

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

APPLICANTS

**MOTION RECORD
(Returnable February 28, 2011)**

February 22, 2011

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

David R. Byers LSUC #: 22992W

Tel: (416) 869-5697

Maria Konyukhova LSUC#: 52880V

Tel: (416) 869-5230

Sarah Clarke LSUC#: 57377M

Tel: (416) 869-6835

Fax: (416) 947-0886

Lawyers for FTI Consulting Canada
Inc., in its capacity as Monitor

INDEX

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

APPLICANTS

INDEX

TAB	DESCRIPTION
I.	Notice of Motion
II.	Fifteenth Report of the Monitor
1.	Administrative Reserve and Transition Order dated July 6, 2010
2.	Reasons for Decision dated January 5, 2011
3.	Order (Extending Final Distribution Date) dated December 30, 2010
4.	Table summarizing number and value of claims asserted, accepted and disputed as of February 15, 2011
5.	Affidavit of Paul Bishop sworn February 22, 2011
A.	True copies of Accounts for the period July 16, 2010 to December 31, 2010

- B. Schedule summarizing Invoices for the period July 16, 2010 to December 31, 2010
 - C. Schedule summarizing Billing Rates for the period July 16, 2010 to December 31, 2010
6. Affidavit of Daphne MacKenzie sworn February 22, 2011
- A. True copies of Accounts for the period July 16, 2010 to December 31, 2010
 - B. Schedule summarizing Invoices for the period July 16, 2010 to December 31, 2010
 - C. Schedule summarizing Billing Rates for the period July 16, 2010 to December 31, 2010

III. Draft Order

TAB

I

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

NOTICE OF MOTION
(returnable February 28, 2011)

FTI Consulting Canada Inc. ("FTI"), in its capacity as monitor (the "Monitor") to the LP Entities (as defined below) will make a motion to a judge of the Commercial List on February 28, 2011, at 9:30 am or as soon after that time as the motion can be heard, at 393 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an Order, *inter alia*:
 - (i) abridging, if necessary, the time for service of this Notice of Motion and the Motion Record and dispensing with service on any person other than those served;
 - (ii) extending the Stay Period (as defined below) to May 31, 2011;

- (iii) extending the Final Distribution Date (as defined below) to March 31, 2011;
- (iv) approving the Fourteenth Report and Fifteenth Report of the Monitor;
- (v) approving the fees and disbursements of the Monitor and its counsel as set out in the Fee Affidavits (as defined below); and
- (vi) such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) By Order of this Court dated January 8, 2010 (the “**Initial Order**”), Canwest Publishing Inc./Publications Canada Inc., Canwest Books Inc., and Canwest (Canada) Inc. (the “**Applicants**”) obtained protection from their creditors under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “**CCAA**”). The Initial Order also granted relief in respect of Canwest Limited Partnership/Canwest Societe en Commandite (together with the Applicants, the “**LP Entities**”) and appointed FTI as Monitor of the LP Entities.
- (b) On June 14, 2010, affected creditors of the LP Entities voted overwhelmingly in support of the LP Entities’ plan of compromise or arrangement, as amended (the “**AHC Plan**”) and a majority in number and greater than two-thirds in value of the affected creditors present and voting at the creditors’ meeting voted in favour of the AHC Plan.
- (c) By Order dated June 18, 2010 (the “**AHC Plan Sanction Order**”) this Court sanctioned the AHC Plan. The AHC Plan was successfully

implemented and all of the operating assets of the LP Entities were transferred to the purchaser, Postmedia Network Inc., on July 13, 2010.

- (d) On the Plan Implementation Date, the Monitor established various accounts and reserves as required by the AHC Plan, including the Administrative Reserve Account, the Disputed Claims Reserve, and the Unsecured Creditors' Pool (all as defined in the AHC Plan).
- (e) Under the provisions of the AHC Plan and the AHC Plan Sanction Order, any Disputed Claims (as defined in the AHC Plan) that remain unresolved as at the Final Distribution Date (as defined in the AHC Plan) will be forever discharged, barred and released without any compensation therefor. Final Distribution Date is defined in the AHC Plan as *"the earlier of (i) December 31, 2010; and (ii) the date which is ten (10) Business Days following the resolution of all Disputed Claims."*
- (f) Pursuant to the Order of Justice Pepall dated December 30, 2010, the definition of Final Distribution Date in the AHC Plan was amended to read as *"the earlier of (i) February 28, 2011; and (ii) the date which is ten (10) Business Days following the resolution of all Disputed Claims."*
- (g) Additional time is needed to reach and finalize settlement or, alternatively, to resolve certain outstanding claims against the LP Entities. Accordingly, the Monitor requests and respectfully recommends that the Final Distribution Date be extended to March 31, 2011.
- (h) Pursuant to the Initial Order, Order dated February 2, 2010 and Order dated April 12, 2010, a stay of proceedings was granted and extended until, and including, June 30, 2010 (the **"Stay Period"**). Pursuant to the

AHC Plan Sanction Order, the Stay Period was extended until, and including, the Final Distribution Date.

- (i) As stated above, pursuant to the Order of Justice Pepall dated December 31, 2010, the Final Distribution Date was extended to the earlier of (i) February 28, 2011 and (ii) the date which is ten (10) Business Days following the resolution of all Disputed Claims.
- (j) The Monitor requires additional time to administer and attend to distributions to Affected Creditors, as well as attend to other post-plan implementation matters as outlined in the AHC Plan and CCAA. The continuation of the stay of proceedings is necessary to provide the stability needed during that time.
- (k) The fees incurred by the Monitor and its counsel, in assisting the LP Entities and performing its statutory and Court-ordered duties are detailed in the affidavits of Paul Bishop and Daphne MacKenzie, both sworn February 22, 2011 (the "Fee Affidavits").
- (l) The provisions of the CCAA and the inherent jurisdiction of this Honourable Court.
- (m) Rules 1.04, 1.05, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
- (n) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) The Fourteenth Report of the Monitor, dated July 22, 2010;

- (b) The Fifteenth Report of the Monitor, dated February 22, 2011;
- (c) The affidavit of Paul Bishop, sworn February 22, 2011;
- (d) The affidavit of Daphne MacKenzie, sworn February 22, 2011; and
- (e) Such further and other material as counsel may advise and this Honourable Court may permit.

February 22, 2011

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

David R. Byers LSUC #: 22992W
Tel: (416) 869-5697
Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230

Lawyers for the Monitor

TO: THE SERVICE LIST

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(RETURNABLE FEBRUARY 28, 2011)**

STIKEMAN ELLIOTT LLP

Barristers & Solicitors

5300 Commerce Court West

199 Bay Street

Toronto, Canada M5L 1B9

David R. Byers LSUC #: 22992W

Tel: (416) 869-5697

Maria Konyukhova LSUC#: 52880V

Tel: (416) 869-5230

Sarah Clarke LSUC#: 57377M

Tel: (416) 869-6835

Fax: (416) 861-0445

Lawyers for the Monitor

TAB

II



**CANWEST PUBLISHING INC./ PUBLICATIONS CANWEST
INC., CANWEST BOOKS INC. AND CANWEST (CANADA) INC.**

**FIFTEENTH REPORT OF
FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR OF THE APPLICANTS**

February 22, 2011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

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

**FIFTEENTH REPORT OF FTI CONSULTING CANADA INC.,
in its capacity as Monitor of the Applicants**

February 22, 2011

INTRODUCTION

1. By Order of this Court dated January 8, 2010 (the “**Initial Order**”), Canwest Publishing Inc. / Publications Canwest Inc. (“**CPI**”), Canwest Books Inc. (“**CBI**”), and Canwest (Canada) Inc. (“**CCI**”, and together with CPI and CBI, the “**Applicants**”) obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “**CCAA**”). The Initial Order also granted relief in respect of Canwest Limited Partnership / Canwest Societe en Commandite (the “**Limited Partnership**”, and together with the Applicants, the “**LP Entities**”) and appointed FTI Consulting Canada Inc. (“**FTI**”) as monitor (the “**Monitor**”) of the LP Entities. The proceedings commenced by the LP Entities under the CCAA will be referred to herein as the “**CCAA Proceedings**”.

TERMS OF REFERENCE

2. In preparing this report, FTI has relied upon unaudited financial information of the LP Entities, the LP Entities' books and records, certain financial information prepared by, and discussions with, the LP Entities' management. FTI has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information and accordingly expresses no opinion or other form of assurance on the information contained in this report.
3. Capitalised terms not defined in this report shall have the meanings assigned to them in the Pre-filing Report of the Proposed Monitor dated January 7, 2010 (the "**Pre-filing Report**"). Unless otherwise stated, all monetary amounts contained in this report are expressed in Canadian dollars.

BACKGROUND

4. Canwest Global Communications Corp. ("**Canwest**") carried on business through a number of subsidiaries. Through its ownership of the LP Entities, Canwest was Canada's largest publisher of English-language paid daily and non-daily newspapers and owned and operated substantial digital media and online businesses. Canwest also directly or indirectly owned, operated and/or held substantial interests in free-to-air television stations, subscription-based specialty television channels, and websites in Canada.
5. Relief in the CCAA Proceedings was obtained on January 8, 2010 by the Canwest entities which carried on, *inter alia*, newspaper and online publishing and digital media businesses. Not included in the CCAA Proceedings is National Post Inc., a wholly-

owned subsidiary of the LP Entities which acquired the business and certain assets that comprised the *National Post* newspaper from The National Post Company / La Publication National Post in October 2009.

6. The Canwest entities that owned and operated Canwest's free-to-air television broadcast business and certain subscription-based specialty television channels in Canada, including Canwest Media Inc. (collectively, the "**CMI Entities**"), applied for and obtained protection under the CCAA in a separate proceeding on October 6, 2009.
7. As described in greater detail in the Seventh Report, following review of the bids received during a sale and investor solicitation process, the bid (the "**AHC APA**") submitted by the *ad hoc* committee of holders of 9.25% senior subordinated notes issued by the Limited Partnership was selected and obtained Court approval on May 17, 2010.
8. As reported in the Tenth Report of the Monitor, on June 14, 2010, affected creditors of the LP Entities voted overwhelmingly in support of the LP Entities' plan of compromise or arrangement, as amended (the "**AHC Plan**") and a majority in number and greater than two-thirds in value of the affected creditors present and voting at the creditors' meeting voted in favour of the AHC Plan.
9. By Order dated June 18, 2010 (the "**AHC Plan Sanction Order**") this Court sanctioned the AHC Plan. The AHC Transaction was successfully closed and all of the operating assets of the LP Entities were transferred to the purchaser, Postmedia Network Inc., on July 13, 2010.

10. On July 6, 2010, Justice Pepall granted an Administrative Reserve and Transition Order (the “**Administrative Reserve Order**”) which, among other things, established the Administrative Reserve (as defined in the AHC Plan) and expanded certain powers of the Monitor following the implementation of the AHC Plan. A copy of the Administrative Reserve Order is attached as **Appendix “A”**.
11. Further background information regarding the LP Entities and the CCAA Proceedings is provided in, among other things, the Pre-filing Report and in the affidavit of Thomas Strike sworn January 7, 2010 (the “**Strike Affidavit**”), copies of which (together with other relevant materials, including a copy of the Initial Order) have been posted on the Monitor’s website for the CCAA Proceedings at <http://cfcanada.fticonsulting.com/clp>.

PURPOSE OF THIS REPORT

12. The purpose of this fifteenth report of the Monitor (the “**Fifteenth Report**”) is to inform this Honourable Court of the following:
 - a) The status of the CCAA Proceedings;
 - b) The status of the Claims Procedure (as defined below) and the Monitor’s request for an extension of the Final Distribution Date (as defined below) to March 31, 2011;
 - c) The Monitor’s request for an extension of the Stay Period (as defined below) to May 31, 2011;
 - d) The Monitor’s activities since July 22, 2010;

- e) The Monitor's and its legal counsel's professional fees; and
- f) The Monitor's conclusions and recommendations.

STATUS OF THE CCAA PROCEEDINGS

13. Since the closing of the AHC Transaction on July 13, 2010, the Monitor has continued to administer the various accounts and reserves as required by the AHC Plan, including the Administrative Reserve Account, the Disputed Claims Reserve, and the Unsecured Creditors' Pool (all as defined in the AHC Plan).
14. As reported in the Fourteenth Report of the Monitor, as at November 29, 2010, the Monitor effected distributions of 9,765,235 Shares to Affected Creditors holding Proven Claims over \$1,000 that had not made a valid cash election and \$248,051.50 to Affected Creditors holding Proven Claims that had made or were deemed to have made valid Cash Elections (all as defined in the AHC Plan). Since that time, the Monitor has made further distributions totalling 2,615,946 Shares to Affected Creditors holding Proven Claims over \$1,000 that have not made a valid cash election and \$4,071.82 to Affected Creditors holding Proven Claims that have made or were deemed to have made valid Cash Elections.
15. The Monitor established the Administrative Reserve Account (as defined in the AHC Plan) in the amount of \$9 million on the Plan Implementation Date. As at the date of this report, the Monitor has paid \$4.8 million in Administrative Reserve Expenses. Additional costs have been incurred, but not yet billed or paid and the Monitor will report on same in future reports. Costs paid to date include management incentive payments,

Canwest Business Services and Reach Canada retention payments, consulting fees, post-emergence professional fees, and withholding taxes on distributions.

16. Pursuant to the withholding arrangements agreed with Canada Revenue Agency (“CRA”) and the Administrative Reserve Order, the Monitor has withheld from each distribution of shares to creditors with employment related claims a number of shares calculated at the applicable rate set forth in the *Income Tax Act* (Canada). It was intended that Postmedia Networks Inc. shares would be publicly listed following the AHC Transaction thereby allowing the monetization of withheld shares. However, as the timing of such public listing was not certain, the Monitor also held in the Administrative Reserve sufficient funds to remit in cash withholdings taxes on distribution to former employees.
17. Postmedia Networks Inc. shares were not publicly listed prior to December 31, 2010. Accordingly, on January 4, 2011 the Monitor remitted in cash an aggregate amount of \$1,011,804.12 or \$11.54 per withheld share (plus accrued interest) to CRA on account of shares withheld from distributions to former employees. The Monitor will be taking steps to donate the withheld shares to Postmedia Network Inc.

CLAIMS PROCEDURE AND REQUEST TO EXTEND THE FINAL DISTRIBUTION DATE

18. On April 12, 2010, the LP Entities obtained an Order (the “**Claims Procedure Order**”) establishing the procedure for calling and determining the claims against the LP Entities (the “**Claims Procedure**”). For reasons described in the Monitor’s Seventh Report, the Claims Procedure Order was amended by Order of Justice Pepall dated May 17, 2010

(the “**Amended Claims Procedure Order**”) to call for certain additional claims, including claims against the directors and officers of the Applicants.

