Claim Form and such other materials as the Monitor or the Applicant may consider appropriate or desirable;
- (l) “**Claims Bar Date**” means 5:00 p.m. (Toronto time) on June 26, 2009, or such later date as may be ordered by this Court;
- (m) “**Claims Procedure**” means the procedure for the filing and determination of Claims as set out in this Claims Procedure Order and the schedules substantially in the form attached to this Claims Procedure Order, as such procedures and schedules may be amended from time to time;
- (n) “**Claims Procedure Order**” means the Order of the Court in the CCAA Proceedings dated May 12, 2009, as may be amended or supplemented from time to time which, among other things, establishes a procedure for the submission of Claims and the barring of Affected Claims not submitted in accordance with, and within the applicable time period established by, such Claims Procedure Order;
- (o) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (p) “**Creditor**” means any Person, whether known or unknown, having a Claim and may, if the context requires, include the assignee of a Claim recognized as a Creditor in accordance with the Claims Procedure Order or a trustee, receiver, receiver-manager or other Person acting on behalf of such Person;
- (q) “**Creditors’ Meeting**” means the meeting of Affected Creditors called for the purpose of considering, and, if deemed appropriate, passing a resolution approving the Plan;
- (r) “**Creditors’ Meeting Order**” means the Order of the Court in the CCAA Proceedings dated May 12, 2009, as may be enacted or supplemented from time to time which, among other things, established a procedure for the calling for and conducting of a Creditors’ Meeting;
- (s) “**Creditors’ Notice**” means the notice for publication, substantially in the form attached hereto as **Schedule “1”**;
- (t) “**Filing Date**” means May 12, 2009;
- (u) “**General Instruction Letter**” means the instruction letter to Creditors (other than those Creditors holding Notes) pertaining to proving Claims (other than those Claims relating to Notes), substantially in the form attached hereto as **Schedule “3”**;
- (v) “**General Proof of Claim**” means a proof of claim of a Creditor (other than for those Creditors holding Notes) setting forth its purported Claim, substantially in the form attached as **Schedule “4”** hereto, and delivered in accordance with the Claims Procedure;
- (w) “**Monitor**” means Grant Thornton Limited, in its capacity as monitor of the Applicant as appointed under the CCAA Order, and any successor thereto appointed by any further order;

- (x) “**Noteholder Instruction Letter**” means the instruction letter to Creditors with Claims arising by virtue of holding Notes, pertaining to proving Claims related to Notes, substantially in the form attached as **Schedule “5”** hereto;
- (y) “**Noteholder Proof of Claim**” means a proof of claim of a Creditor who holds Notes (whether registered or beneficially) setting forth its potential Claim in respect of such Notes, substantially in the form attached as **Schedule “6”** hereto and delivered in accordance with the Claims Procedure;
- (z) “**Noteholders**” means those Creditors holding Notes;
- (aa) “**Notes**” means the: (a) 10% Senior Secured Notes due May 30, 2012; and (b) 8% Unsecured Subordinated Convertible Notes due June 30, 2013;
- (bb) “**Note Trustee**” means Computershare Trust Company of Canada;
- (cc) “**Notice of Revision or Disallowance**” means a notice of revision or disallowance, substantially in the form attached as **Schedule “7”** hereto, advising a Person that the Applicant has revised or disallowed all or part of its Claim as set out in its Proof of Claim;
- (dd) “**Person**” means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled;
- (ee) “**Plan**” means the plan of compromise and arrangement dated May [11], 2009 in respect of the Applicant, as such plan or plans may be amended, varied or supplemented by the Applicant from time to time;
- (ff) “**Proof of Claim**” means a General Proof of Claim or a Noteholder Proof of Claim or either of them;
- (gg) “**Proven Claim**” means a Claim the amount of which has been finally determined in accordance with the Claims Procedure;
- (hh) “**SRA**” means Strategic Resource Acquisition Corporation;
- (ii) “**Unaffected Claim**” means (i) any Claim by the Monitor, counsel to the Monitor, counsel to the Applicant or counsel to the board of directors of the Applicant for fees or disbursements payable in accordance with the CCAA Order, and for any other Claim secured by the provisions of the CCAA Order or any further charge ordered by the Court in the CCAA Proceedings; (ii) any Claim for amounts owing by the Applicant on account of goods, property or services actually provided to and received by the Applicant after the Filing Date or for taxes, duties, or similar amounts owed or collected in respect of the operation of the Applicant after the Filing Date; (iii) Claims of employees, officers and directors for all amounts owing to them in their capacity as such by statute or otherwise, for or in connection with accrued salary, accrued wages, accrued bonuses, fees and expenses, reimbursement obligations, accrued vacation leave and accrued vacation pay or termination pay in lieu of notice in respect of any termination of employment; (iv) Claims of any director pursuant to

