

APPENDIX "E"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM) MONDAY, THE 17th DAY
)
JUSTICE PEPALL) OF MAY, 2010



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

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

CONDITIONAL CREDIT ACQUISITION SANCTION,
APPROVAL AND VESTING ORDER

THIS MOTION, made by Canwest Publishing Inc. / Publications Canwest Inc., Canwest Books Inc. and Canwest (Canada) Inc. (collectively, the "**Applicants**") for an Order approving and conditionally sanctioning the plan of compromise and arrangement dated January 8, 2010 and attached as Schedule "A" to this Order (the "**Plan**") and for ancillary relief associated with the implementation of the Plan, was heard this day, at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the seventh report of FTI Consulting Canada Inc. (the "**Monitor**") dated May 11, 2010 (the "**Seventh Report**"), and upon hearing submissions of counsel to the Applicants and Canwest Limited Partnership / Canwest Societe en Commandite ("**Canwest Limited Partnership**"), the Monitor, The Bank of Nova Scotia in its capacity as Administrative Agent for the Senior Lenders to Canwest Limited Partnership (the "**Administrative Agent**"), the ad hoc committee of holders of 9.25% senior subordinated notes issued by the Limited Partnership (the "**Ad Hoc Committee**"), 7535538 Canada Inc., the court-appointed representatives of certain employees and former employees of the LP Entities and others:

DEFINITIONS

1. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Order shall have the meanings ascribed thereto in the Plan and/or the initial order (the “**Initial Order**”) made by this Court under the *Companies’ Creditors Arrangement Act* (the “**CCAA**”) dated January 8, 2010.

SERVICE AND MEETING

2. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient service and notice of the Plan to all Senior Lenders.

3. **THIS COURT ORDERS** that there has been good and sufficient service of the Meeting Materials upon all Senior Lenders, and that the Senior Lenders Meeting was duly called, held and conducted in conformity with the CCAA and the Initial Order.

4. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient service and notice of this Sanction Hearing, and that this motion is properly returnable today and further service of the Notice of Motion and the Motion Record upon any interested party is unnecessary and is hereby dispensed with.

PLAN SANCTION

5. **THIS COURT ORDERS AND DECLARES** that:

- (a) the Plan has been approved by the requisite majority of Senior Lenders of the Applicants and Canwest Limited Partnership (collectively, the “**LP Entities**”) entitled to vote on the Plan in conformity with the CCAA and the terms of the Initial Order;

- (b) the LP Entities have acted in good faith and with due diligence and have complied and acted in accordance with the provisions of the CCAA and the Orders of this Honourable Court made in these proceedings in all respects;
- (c) this Honourable Court is satisfied that the LP Entities have not done or purported to do anything that is not authorized by the CCAA; and
- (d) the Plan and the transactions contemplated thereby are fair and reasonable and are in the best interests of the Senior Lenders and do not unfairly prejudice the interests of any Person.

6. **THIS COURT ORDERS** that the making of this Order in no way limits or lessens or otherwise affects the power of the Court to sanction other plans of arrangement between one or more of the LP Entities and any of their creditors other than the Senior Secured Lenders, including without limitation the CCAA Plan of Arrangement contemplated by the AHC Transaction.

7. **THIS COURT ORDERS** that notwithstanding the making of this Order, any other terms of this Order or of the Plan, and even if all conditions precedent to the effectiveness of the Plan are satisfied or waived, the Plan and the assignment of Contracts and the vesting of assets and claims provided for hereby shall not be effective until and unless the Monitor delivers to counsel for the Administrative Agent, the LP Entities, 7535538 Canada Inc. and the Ad Hoc Committee in accordance with this Order a certificate (the "**Monitor's Credit Bid Sanction Certificate**") in the form attached hereto as Schedule "B". The Monitor shall promptly thereafter file with this Court a copy of the Monitor's Credit Bid Sanction Certificate.

8. **THIS COURT ORDERS** that the Monitor will not deliver the Monitor's Credit Bid Sanction Certificate if the AHC Transaction closes on or before July 29, 2010 and the Administrative Agent receives, or escrow arrangements satisfactory to the Administrative Agent have been made to ensure that it receives on closing, from or on behalf of the LP Entities in immediately available funds an amount sufficient to distribute to the Senior Lenders in indefeasible repayment in full of all amounts owing under the Senior Credit Agreement, Hedging

Agreements and the Collateral Agency Agreement. Subject to paragraph 9 below, the Monitor's Credit Bid Sanction Certificate will not be delivered prior to July 29, 2010.

9. **THIS COURT ORDERS** that, notwithstanding paragraph 8 above, if prior to July 29, 2010, the Monitor determines in its reasonable business judgment that there is no reasonable chance that the AHC Transaction can close, the Monitor may apply to Court on four (4) business days notice for authority to deliver the Monitor's Credit Bid Sanction Certificate prior to July 29, 2010.

10. **THIS COURT ORDERS** that, subject to paragraph 9 above, if the AHC Transaction does not close on or before July 29, 2010, the Monitor is hereby authorized and directed to apply to the Court on July 30, 2010 for advice and direction as to whether it should deliver the Monitor's Credit Bid Sanction Certificate or withhold delivery of the Monitor's Credit Bid Sanction Certificate for such further period of time as directed by the Court.

11. **THIS COURT ORDERS** that, subject to paragraph 7 above, the Plan (including, without limitation, the Credit Acquisition, compromises, arrangements and releases set out therein) is hereby sanctioned and approved as of the date hereof pursuant to Section 6 of the CCAA and that upon delivery of the Monitor's Certificate pursuant to paragraph 14 below and the delivery of the Monitor's Credit Bid Sanction Certificate, the Plan shall be implemented, shall be effective and shall enure to the benefit of and be binding upon the LP Entities and the Senior Lenders, including their respective heirs administrators, executors, legal personal representatives, successors, and assigns but will not affect Unaffected Claims.

12. **THIS COURT ORDERS** that if the AHC Transaction has closed on or before July 29, 2010 (or such later date as is ordered by the Court) in accordance with the Order Approving the AHC Transaction and Amending the Claims Procedure Order and the SISP Procedures made on the date of this Order, then this Order shall be of no force or effect.

APPROVAL AND VESTING

13. **THIS COURT ORDERS AND DECLARES** that, subject to paragraph 7 above, the Acquisition and Assumption Agreement substantially in the form attached as Schedule "1.1(8)" to the Plan (the "**Acquisition Agreement**") and the transaction contemplated thereby (the "**Transactions**") are hereby approved. Upon the delivery of the Monitor's Credit Bid Sanction Certificate, the execution of the Acquisition Agreement by Doug Lamb or Kevin Bent on behalf the LP Entities will be authorized and approved without any requirement of further actions by shareholders, directors or officers of the LP Entities, and the LP Entities and the Monitor will be authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions and for the conveyance of the Acquired Assets to 7272049 Canada Inc. ("**Acquireco**") in accordance with the Plan and the Acquisition Agreement.

14. **THIS COURT ORDERS** that, subject to paragraph 7 hereof, upon being provided with evidence satisfactory to the Monitor of the satisfaction (or, where applicable, waiver) of the conditions set out in section 8.2 of the Plan, the Monitor shall deliver to the Administrative Agent and the LP Entities and promptly thereafter file with this Court a certificate stating that all conditions precedent set out in section 8.2 of the Plan have been satisfied (or, where applicable, waived by the LP Entities and/or the Administrative Agent in accordance with the terms of the Plan) (the "**Monitor's Certificate**"), and the date of the delivery of such certificate to the Administrative Agent and the LP Entities shall be the date upon which the Plan shall be and be deemed to have been implemented (the "**Credit Acquisition Plan Implementation Date**").