19. The Monitor reported on the status of the Claims Procedure in, among others, its Fourteenth Report. Since then, the Monitor has completed a settlement with 68 Claims which at the time of the Fourteenth Report were settled in principle and resolved five additional trade claims.
20. As the Monitor reported in its Fourteenth Report, the majority in value of the then remaining creditors with unresolved Claims were 11 of the LP Entities’ former typographers (the “**Typographers**”) who were advancing related claims and asserting that their claims were Excluded Claims (as defined in the Amended Claims Procedure Order) and constituted Assumed Liabilities under the AHC APA. The Typographers brought motions to seek the Court’s instructions and direction with respect to the proper characterization of their claims. The motion was heard on December 10, 2010.
21. On January 5, 2011, Justice Pepall released her decision with respect to the Typographers’ claims (the “**January 5 Reasons**”) and held that the claims of six of the Typographers constituted Assumed Liabilities under the AHC APA (the “**Assumed Typographers**”) and the claims of the remaining five Typographers did not (the “**Non-assumed Typographers**”). A copy of the January 5 Reasons is attached as **Appendix “B”**.
22. Subsequent to the release of the January 5 Reasons, counsel for Postmedia Networks Inc. and counsel for the Typographers who are members of the CEP Union engaged and in and have continued settlement discussions regarding the claims of some of the Assumed

Typographers and all of the Non-assumed Typographers. Any settlement involving the claims of the Non-assumed Typographers will be subject to the approval of the Monitor. The Monitor has been informed that progress is being made in the settlement discussions and accordingly, at the request of Postmedia Networks Inc. and counsel for the Typographers, the Monitor has agreed not to commence its own independent settlement discussions with respect to the Claims of the Non-assumed Typographers in the short term.

23. Under the provisions of the AHC Plan and the Plan Sanction Order, any Disputed Claims (as defined in the AHC Plan) that remain unresolved as at the Final Distribution Date (as defined in the AHC Plan) will be forever discharged, barred and released without any compensation therefor. Final Distribution Date is defined in the AHC Plan as *“the earlier of (i) December 31, 2010; and (ii) the date which is ten (10) Business Days following the resolution of all Disputed Claims.”*
24. As the Typographers’ motion was heard on December 10, 2010 and to allow the parties time to resolve the Typographers’ Claims in the event their claims were held not to be Assumed Liabilities, the Typographers also requested an extension of the Final Distribution Date to February 28, 2011.
25. Pursuant to the Order of Justice Pepall dated December 30, 2010 (a copy of which is attached as **Appendix “C”**), the definition of Final Distribution Date in the AHC Plan was amended to read as *“the earlier of (i) February 28, 2011; and (ii) the date which is ten (10) Business Days following the resolution of all Disputed Claims.”*

26. As stated above, counsel for Postmedia Networks Inc. and counsel for some of the Typographers are currently in discussions with respect to settlement of their claims (both in and outside of the Claims Procedure). Additional time is needed to reach and finalize such settlement or, alternatively, to resolve the Claims of the Non-assumed Typographers within the ambit of the Claims Procedure. Accordingly, the Monitor requests and respectfully recommends that the Final Distribution Date be extended to March 31, 2011.

27. In addition to the Claims of the five Typographers described above, only two other claims relating to trade payables remains unresolved as at the date of this report. The Monitor has attempted to resolve these claims and has contacted the creditors asserting the unresolved Claims and the Notices of Dispute issued on a number of occasions via e-mail, regular mail and by phone and has advised such creditors that, unless resolved, their Claims will be forever discharged, barred and released without any compensation therefor on December 31, 2010 and then, subsequently, on February 28, 2011. The creditors have failed to respond to any of the Monitor's communications. Accordingly, failing resolution of these Claims prior to the Final Distribution Date, these Claims will be forever discharged, barred and released without any compensation therefor on the Final Distribution Date.

28. A table summarizing the number and value of claims asserted, accepted and disputed as at February 15, 2011 against the LP Entities is attached hereto as **Appendix "D"**. The table is intended to reflect only the claims as called for and asserted under the terms of the Amended Claims Procedure Order and is not intended to provide a commentary on the distribution rights of any such claims, which rights may be affected by, *inter alia*, the provisions of the CCAA.

29. The Monitor will continue to provide ongoing updates on the status of the Claims Procedure in its reports to the Court and updating the table summarizing the number and value of claims asserted, accepted and disputed against the LP Entities posted on its website for these proceedings.

REQUEST FOR AN EXTENSION OF THE STAY OF PROCEEDINGS

30. Pursuant to the Initial Order, Order dated February 2, 2010 and Order dated April 12, 2010, a stay of proceedings was granted and extended until, and including, June 30, 2010 (the “**Stay Period**”). Pursuant to the Sanction Order, the Stay Period was extended until, and including, the Final Distribution Date.
31. As stated above, pursuant to the Order of Justice Pepall dated December 31, 2010, the Final Distribution Date was extended to the earlier of (i) February 28, 2011 and (ii) the date which is ten (10) Business Days following the resolution of all Disputed Claims.
32. The Monitor requires additional time to administer and attend to distributions to Affected Creditors, as well as attend to other post-plan implementation matters as outlined in the AHC Plan and CCAA. The continuation of the stay of proceedings is necessary to provide the stability needed during that time.
33. Accordingly, the Monitor is seeking an extension of the Stay Period until, and including, May 31, 2011.
34. As all of the operating assets were transferred to Postmedia Networks Inc., the LP Entities have ceased operations on the Plan Implementation Date. Accordingly, they do not have liquidity requirements that need to be satisfied during the requested extension of

the Stay Period. The costs of administering the AHC Plan and the estates of the LP Entities continue to be paid out of the Administrative Reserve Account in accordance with the AHC Plan and the Administrative Reserve Order.

35. Based on the information presently available, the Monitor believes that creditors will not be materially prejudiced by an extension of the Stay Period to May 31, 2011.
36. The Monitor believes that the LP Entities have acted, and are continuing to act, in good faith and with due diligence and that circumstances exist that make an extension of the Stay Period appropriate.
37. Accordingly, the Monitor respectfully recommends that the Stay of Proceedings be extended until May 31, 2011.

MONITOR'S ACTIVITIES

38. Since its appointment, the Monitor has been involved with numerous aspects of the CCAA Proceedings with a view to fulfilling its statutory and court-ordered duties and obligations, as well as assisting the LP Entities and their stakeholders in addressing restructuring issues. The Monitor has described some of the more significant matters that it was involved in since commencement of the CCAA Proceedings until July 22, 2010 in its previous reports. Since then, the more significant matters the Monitor has undertaken include, but are not limited to, the following:
 - a) posting various materials relating to the CCAA Proceedings on its website <http://cfcanada.fticonsulting.com/clp> and continuing to update the website by

posting, *inter alia*, the Monitor's reports, motion materials, and Orders granted in the CCAA Proceedings;

- b) maintaining a toll free hotline number 1 888-310-7627 and a dedicated email inbox (CanwestLP@fticonsulting.com) to allow creditors and other interested parties to contact the Monitor to obtain additional information concerning the CCAA Proceedings and responding in a timely manner to over 1,350 calls and approximately 1,700 e-mails received by the Monitor as of the date of this report;
- c) discussions with various government authorities with respect to withholding arrangements relating to distributions to employees under the AHC Plan and entering into such arrangements;
- d) discussions and meetings with CRA and the Department of Justice in order to further discuss and resolve a number of items including CRA's claim, withholding arrangements and the LP Entities' tax returns;
- e) effecting distributions pursuant to the AHC Plan, including discussions with the transfer agent with respect to delivery of shares;
- f) resolution of various claims asserted in and outside of the Claims Procedure; and
- g) responding to enquiries from creditors regarding the Claims Procedure, distributions of shares under the AHC Plan and other issues relating to the CCAA Proceedings.

PROFESSIONAL FEES

39. The Monitor and its counsel have maintained detailed records of their professional costs and time during the course of the CCAA Proceedings (as detailed in the Affidavit of Paul Bishop sworn February 22, 2011 and the Affidavit of Daphne MacKenzie sworn February 22, 2011 (collectively, the “**Fee Affidavits**”). Copies of the Fee Affidavits are attached to this report as **Appendices “E” and “F”**).

RECOMMENDATION AND CONCLUSIONS

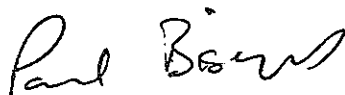
40. For the reasons described above, the Monitor recommends that the Stay Period be extended to May 31, 2011 and the Final Distribution Date be extended to March 31, 2011.

41. The Monitor respectfully requests that the Court approve its Fourteenth Report and Fifteenth Report and the activities described therein, as well as the fees and disbursements of the Monitor and its counsel (as particularized in the Fee Affidavits).

All of which is respectfully submitted this 22nd day of February, 2011.

FTI Consulting Canada Inc.,
in its capacity as the Monitor of Canwest Publishing Inc. / Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc., and Canwest Limited Partnership / Canwest Societe en Commandite

Per



Paul Bishop
Senior Managing Director

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
MADAM JUSTICE PEPALL) TUESDAY, THE 6th DAY
) OF JULY, 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

ADMINISTRATIVE RESERVE AND TRANSITION 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 (the "**Limited Partnership**", collectively and together with the Applicants, the "**LP Entities**", and each an "**LP Entity**"), for an order establishing and directing the administration of the Administrative Reserve (as defined herein) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Douglas E.J. Lamb sworn June 29, 2010, the Twelfth Report of FTI Consulting Canada Inc. (the "**Monitor's 12th 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 and senior subordinated debt issued by the Limited Partnership, The Bank of Nova Scotia in its capacity as Administrative Agent for the Senior Lenders (as defined in the Plan), 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.

DEFINITIONS

1. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the consolidated plan of compromise concerning, affecting and involving the LP Entities dated as of May 20, 2010, as amended (the “Plan”).

SERVICE

2. **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.

THE ADMINISTRATIVE RESERVE

3. **THIS COURT ORDERS** that, pursuant to and in accordance with the Plan, the Monitor shall be and is hereby authorized and directed to arrange for the opening and set up of the Administrative Reserve Account prior to the Plan Implementation Date.

4. **THIS COURT ORDERS** that on the Plan Implementation Date, pursuant to and in accordance with the Plan, the LP Entities shall be and are hereby authorized and directed to pay to the Monitor from the Cash and Equivalents the amount of \$9,000,000 (the “Reserve Amount”) by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor to the LP Entities at least three (3) Business Days prior to the Plan Implementation Date). The LP Entities shall have no liability or obligation to the Monitor in respect of the Reserve Amount set out in this paragraph 4 once the wire transfer to the Monitor has been received.

5. **THIS COURT ORDERS** that pursuant to and in accordance with the Plan, the Monitor shall be and is hereby authorized and directed to deposit the Reserve Amount into the Administrative Reserve Account, which Reserve Amount and the funds from time to time on deposit in the Administrative Reserve Account (the “Administrative Reserve”) shall be held and administered by the Monitor in accordance with the Plan, the Plan Sanction Order of the

Honourable Madam Justice Pepall dated June 18, 2010 (the “**Plan Sanction Order**”) and this Order.

6. **THIS COURT ORDERS AND DECLARES** that the Administrative Reserve shall not constitute property of the LP Entities or of any one of them and that the purpose of the Administrative Reserve is to effect payment of the Administrative Reserve Costs and such other costs specifically provided for herein on behalf of the LP Entities in accordance with the Plan, the Asset Purchase Agreement and this Order, including those payments set out in paragraphs 8 and 10 herein, with any remaining balance therein to be distributed to the Purchaser in accordance with paragraph 11 herein.

7. **THIS COURT ORDERS** that on the Plan Implementation Date, the LP Administration Charge (as defined in the Initial Order) shall be terminated, discharged and released as against the Acquired Assets, the Unsecured Creditors’ Pool and all payments made to or on behalf of the Administrative Agent, the DIP Administrative Agent or any other Senior Secured Creditor, but will continue as against the Administrative Reserve but only with respect to and to secure payment of the fees, costs and expenses of the Monitor, any trustee in bankruptcy of the LP Entities and their respective counsel and other advisors, which charge shall rank in priority to all other Encumbrances, notwithstanding the order of perfection or attachment, and that the provisions of paragraphs 55, 58 and 60 of the Initial Order shall apply thereto, *mutatis mutandis*.

PAYMENTS BY THE MONITOR FROM THE ADMINISTRATIVE RESERVE

8. **THIS COURT ORDERS** that on or following the Plan Implementation Date, the Monitor shall be and is hereby authorized and directed to make payments out of the Administrative Reserve, on behalf of the LP Entities, to the following Persons in the following amounts in respect of the payment of Administrative Reserve Costs and such other costs specifically provided for herein by way of cheque (sent by prepaid ordinary mail to the Monitor’s last known address for such Persons) or by wire transfer (in accordance with the wire instructions provided by such Persons to the Monitor at least three (3) Business Days prior to the payment date set by the Monitor) unless such costs are otherwise assumed by the Purchaser:

- (a) counsel to the LP Entities, Osler, Hoskin & Harcourt LLP (to the extent engaged by the Monitor), counsel to the directors and officers of the LP Entities, Lenczner Slaght Royce Smith Griffin LLP (to the extent engaged by the Monitor), the Monitor, the Monitor's counsel, Stikeman Elliott LLP and counsel to the Court-appointed representatives of the salaried employees and retirees (subject to such fee arrangements to be agreed to by the Monitor or as have been ordered by this Court), in amounts sufficient to satisfy payment in full of their respective reasonable professional fees and disbursements incurred at their respective standard rates and charges in respect of the performance of their respective duties and obligations whether arising before or after the Plan Implementation Date;
- (b) Persons entitled to payments pursuant to the LP Entities' management incentive plan (the "LP MIP") and the Consulting Agreement as defined and described in the confidential supplement to the Fifth Report of the Monitor (the "**Fifth Report Confidential Supplement**") and the payment schedules thereto, in amounts sufficient to satisfy all such payments that become due and owing following the Plan Implementation Date in accordance with the terms of the LP MIP and the Consulting Agreement described in the Fifth Report Confidential Supplement, net of any withholdings required under applicable legislation. For greater certainty, acceptance of employment with Holdco or any purchaser of the LP Entities' business shall not prejudice such Persons' entitlements under the LP MIP and the Monitor shall make the payments to any such Persons who continue employment with Holdco or any purchaser of the LP Entities' business, subject to and in accordance with the terms of the LP MIP;
- (c) employees of the LP Entities receiving retention payments pursuant to the authority granted in the Order of this Honourable Court dated March 26, 2010, in an amount sufficient to satisfy payment in full of such retention payments, net of any withholdings required under applicable legislation. For greater certainty, acceptance of employment with Holdco or any purchaser of the LP Entities' business shall not prejudice such Persons' entitlements to receive such retention payments and the Monitor shall make the retention payments to any such Persons who continue employment with Holdco or any purchaser of the LP Entities'

business, subject to and in accordance with the terms of the Order of this Honourable Court dated March 26, 2010;

- (d) the LP CRA in an amount sufficient to satisfy payment in full of amounts owing under the retainer letter agreement dated as of July 1, 2010;
- (e) Taxing Authorities in amounts sufficient to satisfy any remittances required under applicable legislation in respect of any payments to employees or former employees referred to in this paragraph 8 or in respect of the Withholding Arrangements (as defined below);
- (f) any trustee in bankruptcy that may be appointed in respect of the LP Entities or any one of them following the completion of the Acquisition, in an amount sufficient to satisfy payment in full of the fees and costs of such trustee in bankruptcy;
- (g) such other Persons engaged by the Monitor in accordance with this Order or other Orders of this Court in amounts sufficient to satisfy payment in full of amounts owing thereto; and
- (h) such other fees and costs properly incurred by Persons in connection with completion of these proceedings or the winding up of the LP Entities' estates as determined by the Monitor in its sole and unfettered discretion, after consultation with the Purchaser.