any indemnity from the Applicant which are not otherwise secured by charges recited in the CCAA Order; and (v) Claims referred to in Section 18.2 of the CCAA;

- (jj) “**Unaffected Creditor**” means a creditor with an Unaffected Claim in respect of that Unaffected Claim; and
- (kk) “**Voting Deadline Date**” means 5:00 p.m. on June 16, 2009, or such later date as may be ordered by the Court.



## SCHEDULE "1"

### CREDITORS' NOTICE OF STRATEGIC RESOURCE ACQUISITION CORPORATION

On January 15, 2009, Strategic Resource Acquisition Corporation ("SRA") and Mid-Tennessee Zinc Corporation, (collectively, the "**Debtors**") filed voluntary petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code (the "**Chapter 11 Proceeding**"). Pursuant to the Order of the Ontario Superior Court of Justice dated January 15, 2009 (the "**Recognition Order**"), SRA sought and obtained an order under s.18.6 of the *Companies' Creditors Arrangement Act* (the "**CCAA**") which, among other things, recognized the Chapter 11 Proceedings as a "foreign proceeding", as defined by s.18.6 of the CCAA, and imposed a stay of proceedings against SRA and its property (the "**Cross-Border Proceeding**").

On April 6, 2009, the Debtors filed a motion to voluntarily dismiss the Chapter 11 Proceedings. The US Bankruptcy Court granted such order on [May 12, 2009].

On May 12, 2009, SRA filed for and obtained an order of the Ontario Superior Court of Justice (the "**CCAA Order**") terminating the Cross-Border Proceeding and instituting a full proceeding in connection with SRA and its property under the CCAA (the "**CCAA Proceeding**"). Pursuant to the CCAA Order, Grant Thornton Limited, was appointed by the court as Monitor in the CCAA proceedings (the "**Monitor**").

On May 12, 2009, the Applicant was granted an Order (the "**Claims Procedure Order**") that establishes a process for Creditors to prove Claims against the Applicant outstanding as of the CCAA Order date.

A copy of the Recognition Order, the CCAA Order, the Claims Procedure Order and the Claims Materials may be obtained by contacting the Monitor at the address below. Capitalized terms used in this notice are as defined in the Claims Procedure Order unless otherwise noted.

#### CLAIMS PROCEDURE

**NOTICE IS HEREBY GIVEN** that a procedure to determine the amount of Claims against the Applicant (the "**Claims Procedure**") was established by the Claims Procedure Order. Please take notice that Unaffected Claims are not subject to this Claims Procedure.

**THE VOTING DEADLINE DATE for filing claims for the purposes of attending any Creditors' Meeting and voting on the Plan is 5:00 p.m. on June 16, 2009.**

**THE CLAIMS BAR DATE for proving Claims, for distribution purposes, is 5:00 p.m. (Toronto time) on June 26, 2009.**

The Creditors should have received the Claims Material by mail, if those Creditors are known to the Applicant, and if the Applicant has a current address for such Creditors. Included with the Claims Materials may be an Acknowledgement of Claim in respect of such Creditor. If a Creditor agrees to the Acknowledged Claim listed in such Acknowledgement of Claim, the Creditor need not take any

further action as the Acknowledged Claim shall constitute its Proven Claim for voting and distribution purposes.