15. **THIS COURT ORDERS** that upon the filing of a Monitor's Certificate, the following shall take place, in the order in which they appear below and in accordance with the Plan:

- (a) all right, title and interest in and to the Canwest Books Assets shall vest absolutely in CPI free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have

attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of the Honourable Justice Pepall dated January 8, 2010; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other applicable federal or other provincial statute, but not including Prior Ranking Secured Claims expressly assumed by Acquireco pursuant to the terms of the Acquisition Agreement (collectively, the “**Canwest Books Encumbrances**”) and, for greater certainty, this Court orders that Canwest Books Encumbrances affecting or relating to the Canwest Books Assets are hereby expunged and discharged as against the Canwest Books Assets;

- (b) all right, title and interest in and to the Canwest GP Assets shall vest absolutely in CPI free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of the Honourable Justice Pepall dated January 8, 2010; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other applicable federal or other provincial statute, but not including Prior Ranking Secured Claims expressly assumed by Acquireco pursuant to the terms of the Acquisition Agreement (collectively, the “**Canwest GP Encumbrances**”) and, for greater certainty, this Court orders that Canwest GP Encumbrances affecting or relating to the Canwest GP Assets are hereby expunged and discharged as against the Canwest GP Assets;
- (c) all right, title and interest in and to the CLP Assets shall vest absolutely in CPI free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or

monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of the Honourable Justice Pepall dated January 8, 2010; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other applicable federal or other provincial statute, but not including Prior Ranking Secured Claims expressly assumed by Acquireco pursuant to the terms of the Acquisition Agreement (collectively, the “**CLP Encumbrances**”) and, for greater certainty, this Court orders that CLP Encumbrances affecting or relating to the CLP Assets are hereby expunged and discharged as against the CLP Assets;

- (d) the right, title and interest in and to the Senior Secured Claims (for greater certainty, net of amounts paid to the Senior Lenders under the terms of the Acquisition Agreement (defined herein) and the Plan on or before the Credit Acquisition Plan Implementation Date that would reduce the outstanding Senior Secured Claims) shall vest absolutely in Acquireco free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other applicable federal or other provincial statute (collectively, “**Senior Claim Encumbrances**”) and, for greater certainty, this Court orders that Senior Claim Encumbrances affecting or relating to the Senior Secured Claims are hereby expunged and discharged as against the Senior Secured Claims; and
- (e) all of the right, title and interest of any Person in and to the Acquired Assets described in the Acquisition Agreement shall vest absolutely in Acquireco, (including without limitation any amounts in the Cash Reserve Account that are

not used by the Monitor in accordance with the Cash Reserve Order to pay Cash Reserve Costs), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Encumbrances**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order of the Honourable Justice Pepall dated January 8, 2010; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other applicable federal or other provincial statute, but not including Prior Ranking Secured Claims expressly assumed by Acquireco pursuant to the terms of the Acquisition Agreement and real property permitted encumbrances as set out in Schedule D and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Acquired Assets are hereby expunged and discharged as against the Acquired Assets.

16. **THIS COURT ORDERS** that in accordance with the Plan, the Acquireco Equity and the Acquireco Debt to be distributed in respect of each Senior Lender’s Senior Secured Claim (the “**Acquireco Debt/Equity**”) shall stand in place and stead of such Senior Secured Claim and all Senior Claim Encumbrances on or against such Senior Secured Claim shall attach to and may be asserted against the Acquireco Debt/Equity with the same priority as they had immediately prior to the implementation of the Plan, as if such Senior Secured Claim had not been transferred to Acquireco and had remained the property of such Senior Lenders immediately prior to the implementation of the Plan.

17. **THIS COURT ORDERS** that, without limiting the other provisions in this Order, on the Credit Acquisition Implementation Date, the license of the LP Entities to use the “Canwest” name and trademarks under a Trademarks License Agreement dated October 13, 2005 (the “**License**”) shall be assigned to Acquireco and, following that assignment, Canwest Global Communications Corp. shall not be entitled to exercise any right of termination of the License unless the termination is to take effect after February 28, 2011.

REAL PROPERTY

Ontario

18. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) (the “**Toronto Land Registry Office**”) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and the *Land Registration Reform Act* (Ontario) with respect to the Toronto Property (as defined in Schedule C), the Land Registrar for the Toronto Land Registry Office is hereby directed to enter Acquireco as the owner of the Toronto Property in fee simple, and is hereby directed to delete and expunge from title to the Toronto Property all of the real property encumbrances relating to the Toronto Property, including but not limited to, the real property encumbrances listed in Schedule D, subject only to the real property permitted encumbrances relating to the Toronto Property listed in Schedule E.

19. **THIS COURT ORDERS** that upon registration in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) (the “**Ottawa Land Registry Office**”) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and the *Land Registration Reform Act* (Ontario) with respect to the Ottawa Property (as defined in Schedule B), the Land Registrar for the Ottawa Land Registry Office is hereby directed to enter Acquireco as the owner of the Ottawa Property in fee simple, and is hereby directed to delete and expunge from title to the Ottawa Property all of the real property encumbrances relating to the Ottawa Property, including but not limited to, the real property encumbrances listed in Schedule D, subject only to the real property permitted encumbrances relating to the Ottawa Property listed in Schedule E.

20. **THIS COURT ORDERS** that upon registration in the Land Registry Office for the Land Titles Division of Essex (No. 12) (the “**Windsor Land Registry Office**”) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* (Ontario) and the *Land Registration Reform Act* (Ontario) with respect to the Windsor Properties (as defined in Schedule C), the Land Registrar for the Windsor Land Registry Office is hereby directed to enter Acquireco as the owner of the Windsor Properties in fee simple, and is hereby directed to delete and expunge from

title to the Windsor Properties all of the real property encumbrances relating to the Windsor Properties, including but not limited to, the real property encumbrances listed in Schedule D, subject only to the real property permitted encumbrances relating to the Windsor Properties listed in Schedule E.

Alberta

21. **THIS COURT ORDERS** that, upon presentation for registration in either of the North Alberta Land Titles Office or the South Alberta Land Titles Office (collectively, the "**Alberta LTO**"), as the case may be, a certified copy of this Order and an Affidavit of Value as prescribed by the *Land Titles Act* (Alberta), the Alberta LTO be and is hereby authorized and directed to cancel the existing certificates of title to the Alberta Properties as defined in Schedule C and to issue new certificates of title for those Alberta Properties in the name of Acquireco. The Alberta LTO be and is hereby directed to delete and expunge from such new titles to the Alberta Properties all of the real property encumbrances relating to the Alberta Properties, including but not limited to the real property encumbrances listed on Schedule D, subject only to the real property permitted encumbrances relating to the Alberta Property listed in Schedule E being carried forward to the new Alberta Property titles.

22. **THIS COURT ORDERS** that the cancellation of titles and issuance of new titles and discharge of instruments as set out in paragraph 21 shall be registered notwithstanding the requirements of Section 191(1) of the *Land Titles Act* (Alberta).

British Columbia

23. **THIS COURT ORDERS** that, for greater certainty, those lands and premises defined in Schedule C hereto as the BC Properties (the "**BC Properties**") be sold to Acquireco, and that the BC Properties, together with all buildings, fixtures, systems, interests, licences, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, do vest in Acquireco in fee simple, free from all encumbrances, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject to

the real property permitted encumbrances relating to the BC Properties listed in Schedule E hereto, upon the filing of the Monitor's Certificate.

24. **THIS COURT ORDERS** that the BC Properties do vest in Acquireco as set out herein, and that all of the encumbrances registered against the titles to the BC Properties, including but not limited to the real property encumbrances relating to the BC Properties and listed in Schedule E hereto, but subject to the real property permitted encumbrances relating to the BC Properties listed in Schedule E hereto, be discharged immediately upon the registration in the appropriate Land Title Offices of a certified copy of the Order made upon this Motion, together with a letter from Bull, Housser & Tupper LLP, permitting registration of the Order made upon this Motion.