9. **THIS COURT ORDERS** that notwithstanding any other provision of this Order or the Plan, and without in any way limiting the protections for the Monitor set forth in the Initial Order, the Plan or the CCAA, and except for the Monitor's obligations under the Withholding Arrangements (as defined herein), the Monitor shall have no obligation to make any payment, and nothing in this Order or the Plan shall be construed as obligating the Monitor to make any such payment, unless and until the Monitor is in receipt of funds adequate to effect any such payment in full and that in the event the Administrative Reserve is insufficient to satisfy any such amounts, the Monitor shall have no liability with respect to the payment thereof and the Monitor is authorized and empowered to determine in its sole and unfettered discretion which of the amounts shall be paid and when.

10. **THIS COURT ORDERS** that following the Plan Implementation Date, the Monitor shall be and is hereby authorized and directed to withhold from distributions of Shares and cash, to deposit Shares with brokers of its choice, to instruct brokers to sell Shares in one or more trades, to remit payments from the net sale proceeds of withheld Shares or from the Administrative Reserve to the Canada Revenue Agency, the Minister of Finance (Quebec) and other applicable Taxing Authorities, to prepare and file T4, T4A forms, T4 summary documentation and any other forms and to take such other steps, on behalf of the LP Entities, as are necessary to effect the withholding and remittance arrangements (“**Withholding Arrangements**”) that are or that will be agreed by the Monitor and the LP Entities with the Canada Revenue Agency, the Minister of Finance (Quebec) and other applicable Taxing Authorities in connection with Withholding Obligations under the Plan.

11. **THIS COURT ORDERS** that following (i) payment of the amounts set out in paragraph 8 of this Order and the distributions, remittances and other steps set out in paragraph 10 of this Order, (ii) completion by the Monitor of its duties in respect of the LP Entities pursuant to the CCAA and the Initial Order, the Amended Claims Procedure Order, the Plan Sanction Order, this Order and all other orders granted in these proceedings (collectively the “**Orders**”), including without limitation the Monitor’s duties in respect of the Amended Claims Procedure Order, distributions in accordance with the Plan, the completion of these proceedings and the winding up of the LP Entities’ estates, and (iii) the establishment of arrangements satisfactory to any trustee in bankruptcy of the LP Entities or of any one of them to ensure payment of the fees and costs of such trustee in bankruptcy, the Monitor shall be and is hereby authorized and directed to pay the balance of the Administrative Reserve, if any, to the Purchaser by way of wire transfer (in accordance with the wire transfer instructions provided by the Purchaser to the Monitor at least three (3) Business Days prior to the payment date as set by the Monitor).

12. **THIS COURT ORDERS** that, except for the Monitor’s obligations under the Withholding Arrangements, the Monitor shall have no liability or obligation to any Person in respect of the withholdings and remittances made in accordance with the Withholding Arrangements or in respect of the payments set out in paragraphs 8, 10 and 11 of this Order once the payment to such Person has been received or in respect of the preparation and filing of

any T4, T4A forms, T4 summary documentation and any other forms, which forms and documentation shall be exclusively based upon information provided by the LP Entities.

TRANSITION POWERS OF THE MONITOR

13. **THIS COURT ORDERS** that on and after the Plan Implementation Date, the Monitor shall continue to be authorized and directed to (a) complete the claims procedure established by the Amended Claims Procedure Order without consulting with the LP Entities, the LP CRA or any other Person; and (b) take such further steps and seek such amendments to the Amended Claims Procedure Order or additional orders as the Monitor considers necessary or appropriate in order to fully determine, resolve or deal with any Claims.

14. **THIS COURT ORDERS** that on and after the Plan Implementation Date, the Monitor is authorized, but not required, in the name of and on behalf of the LP Entities, to prepare and file the LP Entities' tax returns, employee-related remittances, T4 statements and records of employment for the LP Entities' former employees based solely upon information provided by the LP Entities and on the basis that the Monitor shall incur no liability or obligation to any Person with respect to such returns, remittances, statements, records or other documentation.

15. **THIS COURT ORDERS AND DECLARES** that any distributions under the Plan, the Plan Sanction Order or this Order shall not constitute a "distribution" for the purposes of section 107 of the *Corporations Tax Act* (Ontario), section 22 of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act, 2007* (Ontario), section 34 of the *Income Tax Act* (British Columbia), section 104 of the *Social Service Tax Act* (British Columbia), section 49 of the *Alberta Corporate Tax Act*, section 22 of *The Income Tax Act* (Manitoba), section 73 of *The Tax Administration and Miscellaneous Taxes Act* (Manitoba), section 14 of *An Act respecting the Ministère du Revenu* (Québec), section 85 of *The Income Tax Act, 2000* (Saskatchewan), section 48 of *The Revenue and Financial Services Act* (Saskatchewan) and section 56 of *the Income Tax Act* (Nova Scotia) or any other similar provincial or territorial tax legislation (collectively, the "**Tax Statutes**"), and the Monitor in making any such payments is not "distributing", nor shall be considered to "distribute" nor to have "distributed", such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments ordered or permitted under the Plan, the Plan Sanction Order and this

Order, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan, the Plan Sanction Order and this Order and any claims of this nature are hereby forever barred.

16. **THIS COURT ORDERS** that any of the Taxing Authorities that administer the Tax Statutes referenced specifically in paragraph 15 above may apply to this Court within the next six days to vary or amend paragraph 15 hereof on not less than three days' notice to the Monitor, the LP Entities and the Ad Hoc Committee or upon such other notice, if any, as this Court may order. For greater certainty, no order shall be made varying, rescinding or otherwise affecting paragraph 15 hereof unless notice of a motion for such Order is served on the Monitor, the LP Entities and the Ad Hoc Committee returnable no later than July 12, 2010. The Monitor shall be entitled to apply to vary any term of this Order if an Order varying, amending or rescinding paragraph 15 (if any) is granted.

17. **THIS COURT ORDERS** that on and after the Plan Implementation Date, the Monitor shall be at liberty to engage such Persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under the Orders and to facilitate the completion of these proceedings and the winding up of the LP Entities' estates.

18. **THIS COURT ORDERS** that in addition to its prescribed rights in the CCAA and the powers granted by the Orders, the Monitor is empowered and authorized on and after the Plan Implementation Date to:

- (a) execute or complete any documents which may be necessary to assign the LP Entities or any one of them into bankruptcy and, for such purpose, to file an assignment in bankruptcy for the LP Entities or any one of them; and
- (b) to take such additional actions and execute such documents, in the name of and on behalf of the LP Entities, as the Monitor considers necessary or desirable in order to perform its functions and fulfill its obligations under this Order and to facilitate the completion of these proceedings and the winding up of the LP Entities' estates;

and in each case where the Monitor takes any such actions or steps, it shall be exclusively

authorized and empowered to do so, to the exclusion of all other Persons including the LP Entities, and without interference from any other Person.

19. **THIS COURT ORDERS** that, without limiting the provisions of the Initial Order, on and after the Plan Implementation Date, the LP Entities shall remain in possession and control of the LP Property (as defined in the Initial Order), if any, which remains following implementation of the Plan and the Monitor shall not be deemed to be in possession and/or control of any such remaining LP Property.

20. **THIS COURT ORDERS AND DECLARES** that on or prior to the Plan Implementation Date, the employees of the LP Entities will be offered employment on substantially similar terms and conditions of employment from the Purchaser in accordance with the Asset Purchase Agreement. Any employee of the LP Entities that does not accept the offer of employment contemplated in the immediately preceding sentence and any employee of the LP Entities who is on long-term disability who receives a conditional offer of employment (the “**Conditional Offer**”) from the Purchaser are hereby terminated on the Plan Implementation Date provided that, for greater certainty, the termination of any employee who receives a Conditional Offer shall not affect the validity and existence of such Conditional Offer. Nothing in the Plan, this Order or any the other Orders shall cause the Monitor to be responsible for any employee-related liabilities or duties including, without limitation, wages, severance pay, termination pay, vacation pay or pension benefit amounts. For greater certainty, any Person having employee related claims arising as a result of Plan implementation (or any of the transactions contemplated thereby) on or after the Plan Implementation Date will not have any recourse to the Administrative Reserve, the Unsecured Creditors’ Pool or the Monitor.

21. **THIS COURT ORDERS AND DECLARES** that nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the LP Entities within the meaning of any relevant legislation.

22. **THIS COURT ORDERS** that, except as specifically provided for herein, nothing in this Order shall vary or amend any order or endorsement previously granted in these proceedings.

MONITOR PROTECTIONS

23. **THIS COURT ORDERS** that in addition to the rights and protections afforded the Monitor under the CCAA, the Plan and the Orders, the Monitor shall not be liable for any act or omission on the part of the Monitor, or any reliance thereon, including without limitation, with respect to any information disclosed, any act or omission pertaining to the discharge of duties or obligations under the Orders or the Plan or as requested by the LP Entities, save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Monitor. Subject to the foregoing, and in addition to the protections in favour of the Monitor as set out in the Orders, any claims against the Monitor in connection with the performance of its duties or obligations as set out in the Orders or the Plan are hereby released, stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA, any other applicable legislation or the Orders.

24. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court and on prior written notice to the Monitor and such further order securing, as security for costs, the full indemnity costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

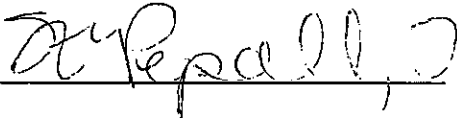
ADDITIONAL PROVISIONS

25. **THIS COURT ORDERS** that Schedule "B" to the Vesting Order of this Court dated June 18, 2010 be and is hereby amended to reflect that the purchase agreement between London Life Insurance Company and Southam Inc. in respect of the Edmonton Leasehold Property municipally described as 10006-101 Street, Edmonton, AB is dated as of April 1, 1991.

26. **THIS COURT ORDERS** that this Order shall have full force and effect in all Provinces and Territories of Canada and abroad as against all Persons and parties against whom it may otherwise be enforced.

27. **THIS COURT ORDERS** that the LP Entities or the Monitor may apply to this Court for advice and direction, or to seek relief in respect of, any matters arising from or under this Order.

28. **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 Order.



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

JUL 06 2010

PER / PAR: 

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

Court File No: CV-10-8533-000

APPLICANTS

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ADMINISTRATIVE RESERVE AND TRANSITION
ORDER

OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
P.O. Box 50
Toronto, ON M5X 1B8

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

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

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

Lawyers for the Applicants

F. 1117119

TAB 2

CITATION: Canwest Global Publishing Inc., 2010 ONSC6818
COURT FILE NO.: CV-10-8533-00CL
DATE: 20110105

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

COUNSEL: *Nina V. Fernandez* and *Christian Pare*, counsel for the Moving Parties Eriberto Di Paolo and Rita Blondin
Douglas J. Wray and *Jesse B. Kugler*, counsel for the Moving Party Communications, Energy and Paperworkers' Union of Canada, Local 145 ("CEP")
Fred Myers and *Logan Willis*, counsel for the Respondent Postmedia Networks Inc.
Maria Konyukhova, counsel for the Monitor, FTI Consulting Canada Inc.

PEPALL J.

REASONS FOR DECISION

Relief Requested

[1] The Moving Party, the Communications, Energy and Paperworkers' Union of Canada, Local 145, ("CEP" or the "Union") is the certified bargaining agent for typographers who worked at The Gazette, an English language newspaper in Montreal which is now owned by the Respondent, Postmedia Networks Inc. Once there were 200 typographers; now there are eleven, two of whom, Eriberto Di Paolo and Rita Blondin, are also Moving Parties. Of the remaining nine, six are retired or resigned. The CEP and Mr. Di Paolo and Ms. Blondin (the "Moving Parties") request an order asserting that their claims are liabilities to be assumed by the Respondent Purchaser, Postmedia Networks Inc., pursuant to an Asset Purchase Agreement dated May 10, 2010, entered into with Canwest Publishing Inc., Canwest Limited

Partnership, and certain related entities (the “LP Entities”), and that they are excluded from the claims process in the *CCAA* proceedings. The motion is resisted by the Respondent Purchaser. The Monitor, FTI Consulting Canada Inc., takes no position.

Facts

[2] The LP Entities were granted protection from their creditors by the court pursuant to the *Companies' Creditors Arrangement Act*¹ on January 8, 2010.

[3] On May 17, 2010, an order was granted approving an amended claims procedure and an Asset Purchase Agreement (“APA”) dated May 10, 2010, in which the purchaser bought certain assets and assumed certain liabilities of the LP Entities. The APA was subsequently assigned by the purchaser to Postmedia Networks Inc. (the “Respondent Purchaser”). On June 18, 2010, a vesting order was granted.

[4] The issue before me relates to the scope of the liabilities assumed by the Respondent Purchaser pursuant to the provisions of the APA and whether the claims of the Moving Parties are included. I have also been asked to consider whether the claims are excluded from the *CCAA* claims process.

[5] The terminology used in this motion is somewhat confusing as the APA refers to Assumed Liabilities and Excluded Liabilities and the *CCAA* Amended Claims Procedure Order refers to Excluded Claims. Excluded Liabilities and Excluded Claims are distinct and different concepts, the former referring to liabilities not assumed by the Purchaser in the APA and the latter referring to claims that are not part of the *CCAA* claims process for the LP Entities.

¹ R.S.C., c. C-36 as amended.

(a) History

[6] The provenance of this dispute lies in an extraordinarily troubled relationship involving typographers employed by The Gazette, an English language newspaper in Montreal. This is indeed a sorry saga. Forty six decisions have been rendered by various levels of tribunals and courts and the Union and The Gazette have attended before the Quebec Court of Appeal on at least four occasions.

[7] Approximately 200 typographers worked in the composing room of The Gazette. Historically, they performed the function of composing the type for the printing of the newspaper. With the expansion of computerized technology, this function was becoming obsolete and by the early 1980s, the typographers' positions at The Gazette were becoming redundant.

