This is Exhibit "C" to the Affidavit of THOMAS C. STRIKE sworn before me this 7th day of January, 2010.

Commissioner for Taking Affidavits

Jane Rowe Executive Vice President Global Risk Management The Bank of Nova Scotia Global Risk Management 40 King Street West, 6th Floor Toronto, Ontario Canada M5H 1H1



January 6, 2010

Mr. Leonard Asper
President and Chief Executive Officer
c/o Canwest Media Inc.
201 Portage Avenue
31st Floor
Winnipeg, Manitoba
R3B 3L7
Dear Mr. Asper:

We are writing in reply to your letter dated January 4, 2010.

Your letter was sent in your capacity as CEO of Canwest Media Inc. We note that the information provided to us makes it unclear whether you have the corporate authority to make the proposals contained in your letter on behalf of either CMI or LP.

In any event we remind you of the following facts:

- 1. LP has been in material payment default to various of its financial creditors since the end of May, 2009. It failed to pay almost \$70 million in swap termination payments due on or about June 1, 2009. It failed to pay more than \$30 million of interest due to its subordinated noteholders and the Term C Lenders. It failed to make all scheduled principal payments owed to the Senior Lenders on and after May, 2009.
- 2. The Senior Lenders are entitled to accelerate payment of the full principal amount of their loans at any time. The Forbearance Agreement entered into as of August 31, 2009 expired during November, 2009. The Agent has had the authority at any time since then to deliver notice of acceleration. It has held off doing so only because of the negotiations concerning the proposed consensual filing.
- 3. LP is insolvent. It is plain and obvious that it cannot support its massive debt, and that a transaction will have to occur that fundamentally alters the balance sheet of the newspaper business.
- 4. It is equally plain and obvious that that transaction can only be conducted through a formal court-supervised process.

- 5. In July, Canwest Global advised the Agent that it intended to file LP for CCAA relief in conjunction with CMI. It was in response to a request of the Agent that the LP filing was separated from CMI. But for that, presumably LP would have filed for relief with CMI on October 6, 2009.
- 6. LP was not in a position to commence a SISP in August, 2009. It did not have its own investment advisors, the position of the National Post was unresolved, and LP and CMI had taken no material steps towards entering into the required transitional arrangements concerning shared services. As you are well aware, it took until early November, 2009 for those matters to be resolved.
- 7. The Support Transaction (the combination of the backstop Credit Acquisition with the SISP) protects the interests of the stakeholders generally by ensuring a soft, going-concern landing for the newspaper business while permitting a thorough canvas of the market to see whether there is a superior alternative.
- 8. The SISP will ensure that there is a full, competitive auction for the newspaper business. It will also ensure that there will be a definitive resolution of the situation within a reasonable period of time which is clearly in the best interests of all LP stakeholders.
- 9. The SISP will determine what the market value of the newspaper business actually is in a clear and definitive way.
- 10. Given that LP's bank debt is very widely held, it is impractical to do a full canvas of the bank lenders outside of a formal voting process while ensuring the preservation of confidentiality. The fact that the Agent was able to get approval from 14 of 17 lenders achieving a 48% level of lock-up support (given the general market reluctance of lenders to make lock-up commitments) is actually a remarkable testament to the Senior Lenders' support for the Support Transaction.
- 11. Your comments about potential damage to the business are also unsupported. The shared services agreement entered into at the end of October, 2009 with Court approval provides for the full separation of the newspaper and television business (which was acknowledged in Court by Canwest as being necessary). If there is in fact mutual benefit in joint marketing or other initiatives, then no doubt the two independent businesses can discuss in the future whether mutually beneficial joint arrangements can be made. We understand that the 10% revenue decline is not an estimate of what will actually happen, but rather a hedge to make sure the business is properly funded and can meet financial covenants.
- 12. With the consent of the Agent, LP has funded legal counsel for the bondholders since August, 2009. No financial proposal has been made by the bondholders in the intervening five month period. They will be free (and should, given the passage of time, be well prepared) to participate in the SISP and to submit a proposal if they actually have one to make. We note further that it is our understanding that the bondholders have declined to enter into any form of confidentiality agreement, thereby precluding any ability for informed discussions.

Much more could be said. But these facts alone support the proposition that a CCAA filing for LP at this time is not "early", and that a filing is in fact in the best interests of the LP stakeholders generally.

We can understand that as you have previously mentioned, CMI could threaten to use its governance powers to delay matters in an effort to extract value for itself. That has nothing to do with the best interests of LP.

In closing, as requested by Mr. Burney, Chairman of your board, and Mr. Colter, LP's Chief Restructuring Advisor, both myself and Mr. Porter have agreed to meet with representatives of your board later today. We have agreed to do so, in our capacity as Administrative Agent to LP's Senior Secured Lenders, to outline the merits of the consensual CCAA pre-pack now before you.

We again remind you that our counsel has arranged time with Judge Pepall for Tuesday, January 12th, 2010.

Yours truly,

THE BANK OF NOVA SCOTIA

Per:

Jane Rowe

Executive Vice President

cc:

B.J. Porter, Bank of Nova Scotia.

D. Burney, Canwest Global Communications Corp.

T. Strike, Canwest Media Inc.

G. Colter, CRS Inc.

E. Sellers, Osler, Hoskin & Harcourt LLP

A. Kent, McMillan LLP