Saskatchewan

25. **THIS COURT ORDERS** that, pursuant to the Acquisition Agreement, upon payment of the required registration fee, the Registrar of Titles of the Saskatchewan Land Titles Registry is hereby authorized and directed pursuant to Section 109 of *The Land Titles Act, 2000* S.S. 2000, c. L-5.1 and Section 6.5 of *The Land Titles Conversion Facilitation Regulations, c. L-5.1, Reg. 2* to cancel the existing titles to the Saskatchewan Properties identified in Schedule C and the new titles to such Saskatchewan Properties shall be issued in the name of Acquireco, free and clear of all real property encumbrances related to the Saskatchewan Properties listed in Schedule D, subject only to the real property permitted encumbrances related to the Saskatchewan Properties listed in Schedule E.

Quebec

26. **THIS COURT ORDERS AND DIRECTS**, in order to give effect to this Order prior to closing of the Transactions, CPI and Acquireco to enter into a deed of transfer with respect to the Quebec Property (as defined in Schedule C), upon the same terms and conditions substantially as those set forth in the draft deed of transfer attached hereto as Schedule F (the "**Deed of Transfer**"), which Deed of Transfer shall be effective upon the delivery of the Monitor's Certificate to Acquireco.

27. **THIS COURT ORDERS AND DIRECTS**, in order to give effect to this Order prior to closing of the Transaction, CIBC Mellon Trust Company to execute a deed of mainlevée with respect to the real property encumbrances listed in Schedule D relating to only the Quebec Property, subject only to the real property permitted encumbrances related to the Quebec Property listed in Schedule E (the “**Deed of Mainlevée**”), which Deed of Mainlevée shall be effective only upon the delivery of the Monitor’s Certificate to Acquireco.

28. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the parties to the Acquisition Agreement are authorized and permitted to disclose and transfer to Acquireco all human resources and payroll information in the LP Entities’ records pertaining to the LP Entities’ past and current employees. The recipient of such information shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the applicable party to the Acquisition Agreement.

29. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the LP Entities or any of the Senior Lenders (herein collectively the “**Vesting Entities**”) and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Vesting Entities;

(i) the entering into of the Acquisition Agreement; (ii) the vesting of rights, titles and interests as set out in paragraph 15 above and (iii) the assignment of the Contracts (as defined below) pursuant to this Order, shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Vesting Entities and shall not be void or voidable by creditors of any of the Vesting Entities, nor shall any of them constitute nor be deemed to be a settlement, fraudulent

preference, assignment, fraudulent conveyance or transfer at undervalue under the *Bankruptcy and Insolvency Act* (Canada), the CCAA or any other applicable federal or provincial legislation, nor shall any of them constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

30. **THIS COURT ORDERS AND DECLARES** that the Plan, the Credit Acquisition and the other transactions contemplated thereby are exempt from the application of the *Bulk Sales Act* (Ontario) and any equivalent or applicable legislation under any other province or territory in Canada.

PLAN IMPLEMENTATION

31. **THIS COURT ORDERS** that upon delivery of the Monitor's Credit Bid Sanction Certificate, the LP Entities, Acquireco, the Administrative Agent, the Collateral Agent (as defined below) and the Monitor shall be authorized and directed to take all steps and actions and execute such additional documents (and with respect to the LP Entities Doug Lamb or Kevin Bent shall be authorized and directed to execute such additional documents on behalf of the LP Entities) as may be necessary or appropriate (as determined by each party in consultation with the other parties) to implement the Plan, the Credit Acquisition and the Transactions in accordance with and subject to their terms and such steps and actions are hereby approved.

SENIOR SECURED CLAIMS

32. **THIS COURT ORDERS** that, without limiting the Initial Order, for the purposes of the Plan the Principal amount of the Senior Secured Claims shall be determined in accordance with the claims process set out at paragraph 68 of the Initial Order. To the extent that any Senior Lender (the "Claimant") asserts a claim in respect of Other Amounts that arose after the Filing Date but prior to the date of this Order (a "Post-Filing Other Amounts Claim"):

- (a) such Claimant shall within ten (10) Business Days from the making of this Order, send to the Monitor (with a copy to the LP Entities and the Administrative Agent) a notice (the "Claim Notice") setting out the amount of its Post-Filing Other

Amounts Claim in the form attached hereto as Schedule "G". If no such notice is received by the Monitor from the Claimant within ten (10) Business Days of the making of this Order, the Claimant's Post-Filing Other Amounts Claim shall be and is hereby for the purposes of the Plan extinguished and forever barred;

- (b) if the Monitor, with the consent of the Administrative Agent acting in consultation with the Steering Committee, confirms the Post-Filing Other Amounts Claim set out in the Claim Notice or if the Monitor, with the consent of the Administrative Agent acting in consultation with the Steering Committee, does not deliver a Notice of Dispute, indicating that the Monitor disputes the Post-Filing Other Amounts Claim within five (5) Business Days of receipt of the Claim Notice, then the amount set out in the Claim Notice shall be deemed to be finally determined ("**Finally Determined**") and accepted for the purpose of calculating the Claimant's entitlement to distributions under the Senior Lenders CCA Plan;
- (c) if the Monitor delivers a Notice of Dispute in accordance with subparagraph (b) above, then the Monitor, the Administrative Agent and the particular Senior Lender shall have five (5) Business Days from the date of delivery of the Notice of Dispute to reach an agreement in writing as to the Post-Filing Other Amounts Claim that is subject to the Notice of Dispute, in which case such agreement shall govern and the Post-Filing Other Amounts Claim shall be deemed to be Finally Determined in accordance with the agreement;
- (d) if a Notice of Dispute is unable to be resolved in the manner and within the time period set out in subparagraph (c) above, then the Claim of such Claimant shall for the purposes of the Plan be determined by the Court on a motion for advice and directions brought by the Monitor (the "**Dispute Motion**") on notice to the Administrative Agent and all other interested parties. The Monitor and the Claimant shall each use reasonable efforts to have the Dispute Motion, and any appeals therefrom, disposed of on an expedited basis with a view to having the Post-Filing Other Amounts Claim of the Claimant Finally Determined on a timely basis.

If there are any Senior Secured Claims (including for greater certainty, for Principal or Other Amounts) or any portion thereof that have not been Finally Determined pursuant to the terms of the Initial Order or this Order (an “**Unresolved Senior Claim**”), as of the Credit Acquisition Plan Implementation Date, the Monitor shall establish a Unresolved Senior Claims Reserve. The Unresolved Senior Claims Reserve shall be comprised of Acquireco Debt, Acquireco Equity and cash reserved out of the LP Entity Cash and Cash Equivalents. The aggregate value of the Acquireco Debt and Acquireco Equity to be included in the Unresolved Senior Claims Reserve shall be equal to the value of Acquireco Debt and Acquireco Equity that would have been distributed in respect of the Unresolved Senior Claims if the full amounts of such Unresolved Senior Claims were Proven Senior Secured Claims on the Credit Acquisition Plan Implementation Date. The aggregate amount of the cash to be included in the Unresolved Senior Claims Reserve shall be equal to the amount of all Unpaid Interest on Unresolved Senior Claims as of the Credit Acquisition Plan Implementation Date that would have been paid to the Senior Lenders holding such Unresolved Senior Claims if the full amounts of such Unresolved Senior Claims were Proven Senior Secured Claims on the Credit Acquisition Plan Implementation Date.