(i) 1982 Agreement

[8] The Union, CEP, and The Gazette (also referred to as the company) were party to collective agreements that governed the typographers. Consistent with the applicable law at the time, these collective agreements expired every three years.² In 1982, the Union negotiated an agreement with The Gazette and the 200 typographers (the "1982 Agreement"). It was signed on April 15, 1983 but dated November 12, 1982. The 1982 Agreement was stated to cover the 200 typographers and was to come into effect "only at the time when the collective agreement between the employer and the Union as mentioned below, similarly in the case of future collective agreements, shall end, disappear, become without value or, for any other reason become null and void or inapplicable."

[9] In return for the right to proceed with technological changes, The Gazette guaranteed to protect the typographers from the loss of regular full-time employment in the composing room due to technological changes. The full-time employment covered by the guarantee was

² The Labour Code was amended in 1994 to allow collective agreements to run for more than three years.

Page: 4

to be at full pay and at not less than the prevailing union rate of pay as agreed to in the collective agreements negotiated from time to time by the parties. A job transfer was to be agreed upon by The Gazette, the Union and the employee and if required by the applicable collective agreement, any other union involved.

[10] The term of the 1982 Agreement was described as follows:

“This agreement shall remain in effect until the employment of all the persons named in the attached Appendix I has ceased. Neither party shall raise any matter dealt with in this Agreement in future negotiations for any new collective agreement.”

[11] In the event of a dispute as to the interpretation, application or breach of the agreement, the grievance procedure to be followed was that laid out in the collective agreement between the company and the union which was in effect at the time that the grievance was initiated.

[12] The 1982 Agreement was to cease to apply to an employee for one of the following reasons: death, voluntary resignation, termination of employment on reaching age 65 or final permanent discharge which could only occur for a major offence. In essence, the agreement was to remain in effect until each of the typographers had ceased his or her employment and ultimately until 2017.

[13] The 1982 Agreement also was to be binding on purchasers, successors or assigns of the company.

[14] The 1982 Agreement was incorporated into the 1981-1984 collective agreement and all subsequent collective agreements. The collective agreements stated:

“The parties agreed to duplicate hereunder the text of an agreement entered into between them the 12th day of November, 1982. This agreement forms an integral part of the present labour agreement without affecting its civil status beyond the collective agreement. Therefore, the parties declare that it is their intent that said agreement remains fully

enforced, subject to the terms and conditions contained therein, notwithstanding the expiry of the present labour agreement.”³

[15] Where this paragraph uses the term labour agreement, the French version of this provision uses the term collective agreement.

(ii) 1987 Agreement

[16] In 1987, The Gazette, CEP and the then remaining 132 typographers entered into a further agreement (the “1987 Agreement”). This agreement contained language similar to that of the 1982 Agreement and included a cost of living formula. It also included a final best offer mechanism which said:

“Within 90 days before the termination of the collective agreement, the Employer and the Union may initiate negotiations for a new contract. The terms and conditions of the agreement shall remain in effect until an agreement is reached, a decision is rendered by an arbitrator, or until one or the other of the parties exercises its right to strike or lock-out.

Within the two weeks preceding acquiring the right to strike or lock-out, including the acquisition of such rights through the operation of Article X of the present agreement, either of the parties may request the exchange of “Last final best offers,” and both parties shall do so simultaneously and in writing within the following forty-eight (48) hours or another time period if mutually agreed by the parties. The “Last final best offers” shall contain only those clauses or portions of clauses upon which the parties have not already agreed. Should there still not be agreement before the right to strike or lock-out is acquired, either of the parties may submit the disagreement to an arbitrator selected in accordance with the grievance procedure in the collective agreement. In such an event, the arbitrator, after having given both parties the opportunity to make presentations on the merits of their proposals, must retain in its entirety either one or the other of the “Last final best offers” and reject, in its entirety, the other. The arbitrator’s decision shall be final and binding on both parties and it shall become an integral part of the collective agreement.”

³ This same language was used with respect to the 1987 Agreement except that the November 12, 1982 date was changed to March 5, 1987.

[17] As such, if there was no agreement prior to the acquisition of a right to strike or lock-out, either of the parties could require that best final offers be exchanged and submitted to the arbitrator selected in accordance with the grievance procedure contained in the collective agreement. The arbitrator would choose one of the last final best offers which then would be binding on the parties and become part of the collective agreement.

[18] The 1987 Agreement was incorporated into the 1987-1990 collective agreement and all subsequent collective agreements. The incorporation language was similar to that used for the 1982 Agreement. The 1987 Agreement was also to be binding on purchasers, successors and assigns of the company.

[19] Typically, each collective agreement would expire after three years. There would then be a hiatus during which time a new collective agreement would be negotiated. It would then be signed and back dated to commence on the first day following the termination of the last collective agreement. So, for example, on November 12, 1982, the parties signed a collective agreement that covered the period July 1, 1981 to June 30, 1984 and then on September 16, 1985 they signed a collective agreement that covered the period July 1, 1984 to April 30, 1987. The last collective agreement covers the period 2010 to 2017. It too is to be binding on purchasers, successors and assigns of the company.

(iii) 1991 Decision of Québec Court of Appeal

[20] Disputes arose regularly amongst the typographers, the Union and The Gazette. On numerous occasions, the Québec Court of Appeal has been obliged to rule on these disputes and on the impact and purport of both the 1982 and 1987 Agreements.

[21] In an appeal brought by two typographers in 1991, the critical question before the Québec Court of Appeal was whether the terms of the 1982 Agreement which was attached and described as Entente C to the collective agreement constituted discrimination on the grounds of age because it required retirement by the age of 65. The two typographers had not signed the 1982 Agreement. After their 65 birthdays, they were told that their employment would end on June 8, 1985. The typographers filed complaints on June 10 and 17, 1985. The

Page: 7

collective agreement had expired on June 30, 1984 and a new collective agreement was not reached until September, 1985. The Superior Court judge concluded that the 1982 Agreement was in the nature of a civil contract and as the two typographers had not signed it, they were not bound by its terms.

[22] Rothman, J.A. had to determine whether the 1982 Agreement which was only signed by some typographers extended to cover all typographers as would have been the case if the 1982 Agreement were a collective agreement. He observed that the September, 1985 collective agreement again incorporated "the provisions of Entente "C" [the 1982 Agreement] which had formed part of the previous collective agreement."

[23] He went on to write:

"In my respectful opinion, the Entente was not merely a "civil contract" as the Superior Court suggests. It was negotiated and signed by The Gazette and the Union that had been certified to represent the composing room employees and it was specifically stated to form part of the Collective Agreement to which it was annexed. If the Entente was valid, it would have been legally binding on all of the employees whether or not they signed it."⁴

[24] He stated that the collective agreement could not have a term exceeding three years.

He went on to state:

"In my view, the Entente formed part of the Collective Agreement and any of the Employees who did not sign would nonetheless be bound by it. The Entente was negotiated on behalf of all of the composing room employees by a Union that was certified to represent them. It covered conditions of employment and it was expressly stated to form part of the Collective Agreement. If it was valid, I can see no reason why it would not have been legally binding on all of the composing room employees, whether or not they signed it."⁵

⁴ Page 515 of Motion Record of Di Paulo and Blondin.

⁵ *Ibid* p. 516

[25] Having concluded that the 1982 Agreement covered all typographers regardless of whether they were signatories to it, he then went on to consider whether the Entente was valid in light of the provisions of the *Labour Standards Act*⁶ and the *Québec Charter of Human Rights and Freedoms*⁷ prohibiting discrimination on the grounds of age. He concluded that it did not contravene either statute.

(iv) 1999 Québec Court of Appeal Decision

[26] The parties attended before the Quebec Court of Appeal in 1999, 2003 and 2008. I do not intend to summarize each decision but will extract certain key components.

[27] On June 3, 1996, the applicable collective agreement being at an end, The Gazette had issued a lockout notice and stopped paying the 11 typographers. The Union and the 11 typographers challenged The Gazette's failure to participate in the final best offer procedure outlined in the 1987 Agreement and submitted that the 11 were entitled to salaries and benefits lost since the lockout.

[28] In 1999, the Court of Appeal had to determine the nature and scope of the 1982 and 1987 Agreements to decide "whether they could still produce effects after the lockout of June 3, 1996." The Court concluded firstly that The Gazette had breached the 1987 Agreement by refusing to exchange final best offers. Secondly, the Court determined that the 11 typographers were entitled to damages if the lock-out was unduly prolonged due to the employer's refusal to participate in the process. The Court of Appeal was of the view that the arbitrator should decide that question.

[29] In reaching the Court's decision, Rousseau-Houle J.A. wrote that the 1987 Agreement was incorporated into the collective agreement as was the 1982 Agreement. The parties intended that the 1982 and 1987 Agreements remain in full force notwithstanding the expiry

⁶ R.S.Q. ch. N-1.

⁷ R.S.Q. ch. C-12.

of the collective agreements.⁸ The 1982 and 1987 Agreements provided: (1) an employment and a salary guarantee, (2) an agreement not to renegotiate the guaranteed protection and, (3) a compulsory process for renewing the collective agreement. The 1982 and 1987 Agreements created vested rights collectively and they had to survive the expiry of the collective agreement. “The union and the employer created vested rights for the typographers including the right to job security until the age of 65, a salary adjusted to the cost of living and a compulsory arbitration mechanism. Nothing in the law precludes such a solution.”⁹ Rousseau-Houle J.A. referred to the Supreme Court of Canada’s decision in *Dayco Canada Ltd. v. TCA Canada*¹⁰ dealing with vested rights the exercise of which could be requested after the end of a collective agreement. She observed that the Agreements came into effect as independent civil agreements if the collective agreement was cancelled, lapsed or became inapplicable.

(v) 2003 Québec Court of Appeal decision

[30] This time the issue before the Court was whether an interim ruling of the arbitrator was correct. The arbitrator had ordered that the damages of the typographers were limited to compensation for lost salary and benefits during the lockout and that the period was limited to June 4, 1996 to January 21, 2000, when The Gazette submitted its final best offer. This interim ruling was upheld by the Court of Appeal. In writing for the court, Yves-Marie Morissette J.A. observed that:

- a) the 1982 and 1987 Agreements were applicable only between the expiry of one collective agreement and its replacement by a new one; and
- b) the 1999 Court of Appeal decision dealt with the legal characterization of the arbitration procedure. “It establishes

⁸ Page 25.

⁹ Page 26.

¹⁰ [1993] 2 S.C.R. 230.

that the procedure is indeed consensual, and based on [TRANSLATION] “a perfect arbitration clause obliging the parties to carry out the agreements in accordance with the ordinary rules of law. The grievance procedure that is provided for in the collective agreement and to which the arbitration clause refers is used only as a procedural framework for applying the latter.” As a result of this analysis, the [TRANSLATION] “disagreements” submitted to arbitration pursuant to the terms of Article IX of the 1987 agreement are neither “grievances” within the meaning of paragraph 1(f) of the *Labour Code*, R.S.Q. c. C-27, since they do not deal with “the interpretation or application of a collective agreement”, nor “disputes” within the meaning of para. 1(e) of the *Code*, since they are not [TRANSLATION] “disagreement[s] respecting the negotiation or renewal of a collective agreement or its revision by the parties under a clause expressly permitting the same”. Those “disagreements” actually constitute “disputes” within the meaning of article 944 *C.C.P.* ”

C.C.P. refers to the *Code of Civil Procedure* that governs civil actions in Quebec.

[31] While appealing one of the arbitral decisions, The Gazette had paid salaries and benefits between February 5, 1998 and October 30, 1998. In February, 2001, The Gazette commenced a civil action against the typographers to recover these amounts. This action is still outstanding. It was acquired by the Respondent Purchaser as part of the APA.

(vi) 2008 Quebec Court of Appeal Decision

[32] In deciding whether the lockout had been unduly prolonged so as to justify an award of damages, the arbitrator interpreted the issue to be considered as requiring him to determine whether there had been an abuse of rights by The Gazette which unduly prolonged the lockout. In 2008, the Court of Appeal determined that the arbitrator had addressed the wrong issue. The only issue that needed to be addressed was whether the lockout would have ended earlier than January 21, 2000 had the exchange of final best offers taken place following the April 30, 1996 request. The Court of Appeal remitted the matter to the arbitrator to answer that question.

[33] Since then, the arbitrator has determined that had the final best offer procedure been adhered to, the lockout would have lasted until May, 1999. Therefore the typographers were

entitled to damages covering the nine month period from May, 1999 to January, 2000. He did not order this amount to be paid, however, because The Gazette's request for reimbursement was still outstanding and had to be addressed. He therefore gave the parties an opportunity to settle the issue but retained jurisdiction. The Union and the typographers then challenged the arbitrator's January 21, 2009 decision.

[34] As mentioned, on January 8, 2010, an initial CCAA order was granted and proceedings against the LP Entities were stayed including those involving The Gazette and the typographers. Subsequently, the Respondent Purchaser acquired the assets of the LP Entities on a going concern basis for approximately \$1.1 billion. I approved both the APA and the claims procedure to be used with respect to the CCAA plan.

[35] As mentioned, six of the 11 typographers have now retired or resigned although one retired after the closing of the APA. The remaining five, including Mr. Di Paulo and Ms. Blondin, are still employed at The Gazette by the Respondent Purchaser as "Transferred Employees" under the APA.

(b) The APA

[36] The APA delineates the assets purchased, the liabilities that are assumed and those that are excluded. The purchase price included the amount of the Assumed Liabilities as defined in the APA.

[37] The focus of this review of the APA is to ascertain whether the Respondent Purchaser assumed the liabilities that relate to the typographers. The relevant provisions of the APA with emphasis added by me are as follows:

(i) The Purchase and Sale

s 2.1 On the Acquisition Date effective as at the Acquisition Time, pursuant to the Sanction and Vesting Orders, the LP Entities shall sell and Purchaser shall purchase the Acquired Assets, free and clear of all Encumbrances (other than Permitted Encumbrances) and Purchaser shall

assume the Assumed Liabilities, in each case, on the terms of and subject to the conditions of this Agreement, the *CCAA* Plan and the Sanction and Vesting Orders.

[38] Therefore, generally speaking, if the claims of the Moving Parties constitute Assumed Liabilities, the Respondent Purchaser is responsible for them. To assist in finding the answer to this question, one must examine the definitions found in the APA.

(ii) Definitions

(a) Assumed Liabilities

s.1.1(19) "Assumed Liabilities" means (i) Accounts Payable, Deferred Revenue Obligations, Accrued Liabilities and Insured Litigation Deductibles, (ii) the other Liabilities of the LP Entities relating to the Business accrued due on, or accruing due subsequent to the Acquisition Date under the Assumed Contracts, Licences and the Permitted Encumbrances, (iii) the Liabilities of the LP Entities relating to the Transferred Employees, and (iv) other Liabilities to be assumed by Purchaser as specifically provided for under this Agreement.