Any Creditor who disagrees with the Acknowledged Claim in the Acknowledgement of Claim received by it, or any Person who has not received an Acknowledgement of Claim (other than Creditors with Unaffected Claims, with respect to and to the extent of such Unaffected Claims), must file a properly completed Proof of Claim with the Monitor (a) on or before 5:00 p.m. Toronto time on the Voting Deadline Date for the purposes of attending at the Creditors' Meeting and voting on the Plan in respect of such Claims; or (b) on or before 5:00 p.m. Toronto time on the Claims Bar Date in respect of seeking a distribution pursuant to the Plan in respect of such Claim.

**CREDITORS who do not file a Proof of Claim with the Monitor on or before 5:00 pm (Toronto time) on the Voting Deadline Date will not be entitled to attend or vote at the Creditors' Meeting, other than in respect of their Acknowledged Claim, if any.**

**CREDITORS who do not file a Proof of Claim with the Monitor on or before 5:00 p.m. (Toronto time) on the Claims Bar Date will not be entitled to obtain any distribution under a Plan, except in connection with an Acknowledged Claim, and their Claims, other than Unaffected Claims or Acknowledged Claims, if any, will be forever extinguished and barred.**

Any additional information required may be obtained from the Monitor at the address below:

Grant Thornton Limited  
Royal Bank Plaza, South Tower  
200 Bay Street, 19<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2P9

Attention: Jonathan Krieger  
Facsimile number: + 1 416 360 4949  
Email: [jkrieger@grantthornton.ca](mailto:jkrieger@grantthornton.ca)

**SCHEDULE "2"**

**Court File No. 09-7953-00CL**

**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 AND ARRANGEMENT  
OF STRATEGIC RESOURCE ACQUISITION CORPORATION**

**APPLICANT**

---

**ACKNOWLEDGEMENT OF CLAIM RELATING TO  
STRATEGIC RESOURCE ACQUISITION CORPORATION**

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**TO:**

**[FULL NAME AND ADDRESS OF CREDITOR]**

**PARTICULARS OF CLAIM:**

The books and records of the Applicant indicate that you had a Claim against the Applicant in the amount of \$\_\_\_\_\_ as of May 12, 2009.

Our review of your claim indicates that it is an unsecured claim.

The Claim or Claims described above are, collectively, the "Acknowledged Claim".

**ACTION REQUIRED**

If you agree with the Acknowledged Claim, you do not have to take any further steps. If, however, you disagree with the Acknowledged Claim in any respect, then you must file a Proof of Claim (a General Proof of Claim or a Noteholder Proof of Claim, as appropriate) by the time and date set out below.

**FILING OF PROOF OF CLAIM**

(a) **Creditors' Meeting and Plan Voting**

If you disagree with the Acknowledged Claim in connection with your attendance at a Creditors' Meeting and ability to vote on the Plan, then you must complete and deliver a Proof of Claim (a General Proof of Claim or a Noteholder Proof of Claim, as appropriate) to the Monitor by 5:00 p.m. on June 16, 2009, for the purposes of attending any Creditors' Meeting and voting on the Plan. If you do not do so, your Claim in respect of attending at any Creditors' Meeting and voting on the Plan, will be limited to the Acknowledged Claim; and

(b) **Plan Distribution**

If you disagree with the Acknowledged Claim in connection with your proposed distribution under the Plan, then you must complete and deliver a Proof of Claim (a General Proof of Claim or a Noteholder Proof of Claim, as appropriate) to the Monitor by 5:00 p.m. on June 26, 2009, for the purposes of receiving any distribution under the Plan. If you do not do so, your claim in respect of receiving any distribution under the Plan will be limited to your Acknowledged Claim.