33. **THIS COURT ORDERS** that provided that the Monitor receives from the LP Entities and Acquireco, respectively, the cash and Acquireco Debt and Acquireco Equity required for the Monitor to establish the Unresolved Senior Claims Reserve in accordance with the Plan, not later than fifteen days (or such later date as may be specified by Order of the Court) following the Final Determination Date, the Monitor shall distribute from the Unresolved Senior Claims Reserve:

- (a) to the Persons entitled in accordance with the Plan and the Acquireco Capitalization Term Sheet, Acquireco Debt and Acquireco Equity in respect of any Senior Secured Claims that were Unresolved Senior Claims on the Credit Acquisition Plan Implementation Date and that subsequently became Proven Senior Secured Claims, together with any interest, dividends, distributions or other payments actually received by the Monitor on account or in respect thereof;
- (b) following the distribution referred to in subparagraph (a) above, any balance of Acquireco Debt and Acquireco Equity that forms part of the Unresolved Senior

Claims Reserve shall be distributed to the Persons entitled in accordance with the Plan and the Acquireco Capitalization Term Sheet such that all Acquireco Debt and Acquireco Equity shall have been distributed in accordance with the Plan and the Acquireco Capitalization Term Sheet and any interest, distributions or other payments actually received by the Monitor on account or in respect of the Acquireco Debt and Acquireco Equity referred to in this subparagraph (b) shall be distributed to the Persons receiving the applicable Acquireco Debt or Acquireco Equity pursuant to this subparagraph (b),

- (c) to the Persons entitled in accordance with the Plan and the Acquireco Capitalization Term Sheet, cash in an amount equal to the aggregate amount of all Unpaid Interest on Senior Secured Claims that were Unresolved Senior Claims on the Credit Acquisition Plan Implementation Date that subsequently became Proven Senior Secured Claims, together with any interest actually received by the Monitor on account or in respect thereof, and following this distribution, any balance of cash that forms part of the Unresolved Senior Claims Reserve together with any interest actually received by the Monitor on account or in respect thereof shall be paid to Acquireco.

For the purposes of calculating the various distributions to be made pursuant to this paragraph 33, each Senior Lender's Pro Rata Share shall be calculated as if (i) the Senior Secured Claims that became Proven Senior Secured Claims after the Credit Acquisition Plan Implementation Date were Proven Senior Secured Claims and not Unresolved Senior Claims on the Credit Acquisition Plan Implementation Date, (ii) the Unresolved Amount was zero as of the Credit Acquisition Plan Implementation Date, and (iii) Unpaid Interest on Senior Secured Claims that became Proven Senior Secured Claims after the Credit Acquisition Plan Implementation Date was paid on the Credit Acquisition Plan Implementation Date.

EFFECT OF PLAN IMPLEMENTATION

34. **THIS COURT ORDERS** that, effective on the Credit Acquisition Plan Implementation Date each Senior Secured Claim shall be dealt with in accordance with the Plan and the ability of

the holder of a Senior Secured Claim (other than Acquireco) to proceed against the LP Entities or the LP Property (including any amounts now or hereafter held by the Monitor in respect of the LP Entities) in respect of a Senior Secured Claim and all suits, actions, proceedings or other enforcement processes by the holder of a Senior Secured Claim (other than Acquireco) with respect to, in connection with or relating to such Senior Secured Claims are permanently stayed and restrained, subject only to the right of the holder of such a Senior Secured Claim to receive distributions in accordance with the Plan.

35. **THIS COURT ORDERS AND DECLARES** that, effective on the Credit Acquisition Plan Implementation Date, all Senior Secured Claims determined in accordance with the Plan, the Initial Order and this Order are final and binding on the LP Entities, the Monitor and all Senior Lenders and that, as of the Credit Acquisition Plan Implementation Date, the Plan shall enure to the benefit of and be binding upon the Senior Lenders and all other Persons affected thereby and their respective heirs, administrators, executors, legal personal representatives, successors and assigns.

36. **THIS COURT ORDERS** that, upon the delivery of the Monitor's Credit Bid Sanction Certificate and except as provided in the terms of the Plan and subject to the restrictions in Section 11.3 of the CCAA, the LP Entities will be authorized and directed to assign all contracts, leases, agreements and other arrangements of which Acquireco takes an assignment on closing pursuant to the terms of the Acquisition Agreement (the "**Contracts**") and that, subject to Section 11.3 of the CCAA and the giving of notice to the counterparties of such Contracts in accordance with paragraph 47 below, such assignments are hereby approved and are valid and binding upon the counterparties notwithstanding any restriction or prohibition on assignment contained in such Contract.

37. **THIS COURT ORDERS** that from and after the Credit Acquisition Plan Implementation Date, subject to the CCAA, all Persons shall be deemed to have waived all defaults then existing or previously committed by the LP Entities under, or caused by the LP Entities under, and the non-compliance by the LP Entities with, any of the Contracts arising solely by reason of the insolvency of the LP Entities or as a result of any actions taken pursuant to the Plan or in these proceedings, and all notices of default and demands given in connection

with any such defaults under, or non-compliance with, the Contracts shall be deemed to have been rescinded and shall be of no further force or effect.

ROLE OF THE MONITOR

38. **THIS COURT ORDERS** that, notwithstanding any other terms of this Order or of the Plan, the appointment of the Monitor pursuant to the terms of prior Orders made by this Honourable Court shall not expire or terminate on the Credit Acquisition Plan Implementation Date and shall continue for purposes of the following:

- (a) the completion by the Monitor of all of its duties in connection with the Plan; and
- (b) the completion by the Monitor of all other matters for which it is responsible in these proceedings and pursuant to the Plan, the Initial Order and the CCAA.

39. **THIS COURT ORDERS** that all claims of any Person, whether such claims are direct, indirect, derivative or otherwise, against the Monitor arising from or relating to the services provided by the Monitor in respect of the LP Entities prior to the date of this Order, save and except claims of gross negligence or wilful misconduct, shall be and are hereby forever barred from enforcement and are extinguished.

40. **THIS COURT ORDERS** that the Monitor shall be discharged of its duties and obligations with respect to the LP Entities pursuant to the Plan, this Order and all other Orders made in these proceedings with respect to the LP Entities from time to time upon the filing with this Honourable Court of a certificate of the Monitor certifying that the matters set out in paragraph 38 above are completed to the best of the Monitor's knowledge.

CHARGES

41. **THIS COURT ORDERS** that, on the Credit Acquisition Plan Implementation Date following the making of the Cash Reserve Order and the establishment of the Cash Reserve in

accordance with the Plan, all charges against the LP Entities or the LP Property created by the Initial Order or any subsequent Orders shall be terminated, discharged and released.

42. **THIS COURT ORDERS AND DECLARES** that, notwithstanding any of the terms of the Plan or this Order, the LP Entities shall not be released or discharged from its obligations to pay the fees and expenses of the Monitor, the Monitor's counsel or the LP Entities' counsel in respect of the Plan and the implementation thereof, which obligations shall be in addition to any such obligations under the Plan.

RELEASES, EXCULPATION AND LIMITATION OF LIABILITY

43. **THIS COURT ORDERS** that on the Credit Acquisition Plan Implementation Date, the LP Entities shall be deemed to have released each of the Senior Lenders, each individual, corporation or other entity that was at any time a Senior Lender, each member and former member of the Steering Committee or any other committee of holders of Senior Secured Claims, the Administrative Agent, the DIP Lenders, Acquireco and the Collateral Agent, and their respective agents, affiliates, directors, officers, employees, and representatives, including counsel and its financial advisor (collectively, the "Indemnitees") and the Monitor, from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether based on contract, negligence or other tort, fiduciary duty, common law, equity, statute or otherwise, whether known or unknown, whether foreseen or unforeseen, arising on or before the Credit Acquisition Implementation Date (other than any claims, obligations, rights, causes of action, and liabilities arising from fraud as determined by a final judgment of a court of competent jurisdiction) which such LP Entities may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Senior Credit Agreement, Hedging Agreements, Collateral Agency Agreement or Senior Secured Claims.

44. **THIS COURT ORDERS** that on the Credit Acquisition Plan Implementation Date the Senior Lenders shall be deemed to have released the Monitor and the present and former officers and directors of the LP Entities from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the Credit Acquisition Plan Implementation Date, which such

Senior Lenders may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Senior Credit Agreement, Hedging Agreements, Collateral Agency Agreement or Senior Secured Claims, provided that nothing herein will release any of the present or former officers or directors of the LP Entities in respect of any claim, obligations right, cause of action, or liability referred to in section 5.1(2) of the CCAA.