(b) Liabilities

s. 1.1(86) "Liabilities" of a Person means all Indebtedness, obligations and other liabilities of that Person whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due.¹¹

s. 1.1(3) "Accrued Liabilities" means liabilities relating to the Business incurred by the LP Entities as of the Acquisition Time but on or after the Filing Date in the Ordinary Course of Business and in accordance with the terms of the Initial Order and this Agreement, including liabilities in respect of pre and post-filing accruals for vacation pay for Transferred Employees, customer rebates and allowance for product returns.

(c) Assumed Contracts

¹¹ Person includes a corporation.

s 1.1(18) "Assumed Contracts" means all Contracts, Personal Property Leases and Real Property Leases, other than the Excluded Contracts and Leases.

s 1.1(40) "Contracts" means all contracts and agreements relating to the Business to which any of the LP Entities is a party at the Acquisition Time...

Acquisition Time is defined as being three days after the sanction and vesting orders became final.

Excluded Contracts and Leases are described in Schedule 3.1(3). It includes certain lease agreements, financing agreements and material contracts. The Schedule does not include any collective agreements nor does it include the 1982 or 1987 Agreements.

(d) Transferred Employees

s 1.1(147) "Transferred Employees" means (i) Union Employees and (ii) non-Union Employees who accept offers of employment by Purchaser or who begin active employment with Purchaser as of the Acquisition Date or their next scheduled work day.

(e) Employees

s 1.1(52) "Employees" means any and all (i) employees who are actively at work (including full-time, part-time or temporary employees) of the LP Entities, including Misaligned CMI Employees; and (ii) employees of the LP Entities who are on approved leaves of absence (including maternity leave, parental leave, short-term disability leave, workers' compensation and other statutory leaves).

(f) Union Employees

s 1.1 (149) "Union Employees" has the meaning given to it in section 5.1(2)(a).

[39] Employee matters are addressed in Article 5 of the APA. Under this Article, the Purchaser was to offer employment to all Employees subject to certain terms. The definition of Union Employees is found in this article. It and other relevant subsections state:

s 5.1(2) Subject to section 5.1(3) and section 5.1(4)¹², Purchaser shall offer employment, effective as of the Acquisition Date and conditioned on the completion of the Acquisition, to all Employees immediately prior to the Acquisition Date on the following terms and conditions:

- (a) to Employees who are part of a bargaining unit ("Union Employees") in respect of which a collective agreement is in force, or has expired and the terms and conditions of which remain in effect by operation of law, the terms and conditions provided for in such collective agreement, or expired collective agreement if such terms and conditions remain in effect by operation of law, subject to any amendments or alterations to the terms thereof to which the bargaining agent under such collective agreement or expired collective agreement consents; and
- (b) to all other Employees ("Non-Union Employees") on substantially similar terms and conditions as their then existing employment immediately prior to the Acquisition Date, excluding any equity or equity-like compensation, supplementary retirement or supplementary pension arrangements or plans.

s 5.4(1) The provisions of this Article 5 insofar as they relate to unionized Employees shall be subject and subordinate to the provisions of the relevant collective agreements (including expired collective agreements that continue by operation of law) and Purchaser shall be bound as a successor employer to such collective agreements to the extent required by Applicable Law¹³.

s 5.1(9) No Employee or Person other than the LP Entities and Purchaser shall be entitled to any rights or privileges under this Section 5.1 or under any other provisions of this Agreement. Without limiting the foregoing, no provision of this Agreement shall: (i) create any third party beneficiary or other rights in any bargaining agent representing Employees or in any other Employee or former employee of an LP Entity

¹² These sections are not relevant to the facts before me.

¹³ The definition of Applicable Law is all encompassing. It means, in respect of any Person, property, transaction, event or other matter, any law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies, in each case, having the force of law, of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.

(or on any beneficiary or dependant of any Employee or former employee of an LP Entity); (ii) constitute or create an employment agreement or collective agreement; or (iii) constitute or be deemed to constitute an amendment to any of the Purchaser Established Benefit Plans, National Post Benefit Plans or LP Benefit Plans.

[40] Except as specifically provided for in the APA, the Purchaser did not assume liabilities.

s 3.2 Except as specifically provided in this Agreement, Purchaser shall not assume and shall not be obliged to pay, perform or discharge any Liabilities of any LP Entity which arise or relate to the Business or otherwise. Without limiting the generality of the foregoing, Purchaser shall not assume and shall have no obligations in respect whatsoever of any of the Excluded Liabilities or any Claims relating thereto.

[41] "Excluded Liabilities" are defined in section 1.1(62) as meaning all liabilities of the LP Entities other than the Assumed Liabilities, and for certainty includes all of the Liabilities described in Schedule 1.1(62). Schedule 1.1(63) is in fact the schedule that lists the Excluded Liabilities. The following are Excluded Liabilities:

s 1.1(63) (i) Certain Employee-Related Liabilities:

(i) all Liabilities of any kind, howsoever arising, in respect of any Employees or former employees other than the Transferred Employees (other than in connection with: the LP Pension Plans, as required by any collective agreement or the Purchaser Assumed Benefit Plans)

...

(k) Litigation:

All Liabilities in respect of any litigation proceedings, lawsuits, court proceedings or proceedings before any Governmental Authority against any of the LP Entities and their predecessors in respect of any matters, events or facts occurring prior to the Acquisition Time, other than the Insured Litigation Deductibles and the obligation to defend and/or settle all claims in connection therewith pursuant to Section 9.15.

[42] Representations and Warranties are found in section 7.6(2) of the APA. It states:

Except as disclosed in Schedule 7.6(2), neither any LP Entity nor National Post is a party to or bound by any collective agreement, labour contract, letter of understanding, memorandum of understanding, letter of intent, voluntary recognition agreement, or other legally binding commitment to any labour union, trade union, employee association or similar entity in respect of any Employees...

[43] Schedule 7.6(2) includes the most recent collective agreement between The Gazette and the CEP dealing with the typographers and which in turn includes the 1982 and 1987 Agreements.

(c) *The Québec Labour Code*

[44] Section 45 of the *Québec Labour Code* provides:

The alienation or operation by another in whole or in part of an undertaking shall not invalidate any certification granted under this Code, any collective agreement or any proceeding for the securing or for the making or carrying out of a collective agreement.

The new employer, notwithstanding the division, amalgamation or changed legal structure of the undertaking, shall be bound by the certification or collective agreement as if he were named therein and shall be ipso facto a party to any proceeding relating thereto, in the place and stead of the former employer.

(d) *Claims Procedure*

[45] As mentioned, the Amended Claims Procedure Order was granted on May 17, 2010. It delineated, amongst other things, how proofs of claim in the *CCAA* proceedings were to be filed by creditors and how certain claims were to be excluded from the procedure. An Employee Claim consisted of “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.” Excluded Claims included “all Grievances or claims that can only be advanced in the form of a Grievance pursuant to the terms of a collective bargaining agreement”. Grievance was defined as meaning “all grievances filed by

bargaining agents (the "Unions") representing unionized employees of the LP Entities, or their members, under applicable collective bargaining agreements".

[46] Mr. Di Paulo and Ms. Blondin filed claims for \$6,604,376.80 and \$6,431,536.80 respectively. CEP also filed a claim on behalf of the remaining 9 typographers on a without prejudice basis so as to preserve their rights. Each claim amounted to \$500,000.

(e) LP Entities' and Monitor's Correspondence on Claims Procedure

[47] On May 31, 2010, counsel for the LP Entities, Sven Poysa of Osler, Hoskin & Harcourt LLP, wrote to counsel for Mr. Di Paulo and Ms. Blondin stating:

"The Claims Procedure Order excludes certain claims from the Claims Procedure, including claims arising from grievances filed by bargaining agents (the "Unions") representing unionized employees of the LP Entities, or their members, under applicable collective bargaining agreements. Holders of Excluded Claims (as defined in the Claims Procedure Order) are not included in the Claims Procedure and can proceed to advance such claims outside of the Claims Procedure in the ordinary course. The above Grievance Matter is properly characterized as an Excluded Claim. Accordingly, your claim will not be included in the Claims Procedure."

[48] Mr. Poysa went on to state that the APA had been approved by the court and the Purchaser would be assuming certain liabilities of the LP Entities on closing "which may include the Grievance Matter".

[49] On July 14, 2010, Quebec counsel acting on behalf of 9 typographers filed a proof of claim to preserve their clients' rights. In response, the Monitor's counsel wrote that pursuant to the APA, the Respondent Purchaser had agreed to purchase substantially all of the assets and assume substantially all of the liabilities of the LP Entities. Counsel wrote:

"The Claims Procedure Order excludes certain claims from the Claims Procedure, including claims arising from grievances filed by bargaining agents (the "Unions") representing unionized employees of the LP Entities, or their members, under applicable collective bargaining agreements which are Assumed Liabilities under the APA. Holders of Excluded Claims (as defined in the Claims Procedure Order) are not included in the Claims Procedure and can proceed to advance such claims outside of the Claims Procedure in the

ordinary course which in the case of Assumed Liabilities is against the Purchaser.

In your letter of July 14, 2010, you stated that you were of the view that your clients' claim was an Excluded Claim. If your position remains that your clients' claim is an Excluded Claim, you must withdraw the claim from the Claims Procedure and pursue your claim against and through the Purchaser. Please note that if you withdraw your claim from the Claims Procedure and are ultimately unsuccessful in establishing that your claim is an Assumed Liability under the APA, you will not be able to share in the distributions to be made under the Plan to the LP Entities' creditors."

Issue

[50] I must determine whether the claims asserted against The Gazette by the Moving Parties have been assumed as liabilities by the Respondent Purchaser under the APA and whether they are Excluded Claims under the Amended Claims Procedure Order.

Positions of the Parties

[51] In brief, the positions of the parties are as follows. The Moving Party Union submits that the claim is an Excluded Claim according to the definitions contained in the Amended Claims Procedure Order and that this view is shared by both counsel to the LP Entities and counsel to the Monitor.

[52] In addition, the Union states that the claim is an Assumed Liability under the APA. The APA provides that the Liabilities of the LP Entities relating to the Transferred Employees and other Liabilities as specifically provided for under the APA are to be assumed by the Purchaser. Section 5.4 of the APA provides that the Purchaser shall be bound as a successor employer to such collective agreements to the extent required by Applicable Law. This means that the Purchaser assumes all collective agreement liabilities. This is confirmed by Schedule 1.1(63) of the APA which excludes all liabilities except those required by any collective agreement and also by the provisions of the Quebec Labour Code.

[53] The Union also submits that past judicial consideration and equity support the Union's interpretation and position. Lastly, and in the alternative, the 5 remaining typographers are clearly within the ambit of Assumed Liabilities under the APA.

[54] The position of Mr. Di Paulo and Ms. Blondin is similar to that of the Union. Additionally, they submit that the Purchaser is bound by the obligations of the LP Entities found in the 2010-2017 collective agreement which again includes the 1982 and 1987 Agreements both of which provide that they are binding on third party purchasers and also as a result of the application of the Quebec Labour Code.

[55] The Respondent Purchaser takes the position that the liability of The Gazette represents a pre-filing civil liability for damages for breach of contract and is not in the nature of a grievance. Secondly, the claims of the Moving Parties do not fall within the definition of Assumed Liabilities contained in the APA. Furthermore, as litigation, the claims are expressly excluded from the ambit of the APA. Such an interpretation is consistent with the overall interpretation of the APA read as a whole. Similarly, the claims for damages do not arise as successor employer obligations under the collective agreement. The Respondent Purchaser has never had any involvement with or connection to the claims of the typographers.

Discussion

[56] The claims of the Moving Parties that are in issue represent in part damages consisting of wages and benefits that would have been paid to the typographers had The Gazette participated in the final best offer procedure set forth in the 1987 Agreement. The damages flowed from a breach of the Agreement at a time when the old collective agreement had expired and a new collective agreement had not yet been negotiated. As noted by the Quebec Court of Appeal in 1999 and 2003, the dispute fell within the parameters of the Code of Civil Procedure that governs civil actions in the Province of Quebec.

[57] The arrangement negotiated by the Union and The Gazette was unusual. It was designed to provide protection to the typographers in exchange for which The Gazette was free to proceed with the technological changes it desired unencumbered by a resistant union

and typographers. Due to the applicable law then in force, a collective agreement could not exceed three years in duration. The 1982 and 1987 Agreements were negotiated to provide for seamless protection for the workers. They would cover any hiatus between collective agreements and were incorporated into every subsequent collective agreement. Based on the decisions of the Quebec Court of Appeal in 1999 and 2003, the claims of the Moving Parties are not technically grievances although their origins are tied to the collective agreements negotiated by the Union and The Gazette.

[58] I do note that the Quebec Court of Appeal treated the Agreements as hybrid creatures. In 1991, the Court stated that the Agreements encompassed all typographers including those who were not signatories. As J. A. Rothman stated, the Entente or the 1982 Agreement was not simply a "civil contract". In contrast, Yves-Marie Morissette J.A. described the disagreements relating to the 1982 and 1987 Agreements as being disputes within the meaning of the Code of Civil Procedure.

(a) Transferred Employees

[59] The APA contemplates that the Purchaser will continue to operate all of the businesses of the LP Entities in substantially the same manner as they had been operated and would offer employment to substantially all of the employees of the LP Entities. The existing collective agreements including that governing the typographers will continue.

[60] As part of the purchase transaction, the Purchaser agreed to assume certain liabilities and indeed the purchase price included the amount of the Assumed Liabilities. The Assumed Liabilities expressly included the liabilities of the LP Entities relating to the Transferred Employees. Liabilities are given a very broad definition in the APA. They encompass all obligations and other liabilities whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due.

[61] One must then consider who is included in the definition of Transferred Employees. Transferred Employees include Union Employees in respect of which a collective agreement is in force or has expired.

[62] This then leads one to the definition of Union Employees. Union Employees consist of active employees and employees on approved leaves of absence who are part of a bargaining unit in respect of which there is a collective agreement. This definition causes me to conclude that under the APA, as active employees, Mr. Di Paulo and Ms. Blondin are Transferred Employees and The Gazette's liability to them is assumed by the Respondent Purchaser as is the liability to the other four typographers who were not retired or who had not resigned as of the date of the closing of the APA.

[63] In my view, the description of Excluded Liabilities found in the APA does not detract from this conclusion. Firstly, the Assumed Liabilities are specifically enumerated. Secondly, Excluded Liabilities means all Liabilities of the LP Entities other than the Assumed Liabilities. Thirdly, the exclusions themselves expressly except liabilities of the Transferred Employees. Even if one were to accept that the language of the litigation exception is broad enough to encompass the Moving Parties' claims, it does not overcome these other explicit provisions.