## SCHEDULE "3"

### GENERAL INSTRUCTION LETTER FOR USE IN CONNECTION WITH ALL CLAIMS EXCEPT FOR CLAIMS RELATED TO NOTES

On January 15, 2009, Strategic Resource Acquisition Corporation ("SRA") and Mid-Tennessee Zinc Corporation, (collectively, the "**Debtors**") filed voluntary petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code (the "**Chapter 11 Proceedings**"). Pursuant to the Order of the Ontario Superior Court of Justice dated January 15, 2009 (the "**Recognition Order**"), SRA sought and obtained an order under s.18.6 of the *Companies' Creditors Arrangement Act* (the "**CCAA**") which, among other things, recognized the Chapter 11 Proceedings as a "foreign proceeding", as defined by s.18.6 of the CCAA, and imposed a stay of proceedings against SRA and its property (the "**Cross-Border Proceeding**").

On April 6, 2009, the Debtors filed a motion to voluntarily dismiss the Chapter 11 Proceedings. The US Bankruptcy Court granted such order on [May 12, 2009].

On May 12, 2009, SRA filed for and obtained an order of the Ontario Superior Court of Justice (the "**CCAA Order**") terminating the Cross-Border Proceeding and instituting a full proceeding in connection with SRA and its property under the CCAA (the "**CCAA Proceeding**"). Pursuant to the CCAA Order, Grant Thornton Limited, was appointed by the court as Monitor in the CCAA proceedings (the "**Monitor**").

On May 12, 2009, the Applicant was granted an Order (the "**Claims Procedure Order**") that establishes a process for Creditors to prove Claims against the Applicant outstanding as of the CCAA Order date.

A copy of the Recognition Order, the CCAA Order, the Claims Procedure Order and the Claims Materials may be obtained by contacting the Monitor at the address below. Capitalized terms used in this notice are as defined in the Claims Procedure Order unless otherwise noted.

Under the Claims Procedure Order, the Court established a claims procedure (the "**Claims Procedure**") to determine the value of Creditors' Claims against the Applicant for the purposes of voting on a plan of compromise or arrangement to be filed with the Court (the "**Plan**") and receiving distributions under a Plan. A copy of the Claims Procedure Order is included with this package. Defined terms not defined within this instruction letter shall have the meaning ascribed hereto in the Claims Procedure Order.

#### A. – Claims Procedure

The Claims Procedure establishes a process to determine the value of your Claims (as defined in the Claims Procedure Order), if any, against the Applicant.

All notices and enquiries with respect to this Claims Procedure should be addressed to:

Grant Thornton Limited  
Royal Bank Plaza, South Tower  
200 Bay Street, 19<sup>th</sup> Floor  
Toronto, Ontario

M5J 2P9

Attention: Jonathan Krieger

Facsimile number: + 1 416 360 4949

Email: jkrieger@grantthornton.ca

**B – Instructions for Creditors (other than those Creditors holding Notes)**

**1. General Proof of Claim**

If you do not have any Claims against the Applicant, there is no need to file a General Proof of Claim. If you agree with the Acknowledged Claim in the Acknowledgement of Claim that you may have received, there is no need for you to take any further steps.

If you disagree with the Acknowledged Claim detailed in the Acknowledgement of Claim that you have received, or if you have not received an Acknowledgement of Claim and you believe that you have a Claim (other than an Unaffected Claim or a Claim arising out of holding Notes) against the Applicant, you should file a General Proof of Claim (in the form enclosed herewith). In order to attend at the Creditors' Meeting and vote your Claim (other than your Acknowledged Claim), the General Proof of Claim must be delivered to, and received by the Monitor by the Voting Deadline Date of 5:00 p.m. on June 16, 2009. In order for you to obtain a distribution under the Plan (other than in connection with your Acknowledged Claim), the General Proof of Claim must be delivered to, and received by the Monitor, by the Claims Bar Date of 5:00 p.m. on June 26, 2009.

Failure to deliver a General Proof of Claim so that it is received by the Monitor (a) by the Voting Deadline Date will disentitle you from attending the Creditors' Meeting or voting on the Plan (other than in connection with your Acknowledged Claims); and (b) by the Claims Bar Date will disentitle you from receiving distributions under the Plan (other than on account of your Acknowledged Claim, if any) and your Claims other than Unaffected Claims or Acknowledged Claims, if any, will be forever extinguished and barred.