45. **THIS COURT ORDERS** that none of the LP Entities, the Monitor, the Administrative Agent, the Senior Lenders, Acquireco, any individual, corporation or other entity that was at any time formerly a Senior Lender, the Steering Committee or any other committee of holders of Senior Secured Claims, the DIP Lenders, Collateral Agent, or any of their respective present or former members, officers, directors, employees, direct or indirect advisors, attorneys, or agents, shall have or incur any liability to any holder of a Senior Secured Claim, or any of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the LP Entities' CCAA proceedings initiated by the Initial Order, formulating, negotiating or implementing the Plan or the Support Agreement, the solicitation of acceptances of the Plan or the Support Agreement, the pursuit of confirmation of the Plan, the confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their wilful misconduct, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan.

46. **THIS COURT ORDERS** that the LP Entities hereby jointly and severally fully indemnify each of the Indemnitees against any manner of actions, causes of action, suits, proceedings, liabilities and claims of any nature, costs and expenses (including reasonable legal fees) which may be incurred by such Indemnitee or asserted against such Indemnitee arising out of or during the course of, or otherwise in connection with or in any way related to, the negotiation, preparation, formulation, solicitation, dissemination, implementation, confirmation and consummation of the Plan, other than any liabilities to the extent arising from the gross negligence or willful or intentional misconduct of any Indemnitee or any breach by Acquireco of the terms of the Acquisition Agreement as determined by a final judgment of a court of

competent jurisdiction. If any claim, action or proceeding is brought or asserted against an Indemnitee in respect of which indemnity may be sought from any of the LP Entities, the Indemnitee shall promptly notify the LP Entities in writing, and the LP Entities may assume the defence thereof, including the employment of counsel reasonably satisfactory to the Indemnitee, and the payment of all costs and expenses. The Indemnitee shall have the right to employ separate counsel in any such claim, action or proceeding and to consult with the LP Entities in the defence thereof and the fees and expenses of such counsel shall be at the expense of the LP Entities unless and until the LP Entities shall have assumed the defence of such claim, action or proceeding. If the named parties to any such claim, action or proceeding (including any impleaded parties) include both the Indemnitee and any of the LP Entities, and the Indemnitee reasonably believes that the joint representation of such entity and the Indemnitee may result in a conflict of interest, the Indemnitee may notify the LP Entities in writing that it elects to employ separate counsel at the expense of the LP Entities, and the LP Entities shall not have the right to assume the defence of such action or proceeding on behalf of the Indemnitee. In addition, the LP Entities shall not affect any settlement or release from liability in connection with any matter for which the Indemnitee would have the right to indemnification from the LP Entities, unless such settlement contains a full and unconditional release of the Indemnitee, or a release of the Indemnitee satisfactory in form and substance to the Indemnitee.

COMPLETION OF SCHEDULES AND AMENDMENT OF ORDER

47. **THIS COURT ORDERS** that the LP Entities are authorized and directed to (i) use their commercially reasonable efforts to work cooperatively with the Administrative Agent to complete the Schedules to this Order by not later than June 15, 2010, and (ii) as soon as practicable following the completion of the Schedules to this Order, and in any event not later than June 29, 2010, serve a motion to this Court for an Order amending this Order on notice to the counterparties to the Contracts and any Person that has registered any Canwest Books Encumbrance, Canwest GP Encumbrance, CLP Encumbrance or Encumbrance.

OTHER PROVISIONS

48. **THIS COURT ORDERS** that the AHC Transaction will have priority to management time to close that transaction. However, the LP Entities will also use reasonable efforts to comply with information requests from the Agent in accordance with the email of Alvarez & Marsal Canada ULC to the Monitor dated May 16, 2010 and such other requests in accordance with the LP Support Agreement so long as in each case they do not materially hinder or prejudice the closing of the AHC Transaction within the intended timeline. If any issues arise in relation to access to management time or other closing requirements as between the AHC Transaction and the Credit Acquisition, the parties will consult with the Monitor who will seek to resolve them. If the Monitor is unable to resolve any such issues advice and direction will be sought from the Court.

49. **THIS COURT ORDERS** that, except to the extent that the Initial Order has been varied by or is inconsistent with this Order, the Plan or any other Order in these proceedings, the provisions of Initial Order shall remain in full force and effect until the Credit Acquisition Plan Implementation Date, when all but paragraphs 65-97 of the Initial Order shall terminate. Notwithstanding the termination of certain provisions of the Initial Order, the Monitor shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in its favour, except as varied herein.

50. **THIS COURT ORDERS** that paragraphs 65-97 of the Initial Order and all other Orders made in these CCAA proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by or inconsistent with this Order, subject to paragraph 12 hereof, or any further Order of this Honourable Court.

51. **THIS COURT ORDERS** that this Court shall retain jurisdiction in respect of any matter in dispute arising out of anything relating to the interpretation or implementation of the Plan.

52. **THIS COURT ORDERS** that the LP Entities, the Monitor, Acquireco or the Administrative Agent may apply to this Honourable Court for further advice, directions or assistance as may be necessary to give effect to the terms of the Plan.

53. **THIS COURT ORDERS** that, subject to paragraphs 7 and 12, this Order shall have full force and effect in all provinces and territories in Canada and abroad and as against all other Persons against whom it may otherwise be enforceable.

54. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the LP Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the LP Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the LP Entities and the Monitor and their respective agents in carrying out the terms of this Order.

55. **THIS COURT ORDERS** that each of the LP Entities, the Monitor, Acquireco and the Administrative Agent be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

56. **THIS COURT ORDERS** that this Order shall be posted on the website maintained by the Monitor and shall only be required to be served upon those parties who have either formally entered an appearance in these proceedings or those parties who appeared at the hearing of the motion for this Order.



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

MAY 17 2010

PER / PAR: 

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**CONDITIONAL CREDIT ACQUISITION SANCTION,
APPROVAL AND VESTING ORDER**

OSLER, HOSKIN & HARCOURT LLP

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F. 1117119

APPENDIX "F"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MADAM) MONDAY, THE 17th DAY
)
JUSTICE PEPALL) OF MAY, 2010



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

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

APPLICANTS

CREDITORS' MEETING ORDER

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

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

SERVICE

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

DEFINITIONS

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

PLAN OF COMPROMISE OR ARRANGEMENT

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

FORMS OF DOCUMENTS

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

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

NOTICE TO AFFECTED CREDITORS

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

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

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

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

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

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

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

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

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

SUBORDINATED LENDERS' CLAIMS PROCESS

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

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

- (ii) concurrently with the delivery of the Notice of LP Subordinated Lender Pro Rata Claims to the LP Entities, the LP Subordinated Agent shall post a copy of the Notice of LP Subordinated Lender Pro Rata Claims to one of the IntraLinks websites (the “**LP Subordinated Lenders’ Website**”) maintained by the LP Subordinated Agent for the benefit of the LP Subordinated Lenders.

- (b) Each of the LP Subordinated Lenders holding LP Subordinated Lender Claims shall no later than 5:00 p.m. (Toronto time) on May 27, 2010 advise the Monitor (with a copy to the Agent) whether such LP Subordinated Lender’s *pro rata* share of the principal amount of the LP Subordinated Lender Claims set out in the Notice of LP Subordinated Lender Pro Rata Claims is not accurate by sending a Notice of Dispute – LP Subordinated Lender Pro Rata Claims substantially in the form attached hereto as Schedule “G”. If an LP Subordinated Lender fails to file a Notice of Dispute – LP Subordinated Lender Pro Rata Claims before 5:00 p.m. (Toronto time) on May 27, 2010 then such LP Subordinated Lender shall be deemed to have confirmed its *pro rata* share of the LP Subordinated Lender Claims as set out in the Notice of LP Subordinated Lender Pro Rata Claims is accurate.