[64] It seems to me clear therefore that the parties to the APA intended that the Assumed Liabilities would extend to cover liabilities relating to the Transferred Employees. This would cover the typographers still employed by the LP Entities and would cover "liabilities relating to them" as stated in section 1.1(19)(iii) of the APA. I would also add that the third party provision contained in the APA does not serve to relieve the Respondent Purchaser from these obligations.

[65] This conclusion is also consistent with the Amended Claims Procedure order. Under paragraph 21 of that order, the LP Entities are to deliver a LP Entities' claims package to each LP Creditor with an Employee Claim as soon as practicable. Employee Claim is defined as "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." It is therefore clear that the claims process did not apply to employee related liabilities assumed by the Purchaser.

[66] In conclusion, The Gazette's liability to the Transferred Employees is assumed by the Respondent Purchaser. The Transferred Employees include Mr. Di Paulo, Ms. Blondin and the four other typographers who had not retired or resigned as of the closing of the APA. They need not participate in the *CCAA* claims procedure.

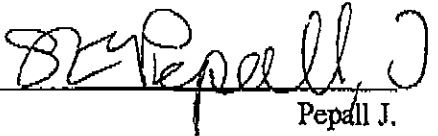
(b) Remaining Typographers

[67] The next issue to consider is whether The Gazette's liability to the remaining five typographers who retired or resigned before the closing of the APA is assumed by the Respondent Purchaser. Certainly they are not Transferred Employees within the definition of the APA. Similarly, they are not captured by Article 5 which addresses Employees who are actively at work or on a leave of absence. It is possible to argue that the definition of Assumed Liabilities extends to include the remaining typographers, however, in my view, this is straining the interpretation of the APA and does not accord with the intention of the contracting parties. Dealing firstly with section 1.1(19)(ii) of the APA, while the collective agreement which includes the 1982 and 1987 Agreements is an Assumed Contract within the meaning of the APA, any obligation to the remaining typographers accrued due well before the Acquisition Date. Similarly, the remaining typographers' claims are not within section 1.1(19) (iv) of the APA as the liability is not specifically provided for under the APA. Rather, the remaining typographers are specifically addressed in the provisions of the APA dealing with Excluded Liabilities. Schedule 1.1(63) expressly provides that all Liabilities of any kind in respect of former employees are excluded (other than pension plans). It seems to me therefore, that the claims advanced by the CEP on behalf of the remaining typographers do not represent liabilities that are assumed by the Respondent Purchaser pursuant to the provisions of the APA.

[68] As for the provisions of the Amended Claims Procedure Order, it excluded claims that could only be advanced as a grievance or in the form of a grievance pursuant to the terms of a collective bargaining agreement. The claims asserted by the CEP on behalf of the remaining typographers do not fall within that description. Accordingly, they may be submitted and disposed of in accordance with the Amended Claims Procedure Order.

Conclusion

[69] In conclusion, the claims of the Transferred Employee typographers are Assumed Liabilities within the meaning of the APA and those typographers need not participate in the claims process. The claims of the remaining typographers are not and their claims may be submitted and disposed of in accordance with the Amended Claims Procedure Order. Accordingly, the motion brought by the Moving Parties Di Paulo and Blondin is granted. The motion brought by CEP is granted insofar as it relates to the other Transferred Employees and is otherwise dismissed. The Monitor is to establish a reserve for the claims of all of the Moving Parties until the requisite time for any appeals has expired.


Pepall J.

Released: January 5, 2011

CITATION: Canwest Global Publishing Inc., 2010 ONSC 6818
COURT FILE NO.: CV-10-8533-00CL
DATE: 20110105

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

REASONS FOR DECISION

Pepall J.

Released: January 5, 2011

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THURSDAY, THE 30TH
)
MADAM JUSTICE PEPALL) DAY OF DECEMBER, 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.**

**ORDER
(Extending Final Distribution Date)**

THIS MOTION made by Eriberto Di Paolo and Rita Blondin (collectively, the "Individual Typographers") and the Communications, Energy and Paperworkers Union of Canada, Local 145 (the "Union") for an order, *inter alia*, declaring that the claim filed by the Union dated July 14, 2010 and the claims filed by the Individual Typographers against Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc., and Canwest (Canada) Inc., and Canwest Limited Partnership/Canwest Societe en Commandite (collectively, the "LP Entities") are Assumed Liabilities pursuant to the Asset Purchase Agreement approved by this Court on May 17, 2010 (the "APA") was heard on December 10, 2010 at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Union, the Notice of Motion of the Individual Typographers, the Affidavit of Don McKay sworn December 2, 2010, the Affidavit of Eriberto Di Paolo sworn December 2, 2010, the Affidavit of Rita Blondin

sworn December 2, 2010, the Affidavit of Eileen Flood sworn December 5, 2010, the Factum of the Union, the Factum of the Individual Typographers and the Factum of Postmedia Networks Inc. (the "Purchaser") and on hearing from counsel for the Union, the Individual Typographers, the Purchaser and the Monitor, no one else appearing.

1. **THIS COURT ORDERS** that the definition of "**Final Distribution Date**" contained in section 1.1 of the consolidated plan of compromise concerning, affecting and involving the LP Entities dated as of May 20, 2010, as amended (the "**Plan**") is hereby amended to read as follows:

"**Final Distribution Date**" means the earlier of (i) February 28, 2011; and (ii) the date which is ten (10) Business Days following the resolution of all Disputed Claims.

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

JAN 18 2011

PER / PAR:



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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

David R. Byers LSUC #: 22992W
Tel: (416) 869-5697

Maria Konyukhova LSUC#: 52880V
Tel: (416) 869-5230

Sarah Clarke LSUC#: 57377M
Tel: (416) 869-6835
Fax: (416) 947-0866

Lawyers for the Monitor

TAB 4

Appendix

All amounts in CAD '000s ^(b)

LP Entities

	Accepted		Settlement Pending			To Be Resolved		
	# of claims	Accepted Value (\$)	# of claims	Value as per Creditor (\$)	Tentative Settlement Value (\$)	# of claims	Value as per Company (\$)	Value as per Creditor (\$)
LP Noteholder Claim	unknown ^(b)	450,360	0	0	0	0 ^(b)	0	0
LP Subordinated Lenders	11	78,361	0	0	0	0	0	0
Other Claims	827	53,566	0	0	0	11	0	17,512

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.

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

**AFFIDAVIT OF PAUL BISHOP
(sworn February 22, 2011)**

I, Paul Bishop, of the City of Toronto, in the Province of Ontario MAKE OATH
AND SAY:

1. I am a Senior Managing Director of FTI Consulting Canada Inc. ("FTI") and, as such, I have knowledge of the matters to which I hereinafter depose.
2. On January 8, 2010, Canwest Publishing Inc./Publications Canwest Inc., Canwest Books Inc., Canwest (Canada) Inc. and Canwest Limited Partnership/Canwest Societe en Commandite (collectively the "LP Entities"), obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended, (the "CCAA") pursuant to the initial order granted by the Honourable Madam Justice Pepall (the "Initial Order"). FTI was appointed as monitor (the "Monitor") of the LP Entities. The proceedings commenced by the LP Entities under the CCAA will be referred to herein as the "CCAA Proceedings".
3. This affidavit is made in support of a motion for, *inter alia*, the approval of fees and disbursements of FTI for the period of July 16, 2010 to December 31, 2010.

Attached and marked collectively as **Exhibit "A"** to this affidavit are true copies of the accounts rendered to the LP Entities for the period of July 16, 2010 to December 31, 2010 (redacted for confidential information), in the total amount of \$768,596.65.

4. Attached hereto as **Exhibit "B"** is a schedule summarizing each invoice in Exhibit "A", the fees, disbursements, HST and total fees charged for each invoice.

5. Attached hereto as **Exhibit "C"** is a schedule summarizing the billing rates and total amounts billed with respect to each member of FTI that rendered services in the CCAA Proceedings from July 16, 2010 to December 31, 2010.

6. To the best of my knowledge, the rates charged by FTI throughout the course of the CCAA Proceedings are comparable to the rates charged by other firms in the Toronto market for the provision of similar restructuring services.

7. The hours spent on this matter involved monitoring the LP Entities and dealing with a number of CCAA issues (as more particularly described in the Monitor's reports) and I believe that the total hours incurred by FTI were reasonable and appropriate in the circumstances.

8. Additional professional time will be required to complete the CCAA Proceedings.

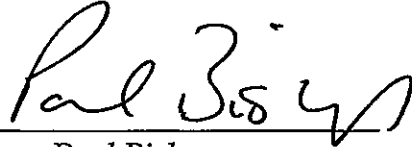
9. FTI requests that the Court approve its accounts for the period of July 16, 2010 to December 31, 2010 for fees in the amount of \$659,870.00, disbursements of \$20,303.99 and HST of \$88,422.66.

10. This Affidavit is sworn in support of a motion for the approval of the fees and disbursements and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on February 22, 2011.

Wela Zhi Wen Quan, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law,
Expires May 5, 2012.

Commissioner for Taking Affidavits



Paul Bishop

TAB A

EXHIBIT " A "

referred to in the Affidavit of

PAUL BISHOP

Sworn February 22, 2011



**Wela Zhi Wen Quan, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law,
Expires May 5, 2012.**

Canwest Limited Partnership
 012660.0008 - July 31, 2010
 Invoice # 7242568

Date	TK#	Name	Hours	Amount	Hours	Amount	Narrative	Task Code
07/16/10	15273	Ana Arevalo	2.00	\$ 220.00	2.00	\$ 220.00	Preparing mail merge and envelopes for mass mailing.	1
07/19/10	15273	Ana Arevalo	3.50	\$ 385.00	3.50	\$ 385.00	Assisting with preparation of mass mailing of creditor cheques.	1
07/20/10	15273	Ana Arevalo	4.00	\$ 440.00	4.00	\$ 440.00	Assisting with preparation of mass mailing of creditor cheques.	1
07/16/10	14800	Paul Bishop	2.50	\$ 2,012.50	2.50	\$ 2,012.50	Claims analysis and review, review of related claims and other issues, review of major claims.	1
07/19/10	14800	Paul Bishop	3.80	\$ 3,059.00	3.80	\$ 3,059.00	Review and discussions regarding [redacted] claim, withholding letter, other claim issues, call with RC regarding same.	1
07/20/10	14800	Paul Bishop	3.10	\$ 2,495.50	3.10	\$ 2,495.50	Claims and distributions, review of distribution model, calculation and schedule, execute documents for same.	1
07/21/10	14800	Paul Bishop	3.30	\$ 2,656.50	3.30	\$ 2,656.50	Calls with Stikemans and [redacted] regarding [redacted] account, claims review and analysis, documents for opening of trading account, calls.	1
07/22/10	14800	Paul Bishop	4.10	\$ 3,300.50	4.10	\$ 3,300.50	Finalise report and fee affidavit, execute same, call regarding [redacted] letter finalised, letter regarding claim and go forward plan.	1
07/23/10	14800	Paul Bishop	3.30	\$ 2,656.50	3.30	\$ 2,656.50	Review Hollinger matter, correspondence, review regarding typographers and other claims.	1
07/26/10	14800	Paul Bishop	4.20	\$ 3,381.00	4.20	\$ 3,381.00	Review of [redacted] claims, review of other major outstanding claims, call with [redacted] and Stikemans regarding same.	1
07/27/10	14800	Paul Bishop	3.30	\$ 2,656.50	3.30	\$ 2,656.50	Claims analysis and resolution, call with Stikemans regarding claims status and other matters.	1
07/28/10	14800	Paul Bishop	3.70	\$ 2,978.50	3.70	\$ 2,978.50	Conference call with Darren regarding status of [redacted] claims, claims resolution matters, [redacted] and other employee related claims.	1
07/29/10	14800	Paul Bishop	3.90	\$ 3,139.50	3.90	\$ 3,139.50	Claims resolution, call with Stikemans regarding claim and timing thereof, email to Ministry Of Justice regarding same, distribution questions, review of final invoices and retainers.	1
07/30/10	14800	Paul Bishop	2.20	\$ 1,771.00	2.20	\$ 1,771.00	[redacted] claims, [redacted] and general claims.	1
07/19/10	14856	Steven Bissell	8.00	\$ 5,440.00	8.00	\$ 5,440.00	Discussions with J. Porepa and P. Luthra regarding distributions. Discussions with J. Kerby (CRA Winnipeg) regarding information required with respect to withholding taxes on distributions to employee Affected Creditors. Conference call with Department Of Justice and Stikemans.	1
07/20/10	14856	Steven Bissell	6.80	\$ 4,624.00	6.80	\$ 4,624.00	Conference call with Stikemans regarding post-closing steps and deliverables. Review and comments on cover letters issued with distributions. Discussions with J. Porepa and P. Luthra regarding post-closing responsibilities. Discussions with finance staff.	1
07/21/10	14856	Steven Bissell	7.50	\$ 5,100.00	7.50	\$ 5,100.00	Management of Monitor bank accounts with respect to post-closing proceedings. Updates to employee information required by CRA with respect to withholding taxes. Analysis regarding [redacted] employee claimants in support of discussions with [redacted]. Conference calls regarding same.	1