**2. Notice of Revision or Disallowance**

The Applicant and the Monitor will review your General Proof of Claim and will determine whether to accept, revise or disallow your Claim as set out therein. The Monitor shall, no later than June 30, 2009, send a Notice of Revision or Disallowance to each Creditor whose Claim the Applicant and the Monitor have determined to revise or disallow. If the Monitor does not send a Notice of Revision or Disallowance by such date to a Creditor who has submitted a General Proof of Claim, the Applicant shall be deemed to have accepted the Claim of the Creditor as set out in the General Proof of Claim for the purposes of distribution under the Plan.

**3. Instructions for Disputing a Notice of Revision or Disallowance**

If you disagree with this revised amount of your Claim as set out in the Notice of Revision or Disallowance and intend to dispute the Notice of Revision or Disallowance, you must file a motion to have the amount of such Claim determined by the Ontario Superior Court of Justice (Commercial List) (the "Court") in Court File No. 09-7953-00CL by serving on the Applicant and the Monitor and filing with the Court a motion record in respect of your motion by July 10, 2009. If you do not file

and serve such a motion by July 10, 2009, you shall be deemed to have accepted the Claim as set out in the Notice of Revision or Disallowance for distribution purposes.

**SCHEDULE "4"**

**Court File No. 09-7953-00CL**

**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 AND ARRANGEMENT  
OF STRATEGIC RESOURCE ACQUISITION CORPORATION**

**APPLICANT**

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**GENERAL PROOF OF CLAIM  
(TO BE UTILIZED IN CONNECTION WITH ALL CLAIMS OTHER THAN CLAIMS  
ARISING PURSUANT TO NOTES)**

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Please read the accompanying General Instruction Letter carefully for completing this General Proof of Claim form. Defined terms not defined within this General Proof of Claim form have the meanings ascribed thereto in the Claims Procedure Order dated May 12, 2009.

**A. PARTICULARS OF CREDITOR:**

1. Full Legal Name of Creditor:

2. Full Mailing Address of Creditor:

3. Telephone Number of Creditor:

4. Facsimile Number of Creditor:

5. E-mail Address of Creditor:

6. Attention (Contact Person):

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**B. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(1) Have you acquired this Claim by assignment? Yes  No

(a) (if yes, attach documents evidencing assignment)

(2) Full Legal Name of original creditor(s): \_\_\_\_\_

**C. CLAIM:**

I, \_\_\_\_\_, [name of Creditor or authorized representative of the Creditor], do hereby certify:

(a) that I am a Creditor of/hold the position of \_\_\_\_\_ of the Creditor and have knowledge of all the circumstances connected with the Claim described herein;

(b) the Creditor makes the following Claim against Strategic Resource Acquisition Corporation: \_\_\_\_\_

Claims in foreign currency are to be converted to Canadian dollars at the Bank of Canada spot rate of exchange for exchanging such currency to Canadian dollars at the noon rate of the Bank of Canada on May 12, 2009. The rate of exchange for converting U.S. dollars to Canadian Dollars at noon on that date was CAD\$●to US\$1.00.

**D. PARTICULARS OF CLAIM:**

The particulars of the undersigned's total Claim are attached.

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed).*

**THIS GENERAL PROOF OF CLAIM MUST BE RETURNED TO AND RECEIVED BY THE MONITOR AT THE BELOW ADDRESS AT OR BEFORE 5:00 P.M. (TORONTO TIME) ON THE VOTING DEADLINE DATE OF JUNE 16, 2009, IN ORDER FOR THE CLAIM THEREUNDER TO BE VOTED AT A CREDITORS' MEETING IN ACCORDANCE WITH THE CREDITORS' MEETING ORDER OR BY 5:00 P.M. ON THE CLAIMS BAR DATE OF JUNE 26, 2009, IN ORDER FOR THE CLAIM TO BE CONSIDERED FOR DISTRIBUTION PURPOSES:**

Grant Thornton Limited  
Royal Bank Plaza, South Tower  
200 Bay Street, 19<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2P9

Attention: Jonathan Krieger

Facsimile number: + 1 416 360 4949

Email: jkrieger@grantthornton.ca

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2009.