- (c) If the principal amount of a LP Subordinated Lender’s LP Subordinated Lender Claim is confirmed by such LP Subordinated Lender pursuant to paragraph 11(b) then the amount designated in the Notice of LP Subordinated Lender Pro Rata Claims to be such LP Subordinated Lender’s *pro rata* share of the Subordinated Lender Claims shall be deemed to be finally determined (“**Finally Determined**”) and accepted as the Proven Claim of such LP Subordinated Lender for the purposes of voting and for calculating the entitlement to distribution under the Plan in respect of the LP Subordinated Lender Claims.

- (d) If a Notice of Dispute – LP Subordinated Lender Pro Rata Claims is delivered pursuant to paragraph 11(b), then the applicable LP Subordinated Lender, the Monitor, the LP Entities and the LP Subordinated Agent shall no later than 5:00 p.m. (Toronto time) on June 3, 2010 reach an agreement in writing as to the

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

- (e) If a Notice of Dispute – LP Subordinated Lender Pro Rata Claims is unable to be resolved in the manner and within the time period set out in paragraph 11(d) above, then the Claim of such Disputing Claimant shall be determined by the Court on a motion for advice and directions brought by the Monitor (the “**LP Subordinated Lender Dispute Motion**”) on notice to all interested parties. The Monitor and the Disputing Claimant shall each use reasonable efforts to have the LP Subordinated Lender Dispute Motion, and any appeals therefrom, disposed of on an expedited basis with a view to having the Claim of the Disputing Claimant Finally Determined on a timely basis.
- (f) If the amount of an LP Subordinated Lender Claim held by an LP Subordinated Lender is the subject of a Notice of Dispute – LP Subordinated Lender Pro Rata Claims and is not Finally Determined on or before June 7, 2010, or three days prior to the adjournment of any Creditor's Meeting, then for the purposes of voting, such an LP Subordinated Lender shall be deemed to have an accepted LP Subordinated Lender Claim for voting purposes (an “**Accepted LP Subordinated Lender Voting Claim**”) equal to the amount of its *pro rata* share of the LP Subordinated Lender Claims set out in the Notice of LP Subordinated Lender Pro Rata Claims.
- (g) The amount of accrued interest owing to the LP Subordinated Lenders as Finally Determined pursuant to the terms of the Amended Claims Procedure Order will be attributed to the individual LP Subordinated Lender on a *pro rata* basis for the ^{as} ~~determined~~ ^{determined} purposes of each ~~Beneficial Owner's Claim.~~ ^{LP Subordinated Lender's Claim. ✓} pursuant to this Order.

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

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

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

LP NOTEHOLDERS’ CLAIMS AND VOTING

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

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

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

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

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

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

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

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

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

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

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

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

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

DELIVERY OF PROXIES TO THE MONITOR

24. **THIS COURT ORDERS** that:

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

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

CONDUCT AT THE CREDITORS' MEETING

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

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

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

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

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

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

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

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

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

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

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

VOTING PROCEDURE

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

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

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

SANCTION HEARING

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

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

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

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

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

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

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

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

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

ASSISTANCE OF OTHER COURTS

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

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

MAY 18 2010

PER / PAR: 



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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

CREDITORS' MEETING ORDER

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

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

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

Lawyers for the Applicants

F. 1117119

APPENDIX "G"

**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. (collectively, the "APPLICANTS")**

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

NOTICE IS HEREBY GIVEN that the LP Entities have filed with the Ontario Superior Court of Justice (Commercial List) (the "Court") a plan of compromise or arrangement dated May 20, 2010 (as amended from time to time, the "Plan") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA").

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

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

NOTICE IS ALSO HEREBY GIVEN that a meeting of the Affected Creditors (the "Creditors' Meeting") will be held in the Simcoe-Dufferin Room at the Sheraton Centre Toronto Hotel, 123 Queen Street West, Toronto, Ontario, Canada, on June 10, 2010 beginning at 10 o'clock a.m. (Toronto time), for the purpose of considering and, if thought advisable by Affected Creditors, voting in favour of, with or without variation, a resolution to approve the Plan and to transact such other business as may properly come before the Creditors' Meeting or any adjournment thereof. The Creditors' Meeting is being held pursuant to an Order of the Court made on May 17, 2010 by the Honourable Madam Justice Pepall (the "Creditors' Meeting Order").

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

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

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

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

Any Affected Creditor, other than beneficial owners of any of the 9.25% senior subordinated notes due July 2015 issued by Canwest Limited Partnership (collectively, the "LP Noteholders") and Affected Creditors that have elected to receive the Cash Elected Amount, who is entitled to vote at the Creditors' Meeting but is unable to attend the Creditors' Meeting is requested to date, sign and return a proxy by courier, e-mail or fax. In order to be used at the Creditors' Meeting, a proxy must be received by the Monitor, at the address below, at any time prior to 5:00 o'clock p.m. (Toronto time) on June 7, 2010 or 5:00 o'clock p.m. three (3) business days in advance of any adjournment of the Creditors' Meeting. LP Noteholders should follow the voting instructions on the forms that they receive and contact their intermediaries promptly if they require assistance.

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

FTI Consulting Canada Inc., Court-Appointed Monitor of the LP Entities
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario, M5K 1G8

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

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

APPENDIX "H"

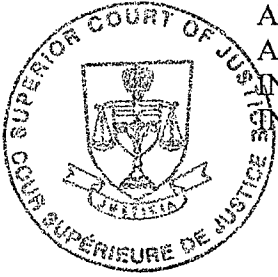
**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) MONDAY, THE 12th 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, rescission, 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, rescission, 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.

A handwritten signature in black ink, appearing to read "J. Spall", is written over a horizontal line.

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

APR 12 2010

PER / PAR:

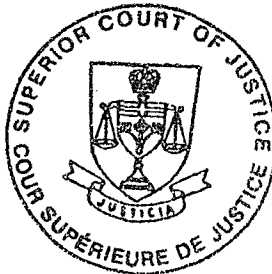
A small, handwritten signature in black ink, possibly initials, is written next to the "PER / PAR:" label.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
MADAM JUSTICE PEPALL) MONDAY, THE 17th DAY
) OF MAY, 2010

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

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



APPLICANTS

AMENDED 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 Societe en Commandite (“**Canwest LP**”, collectively and together with the Applicants, the “**LP Entities**”, and each an “**LP Entity**”), for an order amending the procedure for the identification and quantification of certain claims against the LP Entities that was established pursuant to an order dated April 12, 2010 was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Douglas E.J. Lamb sworn May 10, 2010, the Seventh Report of FTI Consulting Canada Inc. (the “**Monitor’s Seventh Report**”) 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 ad hoc committee of holders of 9.25% notes issued by Canwest Limited Partnership, The Bank of Nova Scotia in its capacity as Administrative Agent (the “**Agent**”) for the LP Senior Lenders (as defined below), the court-appointed 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 and amending a claims process for the LP Entities (the “**LP Amended 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”**);
 - (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 Amended Claims Procedure Order (each, a **“Restructuring Period Claim”**, and collectively, the **“Restructuring Period Claims”**);
 - (iii) any right or claim of any Person against one or more of the Directors or

Officers of one or more of the LP Entities 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 LP Entity are by statute or otherwise by law liable to pay in their capacity as Directors or Officers or in any other capacity including, for greater certainty, any claim against a Director or Officer that may be secured by the LP Directors' Charge, but excluding any claims by the LP Senior Lenders (as defined herein) (each a "Director/Officer Claim", and collectively, the "**Directors/Officers Claims**");

other than Excluded Claims;