07/16/10	15768	Golnaz Haghiri	1.00	\$	100.00	1.00	\$	100.00	Administrative duties.	1
07/19/10	15768	Golnaz Haghiri	3.00	\$	300.00	3.00	\$	300.00	Administrative duties.	1
07/20/10	15768	Golnaz Haghiri	3.00	\$	300.00	3.00	\$	300.00	Administrative duties.	1
07/21/10	15768	Golnaz Haghiri	0.50	\$	50.00	0.50	\$	50.00	Filing and organizing.	1
07/22/10	15768	Golnaz Haghiri	3.00	\$	300.00	3.00	\$	300.00	Administrative duties.	1
07/23/10	15768	Golnaz Haghiri	2.00	\$	200.00	2.00	\$	200.00	Filing and organizing.	1
07/30/10	15768	Golnaz Haghiri	2.00	\$	200.00	2.00	\$	200.00	Administrative duties.	1
07/26/10	14648	Patrick Leimkuehler	2.50	\$	887.50	2.50	\$	887.50	Review and respond to call log.	1
07/28/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review and respond to call log.	1
07/16/10	14648	Patrick Leimkuehler	6.00	\$	2,130.00	6.00	\$	2,130.00	Review distribution model and complete checks for accuracy.	1
07/19/10	14648	Patrick Leimkuehler	3.00	\$	1,065.00	3.00	\$	1,065.00	Review and respond to call log.	1
07/22/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review and respond to call log.	1
07/26/10	14888	Pamela Luthra	4.70	\$	2,350.00	4.70	\$	2,350.00	Preparation of employee template for HRSDC, responding to questions regarding the distribution, coordination with Computershare.	1
07/27/10	14888	Pamela Luthra	3.40	\$	1,700.00	3.40	\$	1,700.00	Preparing data requested by HRSDC, follow-up on litigation questions.	1
07/28/10	14888	Pamela Luthra	3.30	\$	1,650.00	3.30	\$	1,650.00	Preparation of Notices of Disallowance for late claims, preparation of status update for the Monitor's website, responding to lenders questions.	1
07/16/10	14888	Pamela Luthra	8.10	\$	4,050.00	8.10	\$	4,050.00	Meeting with Stikemans to discuss distributions, call with Computershare to discuss logistics for distributions, updating of the distribution model and preparation of templates for Computershare direction.	1
07/19/10	14888	Pamela Luthra	9.60	\$	4,800.00	9.60	\$	4,800.00	Preparation of distribution model under the Plan, preparation for mailing of distributions.	1
07/20/10	14888	Pamela Luthra	9.10	\$	4,550.00	9.10	\$	4,550.00	Post-closing call with Stikemans, preparation for mailing of distributions.	1
07/21/10	14888	Pamela Luthra	7.10	\$	3,550.00	7.10	\$	3,550.00	Coordination with Computershare regarding distribution, finance call to discuss supplier's questions regarding the claims process, preparation of fee schedules for the Monitor's Report, reconciliation of claims.	1
07/22/10	14888	Pamela Luthra	6.80	\$	3,400.00	6.80	\$	3,400.00	Preparation of employee data for HRSDC, call with Stikemans regarding insured litigation matters, reconciliation of claims.	1
07/23/10	14888	Pamela Luthra	6.10	\$	3,050.00	6.10	\$	3,050.00	Preparation of employee template for HRSDC, follow-up with claimants regarding disputes, responding to questions regarding litigation matters and legal fees.	1
07/20/10	14638	Colleen McCaughan	4.00	\$	1,420.00	4.00	\$	1,420.00	Review and respond to hotline emails, update claims system.	1
07/21/10	14638	Colleen McCaughan	1.00	\$	355.00	1.00	\$	355.00	Review and respond to hotline emails.	1
07/22/10	14638	Colleen McCaughan	2.00	\$	710.00	2.00	\$	710.00	Review and respond to hotline emails.	1
07/26/10	14638	Colleen McCaughan	1.00	\$	355.00	1.00	\$	355.00	Review and respond to hotline emails.	1
07/16/10	14638	Colleen McCaughan	3.50	\$	1,242.50	3.50	\$	1,242.50	Review and respond to hotline emails, completion of June fee application.	1
07/19/10	14638	Colleen McCaughan	3.00	\$	1,065.00	3.00	\$	1,065.00	Begin to fill out cash distribution checks.	1
07/27/10	14638	Colleen McCaughan	1.00	\$	355.00	1.00	\$	355.00	Review and respond to hotline emails.	1
07/16/10	15532	Jodi Porepa	8.20	\$	4,510.00	8.20	\$	4,510.00	Finalizing register. Reviewing Notice of Disputes in respect of Employee Claimants. Discussion of next steps regarding Tuesday distribution. Preparation for Tuesday distribution.	1

07/16/10	15532	Jodi Porepa	1.90	\$	1,045.00	1.90	\$	1,045.00	1	1,045.00	Reviewing distribution model.
07/26/10	15532	Jodi Porepa	6.50	\$	3,575.00	6.50	\$	3,575.00	1	3,575.00	Follow up on questions regarding distributions ([REDACTED]). Reviewing communication between CRA and FTI. Conference call with Stikemans regarding [REDACTED].
07/27/10	15532	Jodi Porepa	3.00	\$	1,650.00	3.00	\$	1,650.00	1	1,650.00	Conference call with Stikemans regarding next steps for [REDACTED]. Following up on claims to be reconciled. Discussions with Stikemans regarding employee claims.
07/29/10	15532	Jodi Porepa	4.00	\$	2,200.00	4.00	\$	2,200.00	1	2,200.00	Follow up on one claim in dispute. Discussions with claimant. Reviewing claims register. Responding to claimant calls. Discussions with CopmuterShare.
07/19/10	15532	Jodi Porepa	9.20	\$	5,060.00	9.20	\$	5,060.00	1	5,060.00	Preparing for distribution. Drafting cover letters for distribution.
07/20/10	15532	Jodi Porepa	8.50	\$	4,675.00	8.50	\$	4,675.00	1	4,675.00	Discussions with Company regarding process going forward at each of the newspapers and answering Company questions. Cleaning out Monitor files at National Post office. Preparation of claims summary for Court Report. Follow up with HRSDC in respect of employee claims and potential EI overpayment.
07/21/10	15532	Jodi Porepa	8.50	\$	4,675.00	8.50	\$	4,675.00	1	4,675.00	Discussions with Company regarding process going forward at each of the newspapers and answering Company questions. Cleaning out Monitor files at National Post office. Preparation of claims summary for Court Report. Follow up with HRSDC in respect of employee claims and potential EI overpayments.
07/22/10	15532	Jodi Porepa	8.00	\$	4,400.00	8.00	\$	4,400.00	1	4,400.00	Discussions with Company regarding process going forward at each of the newspapers and answering Company questions. Cleaning out Monitor files at National Post office. Preparation of claims summary for Court Report. Follow up with HRSDC in respect of employee claims and potential EI overpayment.
07/23/10	15532	Jodi Porepa	7.00	\$	3,850.00	7.00	\$	3,850.00	1	3,850.00	Review of CRA detail. Discussion with FTI staff regarding HRSDC requests regarding employee distributions. Following up on final fees and final reconciliations in respect of professional fees. Reading correspondence between FTI and CRA. Updating claims.

GRAND TOTAL 235.70 \$ 122,801.00 235.70 \$ 122,801.00

Canwest Limited Partnership
012660.0008 - August 29, 2010
Invoice # 7245155

Date	TK#	Name	Hours	Amount	Hours	Amount	Narrative	Task Code
08/18/10	15273	Ana Arevalo	0.60	\$ 66.00	0.60	\$ 66.00	Preparing draft invoice for period ending August 15, 2010.	1
08/04/10	15273	Ana Arevalo	0.60	\$ 66.00	0.60	\$ 66.00	Preparing draft invoice for period ending July 31, 2010.	1
08/09/10	14800	Paul Bishop	2.90	\$ 2,334.50	2.90	\$ 2,334.50	Prepare for [REDACTED] meeting, review claims, [REDACTED] and [REDACTED] claims material response and prepare for [REDACTED] meeting.	1
08/10/10	14800	Paul Bishop	3.40	\$ 2,737.00	3.40	\$ 2,737.00	Meeting with CRA & Ministry Of Justice, prepare for same and travel.	1
08/11/10	14800	Paul Bishop	10.40	\$ 8,372.00	10.40	\$ 8,372.00	CRA meeting follow up.	1
08/12/10	14800	Paul Bishop	3.30	\$ 2,656.50	3.30	\$ 2,656.50	Review employee and claim review.	1
08/26/10	14800	Paul Bishop	0.90	\$ 724.50	0.90	\$ 724.50	Review of settlement proposals and [REDACTED] claims correspondence conference call regarding scheduling.	1
08/27/10	14800	Paul Bishop	3.30	\$ 2,656.50	3.30	\$ 2,656.50	Correspondence review.	1
08/03/10	14800	Paul Bishop	1.10	\$ 885.50	1.10	\$ 885.50	Claims, [REDACTED] and employee discussion with JPorepa and others.	1
08/04/10	14800	Paul Bishop	3.60	\$ 2,898.00	3.60	\$ 2,898.00	Claims review and CRA.	1
08/05/10	14800	Paul Bishop	3.80	\$ 3,059.00	3.80	\$ 3,059.00	Calls and prepare for CRA meeting.	1
08/06/10	14800	Paul Bishop	4.40	\$ 3,542.00	4.40	\$ 3,542.00	queries regarding claim, calls regarding dealing with post filing claims.	1
08/23/10	14800	Paul Bishop	2.20	\$ 1,771.00	2.20	\$ 1,771.00	Discussions and review employee and [REDACTED] claims.	1
08/24/10	14800	Paul Bishop	3.60	\$ 2,898.00	3.60	\$ 2,898.00	Call regarding CRA court schedule.	1
08/25/10	14800	Paul Bishop	0.90	\$ 724.50	0.90	\$ 724.50	Vacation pay agreement, distribution reporting, CRA issues.	1
08/16/10	14800	Paul Bishop	1.90	\$ 1,529.50	1.90	\$ 1,529.50	CRA claim, distributions, email correspondence.	1
08/17/10	14800	Paul Bishop	1.70	\$ 1,368.50	1.70	\$ 1,368.50	Review of tax memo.	1
08/18/10	14800	Paul Bishop	0.90	\$ 724.50	0.90	\$ 724.50	Letter to CRA, call regarding same, other tax and claim matters.	1
08/19/10	14800	Paul Bishop	1.60	\$ 1,288.00	1.60	\$ 1,288.00	[REDACTED], correspondence review of issues regarding [REDACTED]	1
08/20/10	14800	Paul Bishop	1.70	\$ 1,368.50	1.70	\$ 1,368.50	other claims and review of correspondence	1
08/13/10	14800	Paul Bishop	2.00	\$ 1,610.00	2.00	\$ 1,610.00	Email to FTI team and Stikemans regarding status of 2010 tax returns.	1
08/23/10	14856	Steven Bissell	0.30	\$ 204.00	0.30	\$ 204.00	Status email to FTI team and Stikemans regarding scheduled payments, deliverables to outside stakeholders.	1
08/24/10	14856	Steven Bissell	0.50	\$ 340.00	0.50	\$ 340.00	Call with [REDACTED] regarding status of final consulting payment and information with respect to [REDACTED] claim and related distributions.	1
08/25/10	14856	Steven Bissell	0.30	\$ 204.00	0.30	\$ 204.00	Correspondence and discussions with [REDACTED] and [REDACTED] regarding payment of legal fees to External Legal counsel regarding insured litigation matters. Preparation of schedule indicating payments made from Administrative Reserve account for HST/GST purposes.	1
08/26/10	14856	Steven Bissell	1.80	\$ 1,224.00	1.80	\$ 1,224.00	Payments from Administrative Reserve. Discussions with [REDACTED] regarding payment of CWBS retention payments. Email to Paul and Daphne regarding release letter.	1
08/27/10	14856	Steven Bissell	1.30	\$ 884.00	1.30	\$ 884.00		1

08/09/10	14856	Steven Bissell	4.00	\$	2,720.00	4.00	\$	2,720.00	1	Follow up emails and discussions with Lorna McLeod regarding scheduled payments to be made from the Administrative Reserve account. Review of Glusken Sheff motion materials. Coordination with [REDACTED] regarding final consulting agreement payment.
08/10/10	14856	Steven Bissell	4.80	\$	3,264.00	4.80	\$	3,264.00	1	Conference call with FTI and Stikemans regarding Department of Justice information requests to be addressed at meeting in Winnipeg. Preparation of Power Point presentation for meeting with Department of Justice and CRA in Winnipeg on Aug. 11, 2010.
08/11/10	14856	Steven Bissell	4.50	\$	3,060.00	4.50	\$	3,060.00	1	Meeting with Department of Justice and CRA in Winnipeg regarding CRA claims in the LP Entities' CCAA Proceedings.
08/11/10	14856	Steven Bissell	10.00	\$	6,800.00	10.00	\$	6,800.00	1	Round trip to Winnipeg for meeting with Dept. of Justice and CRA. Follow-up on information requests from CRA following meeting in Winnipeg, including finalization of Business numbers of LP Entities and coordination with CWBS regarding withholding taxes from distributions to employee Affected Creditors. Updates to presentation.
08/12/10	14856	Steven Bissell	5.00	\$	3,400.00	5.00	\$	3,400.00	1	Confirmation of employee Affected Creditors subject to Revenu Quebec withholding taxes. Review and comments on Notice to CRA regarding distributions made on August 13, 2010. Payment of legal and professional fees from Administrative Reserve.
08/13/10	14856	Steven Bissell	3.00	\$	2,040.00	3.00	\$	2,040.00	1	Update meeting regarding claims and status of file with J. Porepa. Administration of Monitor bank accounts. follow-up meeting with J. Porepa regarding next steps on claims, scheduled payments from Admin reserve and project management.
08/03/10	14856	Steven Bissell	3.80	\$	2,584.00	3.80	\$	2,584.00	1	Conference call with Stikemans and FTI regarding CRA status and other claims resolution next steps. Set up of wire transfers from Monitor bank account. Conference call with Lorna McLeod regarding various professional fee expenses and employee retention payments.
08/04/10	14856	Steven Bissell	2.30	\$	1,564.00	2.30	\$	1,564.00	1	Review of professional fee invoices related to Glusken Sheff motion. Administration of Monitor bank accounts and payments of professional fees from same. Call with L. McLeod regarding provincial sales tax payments.
08/05/10	14856	Steven Bissell	1.30	\$	884.00	1.30	\$	884.00	1	Review of vacation payout letter agreement between Purchaser, LP Entities and FTI. Follow-up regarding status of FTI brokerage account. Call with L. McLeod regarding vacation payments to terminated employees of the LP Entities.
08/16/10	14856	Steven Bissell	1.50	\$	1,020.00	1.50	\$	1,020.00	1	Conference call with M. Locke, S. Pasternak and J. Rosenberg regarding treatment of National Post legal fees.
08/17/10	14856	Steven Bissell	0.50	\$	340.00	0.50	\$	340.00	1	Call with M. Locke to discuss treatment of intercompany balances between CMI and LP Entities. Transfer of funds to Admin Reserve account regarding payment of provincial PST. Inquiry into status of third-party legal firm litigation fees and treatment of same.
08/20/10	14856	Steven Bissell	2.50	\$	1,700.00	2.50	\$	1,700.00	1	Administrative duties.
08/10/10	15768	Golnaz Haghiri	1.00	\$	100.00	1.00	\$	100.00	1	Administrative duties.
08/12/10	15768	Golnaz Haghiri	1.00	\$	100.00	1.00	\$	100.00	1	Administrative duties.
08/13/10	15768	Golnaz Haghiri	1.00	\$	100.00	1.00	\$	100.00	1	Administrative duties.
08/03/10	15768	Golnaz Haghiri	3.00	\$	300.00	3.00	\$	300.00	1	General Administrative duties.
08/04/10	15768	Golnaz Haghiri	1.00	\$	100.00	1.00	\$	100.00	1	Administrative duties.