Per:

Print name of Creditor:

\_\_\_\_\_

If Creditor is a Corporation, print name and title of authorized signatory:

Name: \_\_\_\_\_

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

## SCHEDULE "5"

### NOTEHOLDER INSTRUCTION LETTER TO BE UTILIZED IN CONNECTION WITH CLAIMS RELATED TO NOTES

On January 15, 2009, Strategic Resource Acquisition Corporation ("SRA") and Mid-Tennessee Zinc Corporation, (collectively, the "Debtors") filed voluntary petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code (the "Chapter 11 Proceedings"). Pursuant to the Order of the Ontario Superior Court of Justice dated January 15, 2009 (the "Recognition Order"), SRA sought and obtained an order under s.18.6 of the *Companies' Creditors Arrangement Act* (the "CCAA") which, among other things, recognized the Chapter 11 Proceedings as a "foreign proceeding", as defined by s.18.6 of the CCAA, and imposed a stay of proceedings against SRA and its property (the "Cross-Border Proceeding").

On April 6, 2009, the Debtors filed a motion to voluntarily dismiss the Chapter 11 Proceedings. The US Bankruptcy Court granted such order on [May 12, 2009].

On May 12, 2009, SRA filed for and obtained an order of the Ontario Superior Court of Justice (the "CCAA Order") terminating the Cross-Border Proceeding and instituting a full proceeding in connection with SRA and its property under the CCAA. Pursuant to the CCAA Order, Grant Thornton Limited, was appointed by the court as Monitor in the CCAA proceedings (the "Monitor").

On May 12, 2009, the Applicant was granted an Order (the "Claims Procedure Order") that establishes a process for Creditors to prove Claims against the Applicant outstanding as of the CCAA Order date.

A copy of the Recognition Order, the CCAA Order, the Claims Procedure Order and the Claims Materials may be obtained by contacting the Monitor at the address below. Capitalized terms used in this notice are as defined in the Claims Procedure Order unless otherwise noted.

Under the Claims Procedure Order, the Court established a claims procedure (the "Claims Procedure") to determine the value of Creditors' Claims against the Applicant for the purposes of voting on a plan of compromise or arrangement to be filed with the Court (the "Plan") and receiving distributions under a Plan. A copy of the Claims Procedure Order is included with this package. Defined terms not defined within this instruction letter shall have the meaning ascribed hereto in the Claims Procedure Order.

#### A. – Claims Procedure

The Claims Procedure establishes a process to determine the value of your Claims (as defined in the Claims Procedure Order), if any, against the Applicant.

All notices and enquiries with respect to this Claims Procedure should be addressed to:

Grant Thornton Limited  
Royal Bank Plaza, South Tower  
200 Bay Street, 19<sup>th</sup> Floor  
Toronto, Ontario

M5J 2P9

Attention: Jonathan Krieger

Facsimile number: + 1 416 360 4949

Email: jkrieger@grantthornton.ca

**B – Instructions for Note Trustee**

**7. Noteholder Proof of Claim**

Unless you represent a Noteholder that has a claim against the Applicant, there is no need to file a Noteholder Proof of Claim. Further, if you agree with the Acknowledged Claim in the Acknowledgement of Claim that you may have received, there is no need for you to take any further steps.

If you disagree with the Acknowledged Claim detailed in the Acknowledgement of Claim that you have received, or if you have not received an Acknowledgement of Claim and you believe that you represent a Noteholder with a Claim (other than an Unaffected Claim) against the Applicant, you should file a Noteholder Proof of Claim (in the form enclosed herewith). In order for a Noteholder to attend at the Creditors' Meeting and vote a Claim (other than an Acknowledged Claim), the Noteholder Proof of Claim must be delivered to, and received by the Monitor, by the Voting Deadline Date of 5:00 p.m. on June 16, 2009. In order for a Noteholder to obtain a distribution under the Plan (other than in connection with an Acknowledged Claim), the Noteholder Proof of Claim must be delivered to, and received by the Monitor, by the Claims Bar Date of 5:00 p.m. on June 26, 2009.