- (g) "**Claims Officer**" means the individuals designated by the Court pursuant to paragraph 11 of this LP Amended 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) "**Creditors' Meeting Order**" means the Order of this Honourable Court dated May 17, 2010 establishing procedures for the call and conduct of a meeting of creditors of the LP Entities;
- (j) "**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;
- (k) "**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 Amended Claims Procedure Order or the Creditors' Meeting Order, as applicable, and the CCAA;
- (l) "**Employee Claim**" any claim by an employee or former employee of the LP Entities arising out of the employment of such employee or former employee by

the LP Entities that relates to a Prefiling Claim or a Restructuring Period Claim other than an Excluded Claim or any employee-related liabilities that are being assumed by the Purchaser pursuant to the Purchase Agreement (each, an “**Employee Claim**”);

- (m) “**Excluded Claim**” means (i) claims secured by any of the Charges as defined in the Initial Order, (ii) Insured Claims, (iii) all Grievances or claims that can only be advanced in the form of a Grievance pursuant to the terms of a collective bargaining agreement, (iv) all claims by the LP Senior Lenders (as defined herein), including Director/Officer Claims (v) all claims of the LP DIP Lenders against the LP Entities pursuant to the LP DIP Definitive Documents, (vi) Intercompany Claims, and (vii) all claims of The Bank of Nova Scotia arising from the provision of cash management services to the LP Entities;
- (n) “**Filing Date**” means January 8, 2010;
- (o) “**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;
- (p) “**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;
- (q) “**Insured Claim**” means that portion of a Claim, other than a Director/Officer 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;
- (r) “**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;
- (s) “**LP Claims Bar Date**” means 5:00 p.m. on May 7, 2010;
- (t) “**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;

- (u) **“LP Claims Procedure Order”** means the Order of this Honourable Court dated April 12, 2010 that is hereby amended by this LP Amended Claims Procedure Order
- (v) **“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;
- (w) **“LP CRA”** means CRS Inc. in its capacity as the court-appointed Chief Restructuring Advisor of the LP Entities;
- (x) **“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;
- (y) **“LP Director/Officer Claims Bar Date”** means 5:00 p.m. (Toronto time) on June 3, 2010;
- (z) **“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);
- (aa) **“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%;

- (bb) “**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;
- (cc) “**LP Noteholders**” means the holders of the LP Notes;
- (dd) “**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;
- (ee) “**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;
- (ff) “**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;
- (gg) “**LP Notice of Amended Claims Procedure**” means the notice for publication by the LP Entities or the Monitor as described in paragraph 16.1 hereof, substantially in the form attached hereto as Schedule “F”, advising of the amendments to the LP Claims Procedure;
- (hh) “**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;
- (ii) “**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”;
- (jj) “**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;

- (kk) **"LP Restructuring Period Claims Bar Date and Employee Claims Bar Date"** means 5:00 p.m. (Toronto time) on June 3, 2010;
- (ll) **"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;
- (mm) **"LP Senior Lenders"** means the LP Hedging Creditors and the LP Secured Lenders;
- (nn) **"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;
- (oo) **"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);
- (pp) **"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;
- (qq) **"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;

- (rr) “**LP Subordinated Lenders**” means the syndicate of lenders that are parties to the LP Senior Subordinated Credit Agreement;
- (ss) “**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;
- (tt) “**Meeting Materials**” means those materials prepared by the LP Entities and in advance of a Meeting and including, among other things, copies of a notice of the Meeting, the Plan, the Creditors’ Meeting Order and a form of proxy;
- (uu) “**Monitor**” means FTI Consulting Canada Inc., as court-appointed Monitor in the CCAA proceeding of the LP Entities;
- (vv) “**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 LP Entities;
- (ww) “**Pension Claim**” means any claim under the pension plans of the LP Entities as identified in the Initial Order Affidavit;
- (xx) “**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;
- (yy) “**Prefiling Claim**” has the meaning ascribed to that term in paragraph 2(f)(i) of this LP Amended Claims Procedure Order;
- (zz) “**Proven Claim**” means the Claim of an LP Creditor as established and determined pursuant to the terms of this LP Amended Claims Procedure Order for purposes of voting and distribution under any Plan;

- (aaa) **“Purchase Agreement”** means the asset purchase agreement dated as of May 10, 2010 between 7535538 Canada Inc., CW Acquisition Limited Partnership, Canwest Books Inc., Canwest (Canada) Inc., Canwest Publications Inc./Publications Canwest Inc. and Canwest Limited Partnership/Canwest Societe en Commandite;
- (bbb) **“Purchaser”** means CW Acquisition Limited Partnership pursuant to the AHC APA;
- (ccc) **“Restructuring Period Claim”** has the meaning ascribed to that term in paragraph 2(f)(ii) of this LP Amended Claims Procedure Order;
- (ddd) **“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;
- (eee) **“SISP”** means the Sale and Investor Solicitation Process being carried out pursuant to the terms of the SISP Procedures;
- (fff) **“SISP Procedures”** means the Procedures for the Sale and Investor Solicitation Process, as amended, in the form attached as Schedule “A” to the Initial Order, as amended;
- (ggg) **“Subordinated Agent”** means The Bank of Nova Scotia, as Administrative Agent under the LP Senior Subordinated Credit Agreement;
- (hhh) **“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; for greater certainty, Termination and Severance Claims do not include any employee claims that could be advanced as a Grievance pursuant to the terms of an applicable collective bargaining agreement;
- (iii) **“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;

(jjj) “**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 Amended 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 Amended 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 Amended 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 Amended Claims Procedure Order.

NOTICE OF CLAIMS

16. **THIS COURT ORDERS** that forthwith after April 12, 2010 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*.
- 16.1 **THIS COURT ORDERS** that forthwith after the date of this LP Amended Claims Procedure Order, the LP Entities or the Monitor shall publish the LP Notice of Amended Claims Procedure, for at least two (2) Business Days in the *National Post*, *The Globe and Mail* (National Edition) and *La Presse*.
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, an Employee Claim or a Director/Officer 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 to the extent any LP Creditor requests such documents, the Monitor shall forthwith send an LP Claims Package, direct the LP Creditor to the documents posted on the Monitor's website or otherwise respond to the request for the LP Claims Package as may be appropriate in the circumstances.

NOTICE OF RESTRUCTURING PERIOD CLAIMS, EMPLOYEE CLAIMS AND DIRECTOR/OFFICER CLAIMS

21. **THIS COURT ORDERS** that to the extent that an LP Claims Package has not already been delivered to such LP Creditor pursuant to paragraph 17 hereof, the LP Entities shall deliver an LP Claims Package to each LP Creditor with a Restructuring Period Claim and each LP Creditor with an Employee Claim as soon as practicable after the LP Entities have knowledge of the Restructuring Period Claim or the Employee Claim and, in any event, no later than May 21, 2010.

FILING OF PROOFS OF CLAIM

22. **THIS COURT ORDERS** that any LP Creditor asserting a Claim against the LP Entities or any Director or Officer thereof shall file an LP Proof of Claim with the Monitor on or before the LP Claims Bar Date, the LP Restructuring Period Claims Bar Date and

Employee Claims Bar Date or the LP Director/Officer 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, the LP Restructuring Period Claims Bar Date and Employee Claims Bar Date or the LP Director/Officer 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/or the Directors or Officers thereof 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 with the assistance of the Monitor and in consultation with the LP CRA, the LP Entities shall review all LP Proofs of Claim received by the LP Claims Bar Date, the LP Restructuring Period Claims Bar Date and Employee Claims Bar Date or the LP Director/Officer 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, an Employee Claim or a Director/Officer Claim, the LP Entities shall by no later than May 31, 2010, 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, an Employee Claim or a Director/Officer Claim, the LP Entities shall by no later than June 21, 2010, 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, Employee Claim or Director/Officer 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, an Employee Claim or a Director/Officer 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 June 10, 2010, or such other date as may be agreed to by the Monitor. In the case of an LP Creditor with a Restructuring Period Claim, an Employee Claim or a Director/Officer Claim, such LP Creditor shall deliver an LP Notice of Dispute of Revision or Disallowance before June 30, 2010.