Failure to deliver a Noteholder Proof of Claim so that it is received by the Monitor (a) by the Voting Deadline Date will disentitle the Noteholder from attending the Creditors' Meeting or voting on the Plan (other than in connection with the Noteholder's Acknowledged Claim); and (b) by the Claims Bar Date will disentitle the Noteholder from receiving distributions under the Plan (other than on account of the Noteholder's Acknowledged Claim, if any) and the Noteholder's Claims other than Unaffected Claims or Acknowledged Claims, if any, will be forever extinguished and barred.

**8. Notice of Revision or Disallowance**

The Applicant and the Monitor will review the filed Noteholder Proof of Claim and will determine whether to accept, revise or disallow the Claim as set out therein. The Monitor shall, no later than June 30, 2009, send a Notice of Revision or Disallowance to the Note Trustee (that filed the claim on behalf of a Noteholder) acting in respect of a Claim that the Applicant and the Monitor have determined to revise or disallow. If the Monitor does not send a Notice of Revision or Disallowance by such date to the Note Trustee who has submitted a Noteholder Proof of Claim on behalf of a Noteholder, the Applicant shall be deemed to have accepted the Claim as set out in such Noteholder Proof of Claim for the purposes of distribution under the Plan.

**9. Instructions for Disputing a Notice of Revision or Disallowance**

If you disagree with this revised amount of the Claim as set out in the Notice of Revision or Disallowance and intend to dispute the Notice of Revision or Disallowance, the Note Trustee [(or the Noteholder)] must file a motion to have the amount of such Claim determined by the Ontario

Superior Court of Justice (Commercial List) (the "Court") in Court File No. 09-7953-00CL by serving on the Applicant and the Monitor and filing with the Court a motion record in respect of such motion by June 30, 2009. If no motion is filed and served by July 10, 2009, the Claim as set out in the Notice of Revision or Disallowance will be deemed to have been accepted by the Note Trustee and the Noteholder for distribution purposes.

**SCHEDULE "6"**

**Court File No. 09-7953-00CL**

**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 AND ARRANGEMENT  
OF STRATEGIC RESOURCE ACQUISITION CORPORATION**

**APPLICANT**

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**NOTEHOLDER PROOF OF CLAIM  
(TO BE UTILIZED IN CONNECTION WITH ALL CLAIMS RELATED TO NOTES)**

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Please read the accompanying Noteholder Instruction Letter carefully for completing this Noteholder Proof of Claim form. Defined terms not defined within this Noteholder Proof of Claim form have the meanings ascribed thereto in the Claims Procedure Order dated May 12, 2009.

**A. PARTICULARS OF NOTEHOLDER:**

1. Full Legal Name of Noteholder:
2. Account Number(s):
3. Full Mailing Address of Noteholder:
4. Telephone Number of Noteholder:
5. Facsimile Number of Noteholder:
6. E-mail Address of Noteholder:
7. Attention (Contact Person):

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**B. PARTICULARS OF NOTE TRUSTEE:**

1. Full Legal Name of Note Trustee for this Noteholder:

\_\_\_\_\_

By:

\_\_\_\_\_  
(Signature of authorized signing officer of Note Trustee)

2. Full Mailing Address of Note Trustee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Telephone Number of Note Trustee:

\_\_\_\_\_

4. Facsimile Number of Note Trustee:

\_\_\_\_\_

5. E-mail Address of Note Trustee:

\_\_\_\_\_

6. Name of Contact Person at Note Trustee:

\_\_\_\_\_

**C. CLAIM:**

I, \_\_\_\_\_, [name of authorized representative of the Note Trustee], do hereby certify:

That the Noteholder, detailed herein, makes the following Claim against Strategic Resource Acquisition Corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. PARTICULARS OF CLAIM:**

The particulars of the Noteholder's total Claim are attached.