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 and any Director or Officer if the Claim is asserted as against them, 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, any Director or Officer to the extent that a Claim is asserted as against them, and such LP Creditor, as soon as practicable.
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 and the Monitor) either:

- (a) accept the LP Creditor's determination of the value of the Voting Claim as set out in the applicable LP Proof 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 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) subject to the written consent of the Purchaser, 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 any of LP Creditor, a Director or Officer to the extent that a Claim is asserted as against them, or an LP Entity may, within two (2) Business 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 five (5) Business 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 no 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 AHC Transaction (as defined in the Monitor's Seventh Report);
- (b) after the closing of the AHC Transaction (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.

For greater certainty, in the event that the AHC Transaction is not approved or is otherwise terminated, no further steps shall be taken for the purpose of adjudicating or resolving the Claims.

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 Amended Claims Procedure Order until May 27, 2010 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 Amended 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 5:00 p.m. (Toronto time) on May 27, 2010, 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 Amended 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 Amended Claims Procedure Order, serve and deliver the LP Claims Package, the Meeting Materials, 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 Amended Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this LP Amended 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 Amended 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 Amended Claims Procedure Order.

42. **THIS COURT ORDERS** that in the event that this LP Amended 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 Amended 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 Amended 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, LP Restructuring Period Claims Bar Date and Employee Claims Bar Date or LP Director/Officer 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 Amended Claims Procedure Order.

Stu Epall, J.

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

MAY 17 2010

PER / PAR: Ch

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AMENDED CLAIMS PROCEDURE ORDER

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Lawyers for the Applicants

F. 1117119

APPENDIX "I"

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

RE: NOTICE OF AMENDED CLAIMS PROCEDURE IN COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA") PROCEEDINGS

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice made May 17, 2010 (the "**Amended Claims Procedure Order**"), certain amendments were made to the Order dated April 12, 2010 that established procedures (the "**Claims Procedure**") for the determination of certain claims against the LP Entities.

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

THE AMENDED CLAIMS PROCEDURE ORDER calls for additional claims against the LP Entities, including certain claims (i) by employees or former employees of the LP Entities arising out of the employment of such employees by the LP Entities (the "**Employee Claims**") and (ii) against the directors and officers of the LP Entities (the "**Director/Officer Claims**").

THE CLAIMS BAR DATE for Restructuring Period Claims, Employee Claims, and Director/Officer Claims is **5:00 p.m. (Toronto Time) on June 3, 2010**. 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 Package. LP Proofs of Claim must be filed with the Monitor on or before the LP Claims Bar Date, the LP Restructuring Period Claims and Employee Claims Bar Date or the Director/Officer Claims Bar Date.

HOLDERS OF CLAIMS that do not file an LP Proof of Claim by the applicable claims bar date 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.

EMPLOYEES OR FORMER EMPLOYEES that may have claims against the LP Entities pursuant to the Amended Claims Procedure Order, may contact Court-appointed representative counsel for further information at 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

NOTICE TO CREDITORS OF Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. (collectively, the "Applicants") and Canwest Limited Partnership / Canwest Société en Commandite ("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 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

APPENDIX "J"

Appendix J

All amounts in CAD '000s ^(a)

Canwest Publishing Inc. ("CPI")

	Accepted		Settlement Pending			To Be Resolved			Claims Received After the LP Claims Bar Date	
	# of claims	Accepted Value (\$)	# of claims	Value as per Creditor (\$)	Tentative	# of claims	Value as per Company (\$)	Value as per Creditor (\$)	# of claims	Value as per Creditor (\$)
					Settlement Value (\$)					
LP Noteholder Claim	Unknown ^(b)	450,360	0	0	0	Unknown ^(b)	0	33	0	0
LP Subordinated Lenders	Unknown ^(c)	78,361	0	0	0	0	0	0	0	0
Marker Claims ^(d)	0	0	0	0	0	2 ^(f)	0	TBD	0	0
Other Claims	575	4,418	2	533,383	16,000 ^(e)	126	4,018	37,039	68 ^(g)	533,861

Canwest (Canada) Inc. ("CCI")

	Accepted		Settlement Pending			To Be Resolved			Claims Received After the LP Claims Bar Date	
	# of claims	Accepted Value (\$)	# of claims	Value as per Creditor (\$)	Tentative	# of claims	Value as per Company (\$)	Value as per Creditor (\$)	# of claims	Value as per Creditor (\$)
					Settlement Value (\$)					
LP Noteholder Claim	Unknown ^(b)	450,360	0	0	0	Unknown ^(b)	0	33	0	0
LP Subordinated Lenders	Unknown ^(c)	78,361	0	0	0	0	0	0	0	0
Marker Claims ^(d)	0	0	0	0	0	2 ^(f)	0	TBD	0	0
Other Claims	1	0	2	533,383	16,000 ^(e)	3	9	931,802 ^(h)	1	3

Canwest Books Inc. ("CBI")

	Accepted		Settlement Pending			To Be Resolved			Claims Received After the LP Claims Bar Date	
	# of claims	Accepted Value (\$)	# of claims	Value as per Creditor (\$)	Tentative	# of claims	Value as per Company (\$)	Value as per Creditor (\$)	# of claims	Value as per Creditor (\$)
					Settlement Value (\$)					
LP Noteholder Claim	Unknown ^(b)	450,360	0	0	0	Unknown ^(b)	0	33	0	0
LP Subordinated Lenders	Unknown ^(c)	78,361	0	0	0	0	0	0	0	0
Marker Claims ^(d)	0	0	0	0	0	2 ^(f)	0	TBD	0	0
Other Claims	0	0	2	533,383	16,000 ^(e)	0	0	0	0	0

Canwest Limited Partnership ("LP")

	Accepted		Settlement Pending			To Be Resolved			Claims Received After the LP Claims Bar Date	
	# of claims	Accepted Value (\$)	# of claims	Value as per Creditor (\$)	Tentative Settlement Value (\$)	# of claims	Value as per Company (\$)	Value as per Creditor (\$)	# of claims	Value as per Creditor (\$)
LP Noteholder Claim	Unknown ^(b)	450,360	0	0	0	Unknown ^(b)	0	33	0	0
LP Subordinated Lenders	Unknown ^(c)	78,361	0	0	0	0	0	0	0	0
Marker Claims ^(d)	0	0	0	0	0	2 ^(f)	0	TBD	0	0
Other Claims	23	369	2	533,383	16,000 ^(e)	21	14,571	17,559	4	105

Notes:

- (a) USD claims converted to CAD based on the on an F/X rate of 1.0344 based on the Bank of Canada Canadian/US dollar noon exchange rate in effect at the Filing Date.
- (b) Number of the 9.25% Noteholders is currently not disclosed.
- (c) Number of LP Subordinated Lenders is currently not disclosed.
- (d) Claims filed by creditors for unknown amounts.
- (e) Tentative settlement reached pending finalizing settlement documentation.
- (f) One marker claim was filed on behalf of all current and former Directors and Officers of the LP Entities. Total number of all such current and former Directors and Officers is currently unknown.
- (g) Includes claims that are "Excluded Claims" within the meaning of the Amended Claims Procedure Order. Such claims have been rejected and will not be permitted to vote or receive distributions under the AHC Plan.
- (h) Includes claims that are "Excluded Claims" within the meaning of the Amended Claims Procedure Order. Such claims have been rejected and will not be permitted to vote or receive distributions under the AHC Plan. In addition, one such claim was filed by a "Related" party within the meaning of the CCAA, which party is precluded from voting in favour of the AHC Plan.
- (i) The claims received after the LP Claims Bar Date have been rejected and disallowed in their entirety in accordance with the Amended Claims Procedure Order.