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed).*

**THIS NOTEHOLDER PROOF OF CLAIM MUST BE RETURNED TO AND RECEIVED BY THE MONITOR AT THE BELOW ADDRESS AT OR BEFORE 5:00 P.M. (TORONTO TIME) ON THE VOTING DEADLINE DATE OF JUNE 16, 2009, IN ORDER FOR THE CLAIM THEREUNDER TO BE VOTED AT A CREDITORS' MEETING IN ACCORDANCE WITH THE CREDITORS' MEETING ORDER OR BY 5:00 P.M. ON THE CLAIMS BAR DATE OF JUNE 26, 2009, IN ORDER FOR THE CLAIM TO BE CONSIDERED FOR DISTRIBUTION PURPOSES:**

Grant Thornton Limited  
Royal Bank Plaza, South Tower  
200 Bay Street, 19<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2P9

Attention: Jonathan Krieger

Facsimile number: + 1 416 360 4949

Email: [jkrieger@grantthornton.ca](mailto:jkrieger@grantthornton.ca)

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2009.

**COMPUTERSHARE TRUST COMPANY OF  
CANADA**, as note trustee for the Noteholder(s)  
listed in Section A hereof

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

Print name and title of authorized signatory:

Name: \_\_\_\_\_

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



**SCHEDULE "7"**

**Court File No. 09-7953-00CL**

**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 AND ARRANGEMENT  
OF STRATEGIC RESOURCE ACQUISITION CORPORATION**

**APPLICANT**

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**NOTICE OF REVISION OR DISALLOWANCE  
FOR VOTING AND DISTRIBUTION PURPOSES**

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Defined terms not defined within this Notice of Revision or Disallowance form have the meanings ascribed thereto in the Claims Procedure Order dated May 12, 2009.

**TO: [insert name and address of creditor]**

The Applicant has reviewed your **[General/Noteholder]** Proof of Claim dated \_\_\_\_\_ and has revised or rejected your Claim for the following reasons:

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Subject to further dispute by you in accordance with the provisions of the Claims Procedure, your Claim will be allowed as follows:

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Claims in foreign currency are to be converted to Canadian dollars at the Bank of Canada spot rate of exchange for exchanging such currency to Canadian dollars at the noon rate of the Bank of Canada on May 12, 2009. The rate of exchange for converting U.S. Dollars to Canadian Dollars on that date was CAD\$● to US\$1.00.

If you disagree with this revised amount of the Claim and intend to dispute this Notice of Revision or Disallowance, you must bring a motion to have the amount of such Claim determined by the Ontario Superior Court of Justice (Commercial List) (the "Court") in Court File No. 09-7953-00CL by serving on the Applicant and the Monitor and filing with the Court by no later than July 10, 2009, a motion record in respect of the Claim unless the Monitor, the Applicant and you collectively agree to extend such deadline.

DATED at Toronto, this \_\_\_\_ day of \_\_\_\_\_, 2009.

Grant Thornton Limited  
Royal Bank Plaza, South Tower  
200 Bay Street, 19<sup>th</sup> Floor  
Toronto, Ontario  
M5J 2P9

Attention: Jonathan Krieger

Facsimile number: + 1 416 360 4949

Email: [jkrieger@grantthornton.ca](mailto:jkrieger@grantthornton.ca)

**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 AND ARRANGEMENT OF STRATEGIC RESOURCE  
ACQUISITION CORPORATION**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**  
**Proceedings commenced in Toronto**

**CLAIMS PROCEDURE ORDER**

**HEENAN BLAIKIE LLP**  
P.O. Box 185, Suite 2600  
Royal Bank Plaza, South Tower  
Toronto, Ontario M5J 2J4

**Kenneth D. Kraft (LSUC# 31919P)**  
Tel: 416-643-6822

**John Salmas (LSUC#42336B)**  
Tel: 416-360-3750

Fax: 416-360-8425

Solicitors for the Applicant

**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 SINO-FOREST CORPORATION**

Court File No. CV-12-9667-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings commenced in Toronto

**BOOK OF AUTHORITIES  
OF THE APPLICANT  
(Claims Procedure Motion Returnable  
May 14, 2012)**

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One First Canadian Place  
Suite 3400, P.O. Box 130  
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M5X 1A4

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