08/06/10	15768	Golnaz Haghiri	1.00	\$	100.00	1.00	\$	100.00	General Administrative duties.	1
08/17/10	14648	Patrick Leimkuehler	2.00	\$	710.00	2.00	\$	710.00	Review and respond to call log and inbox.	1
08/19/10	14648	Patrick Leimkuehler	2.00	\$	710.00	2.00	\$	710.00	Review and respond to call log and inbox.	1
08/09/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review and respond to call log and inbox.	1
08/11/10	14648	Patrick Leimkuehler	2.00	\$	710.00	2.00	\$	710.00	Review and respond to call log and inbox.	1
08/13/10	14648	Patrick Leimkuehler	2.00	\$	710.00	2.00	\$	710.00	Review and respond to call log and inbox.	1
08/02/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review and respond to call log and inbox.	1
08/04/10	14648	Patrick Leimkuehler	2.00	\$	710.00	2.00	\$	710.00	Review and respond to call log and inbox.	1
08/23/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review and respond to call log and inbox.	1
08/27/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review and respond to call log and inbox.	1
08/09/10	14888	Pamela Luthra	3.30	\$	1,650.00	3.30	\$	1,650.00	Internal status meeting, follow-up on claim disputes and withdrawals, follow-up on cure payments to landlords, updating the Monitor's website, update of distribution model.	1
08/10/10	14888	Pamela Luthra	2.80	\$	1,400.00	2.80	\$	1,400.00	Preparation of presentation to the CRA, follow-up on outstanding matters regarding the claims process.	1
08/11/10	14888	Pamela Luthra	3.60	\$	1,800.00	3.60	\$	1,800.00	Update of distribution model, preparation of notice to the [redacted] regarding distributions, follow-up on outstanding matters regarding the claims process.	1
08/12/10	14888	Pamela Luthra	4.10	\$	2,050.00	4.10	\$	2,050.00	Follow-up on hotline questions, preparation of notice to the [redacted] regarding distributions, preparation of direction for distributions, coordination with Computershare regarding August 13th distributions.	1
08/13/10	14888	Pamela Luthra	2.10	\$	1,050.00	2.10	\$	1,050.00	Follow-up on hotline questions, follow up on outstanding matters regarding the claims process, PST forms for Manitoba and Saskatchewan, coordination with Computershare regarding distribution.	1
08/23/10	14888	Pamela Luthra	6.90	\$	3,450.00	6.90	\$	3,450.00	Updating claims database/distribution model, follow-up on claims reconciliations, preparation for distributions, follow-up on claimant questions to the Monitor, preparation of Schedule A to the direction to Computershare regarding withdrawals.	1
08/24/10	14888	Pamela Luthra	0.80	\$	400.00	0.80	\$	400.00	Follow-up on the claims and distribution process.	1
08/25/10	14888	Pamela Luthra	1.10	\$	550.00	1.10	\$	550.00	Preparation for month-end distributions, updating distribution model.	1
08/27/10	14888	Pamela Luthra	6.30	\$	3,150.00	6.30	\$	3,150.00	Updating distribution model, preparation for distribution mailing, coordination with Computershare regarding distribution, follow-up on claimant questions.	1
08/16/10	14888	Pamela Luthra	3.60	\$	1,800.00	3.60	\$	1,800.00	Notice of withholding taxes for the CRA. Responding to claimant questions for the Monitor.	1
08/17/10	14888	Pamela Luthra	2.40	\$	1,200.00	2.40	\$	1,200.00	Responding to claimant questions for the Monitor. Follow up on the distribution process for Noteholders. June D&O certificate procedures. Preparation of Manitoba and Saskatchewan PST returns.	1
08/18/10	14888	Pamela Luthra	4.30	\$	2,150.00	4.30	\$	2,150.00	June Director & Officer certificate procedures. Responding to claimant questions for the Monitor. Preparation and sending notices of disallowance regarding late claims. Updating the claims website for late claims and disallowance. Follow-up on PST returns.	1
08/19/10	14888	Pamela Luthra	0.90	\$	450.00	0.90	\$	450.00	Preparation of PST returns for Saskatchewan and Manitoba. Responding to claimant questions for the Monitor.	1

08/04/10	14888	Pamela Luthra	5.60	\$	2,800.00	5.60	\$	2,800.00	1	Call with Stikemans regarding CRA and claims, follow-up with Stikemans regarding insured litigation matters, reconciliation of claims, follow-up on claimant questions to the Monitor, review of cure payments to landlords and related claims.				
08/05/10	14888	Pamela Luthra	4.60	\$	2,300.00	4.60	\$	2,300.00	1	Follow-up on claim disputes, follow up on withdrawal of claims, responding to claimants' questions, review and respond to Monitor's hotline.				
08/06/10	14888	Pamela Luthra	3.80	\$	1,900.00	3.80	\$	1,900.00	1	Follow-up with claimants regarding withdrawal letters, update of distribution model.				
08/03/10	15532	Jodi Porepa	2.50	\$	1,375.00	2.50	\$	1,375.00	1	Discussions with Computershare regarding Nanaimo. Follow up on typographers.				
08/04/10	15532	Jodi Porepa	2.00	\$	1,100.00	2.00	\$	1,100.00	1	Conference call regarding typographers. Follow up on Nanaimo. Follow up on BC Workplace safety.				
08/05/10	15532	Jodi Porepa	1.50	\$	825.00	1.50	\$	825.00	1	Follow up with Computershare and Stikemans regarding shares. Discussions with Computershare and Stikemans. Internal discussions regarding [REDACTED]				
08/19/10	15532	Jodi Porepa	1.20	\$	660.00	1.20	\$	660.00	1	Discussions with FTI regarding responding to creditors.				
08/20/10	15532	Jodi Porepa	1.00	\$	550.00	1.00	\$	550.00	1	Discussion of next steps in respect claims procedure. Follow up with Stikemans.				
08/10/10	15532	Jodi Porepa	1.50	\$	825.00	1.50	\$	825.00	1	Conference call in respect of upcoming CRA meeting. Review of claims. Review of presentation for CRA meeting.				
08/11/10	15532	Jodi Porepa	0.70	\$	385.00	0.70	\$	385.00	1	Drafting update on claims procedure in respect of employee claims in dispute and summary for CRA meeting.				
08/12/10	15532	Jodi Porepa	0.50	\$	275.00	0.50	\$	275.00	1	Updating claims register for late Proof of Claims, cash elections. Discussions regarding CRA meeting.				
08/24/10	15532	Jodi Porepa	7.50	\$	4,125.00	7.50	\$	4,125.00	1	Updating claims register. Discussions with FTI regarding disputed claims. Discussions with Stikemans regarding Disputed Claims. Discussion with NRamalho (Stikemans).				
08/25/10	15532	Jodi Porepa	2.00	\$	1,100.00	2.00	\$	1,100.00	1	Discussions on updating claims register. Email communication within FTI and with Stikemans.				
08/26/10	15532	Jodi Porepa	1.00	\$	550.00	1.00	\$	550.00	1	Updating claims register.				
08/27/10	15532	Jodi Porepa	2.10	\$	1,155.00	2.10	\$	1,155.00	1	Reviewing model with Pam and discussing with Steve. Review of model mechanics.				
GRAND TOTAL														
									203.90	\$	122,307.00	203.90	\$	122,307.00

Canwest Limited Partnership
012660.0008 - September 12, 2010
Invoice #7246504

Date	TK#	Name	Hours	Amount	Hours	Amount	Narrative	Task Code
08/31/10	15273	Ana Arevalo	1.50	\$ 165.00	1.50	\$ 165.00	Preparing invoice for period ending August 29, 2010. Preparing Stikeman regarding CLP invoices for periods ending July 15 and July 27, 2010.	1
09/02/10	15273	Ana Arevalo	1.00	\$ 110.00	1.00	\$ 110.00	Finalizing invoice for period ending August 29, 2010. Finalizing Stikeman regarding CLP invoice for period ending July 15.	1
09/01/10	14800	Paul Bishop	4.10	\$ 3,300.50	4.10	\$ 3,300.50	Settlement proposal memo, [REDACTED] calls regarding same and calls regarding CRA.	1
09/02/10	14800	Paul Bishop	3.70	\$ 2,978.50	3.70	\$ 2,978.50	Distribution, claims regarding [REDACTED]	1
09/03/10	14800	Paul Bishop	3.20	\$ 2,576.00	3.20	\$ 2,576.00	Settlement proposal discussions, review of all outstanding claims, call regarding same with Stikemans, follow up on questions, email with company [REDACTED]	1
08/30/10	14800	Paul Bishop	4.20	\$ 3,381.00	4.20	\$ 3,381.00	Claims, [REDACTED], employee, distribution review and authorization.	1
08/31/10	14800	Paul Bishop	3.60	\$ 2,898.00	3.60	\$ 2,898.00	Review of outstanding tax issues, telcons regarding same, review of all employee, typographer status and memos.	1
09/07/10	14800	Paul Bishop	3.30	\$ 2,656.50	3.30	\$ 2,656.50	Vacation pay letter, CRA question follow up, email and calls with counsel and DByers.	1
09/08/10	14800	Paul Bishop	4.10	\$ 3,300.50	4.10	\$ 3,300.50	Purchase price allocation, calls and emails regarding same, preparation for meeting with CRA, review of statutes and outstanding requests.	1
09/09/10	14800	Paul Bishop	10.20	\$ 8,211.00	10.20	\$ 8,211.00	Travel [REDACTED] return.	1
09/10/10	14800	Paul Bishop	4.50	\$ 3,622.50	4.50	\$ 3,622.50	Follow up calls after [REDACTED]ing and analysis of potential claims and settlement proposal.	1
08/31/10	14856	Steven Bissell	0.80	\$ 544.00	0.80	\$ 544.00	Payments from Administrative Reserve. Correspondence with Postmedia regarding external legal counsel fees and payment of same.	1
09/10/10	14856	Steven Bissell	2.00	\$ 1,360.00	2.00	\$ 1,360.00	Administration of payments from the Administrative Reserve including reconciliation of certain professional fee invoices and CRA remittances.	1
09/09/10	14856	Steven Bissell	0.50	\$ 340.00	0.50	\$ 340.00	Review and comments on CRA information request regarding distributions to creditors prepared by P. Luthra.	1
09/08/10	14856	Steven Bissell	1.30	\$ 884.00	1.30	\$ 884.00	Set up of wire payments to legal and financial professionals from Admin Reserve. Review of letter to employee Affected creditors regarding reporting requirements for Employment Insurance purposes.	1
09/07/10	14856	Steven Bissell	1.00	\$ 680.00	1.00	\$ 680.00	Discussions with L. McLeod regarding pre-filing termination and severance liabilities for ex-union employees. Review of email correspondence and other work product to reassess position regarding same.	1
09/01/10	14648	Patrick Leimkuehler	1.00	\$ 355.00	1.00	\$ 355.00	Review and respond to call log and email responses.	1

08/30/10	14888	Pamela Luthra	7.10	\$	3,550.00	7.10	\$	3,550.00	Preparation of mailing for cash and share distributions, preparation of information for GST audit.	1
08/31/10	14888	Pamela Luthra	7.60	\$	3,800.00	7.60	\$	3,800.00	Follow-up on litigation fee withdrawals and claims, finalizing cash and share distributions, preparation of claims information for GST audit.	1
09/06/10	14888	Pamela Luthra	4.10	\$	2,050.00	4.10	\$	2,050.00	Preparation for creditor listing, preparation of distributions summary.	1
09/07/10	14888	Pamela Luthra	3.40	\$	1,700.00	3.40	\$	1,700.00	Preparation of creditor listing for GST audit, preparation of distribution hand outs for board meeting.	1
09/08/10	14888	Pamela Luthra	5.90	\$	2,950.00	5.90	\$	2,950.00	Preparation of creditor listing for GST audit, preparation of distribution summary for board meeting.	1
09/09/10	14888	Pamela Luthra	1.10	\$	550.00	1.10	\$	550.00	Finalizing creditor listing, preparation of notice of withheld shares for the CRA.	1
09/10/10	14888	Pamela Luthra	2.30	\$	1,150.00	2.30	\$	1,150.00	Follow-up on claim withdrawals, preparation of employee cash distribution schedule.	1
09/01/10	14888	Pamela Luthra	0.70	\$	350.00	0.70	\$	350.00	Preparation of creditor listing for GST audit request.	1
09/02/10	14888	Pamela Luthra	2.10	\$	1,050.00	2.10	\$	1,050.00	Preparation of summary of distributions to date, preparation of creditor listing.	1
09/03/10	14888	Pamela Luthra	1.40	\$	700.00	1.40	\$	700.00	Preparation of summary of distributions to date.	1
09/02/10	15532	Jodi Porepa	1.10	\$	605.00	1.10	\$	605.00	Canwest Conference call with FTI and Stikemans regarding employees.	1
09/07/10	15532	Jodi Porepa	0.70	\$	385.00	0.70	\$	385.00	Reviewing correspondence from [REDACTED] Discussions with LMcleod about specific claims in dispute. Discussions with Service Canada regarding share distributions and cash distributions and information required by Service Canada.	1
08/30/10	15532	Jodi Porepa	4.50	\$	2,475.00	4.50	\$	2,475.00	Final review of claims detail prior to finalizing distribution. Discussions with PLuthra regarding specific claimants.	1

GRAND TOTAL 92.00 \$ 58,677.50 92.00 \$ 58,677.50

Canwest Limited Partnership
012660.0008 - September 30, 2010
Invoice # 7248082

Date	TK#	Name	Hours	Amount	Hours	Amount	Narrative	Task Code
09/14/10	15273	Ana Arevalo	0.60	\$ 66.00	0.60	\$ 66.00	Preparing draft invoice for period ending September 12, 2010.	1
09/17/10	15273	Ana Arevalo	1.00	\$ 110.00	1.00	\$ 110.00	Finalizing invoice for period ending September 12, 2010. Finalizing Stikeman regarding CLP invoice for period ending August 27, 2010.	1
09/13/10	14800	Paul Bishop	2.70	\$ 2,173.50	2.70	\$ 2,173.50	Conference calls and discussions regarding claims resolution.	1
09/14/10	14800	Paul Bishop	4.10	\$ 3,300.50	4.10	\$ 3,300.50	Claims resolution and analysis of potential settlements meet with counsel regarding same.	1
09/15/10	14800	Paul Bishop	3.20	\$ 2,576.00	3.20	\$ 2,576.00	Claims resolution and distribution, review of status of disputed claims.	1
09/16/10	14800	Paul Bishop	4.70	\$ 3,783.50	4.70	\$ 3,783.50	Meet with JPorepa to update status of all claims, meeting with Stikemans and counsel to Postmedia to discuss claims, prep for same, calls with Dmackenzie.	1
09/17/10	14800	Paul Bishop	2.90	\$ 2,334.50	2.90	\$ 2,334.50	Claims resolution, read and review further material.	1
09/20/10	14800	Paul Bishop	3.20	\$ 2,576.00	3.20	\$ 2,576.00	Claims resolution, analysis of options regarding claim.	1
09/21/10	14800	Paul Bishop	3.90	\$ 3,139.50	3.90	\$ 3,139.50	Claims analysis and resolution, review of claims and correspondence.	1
09/23/10	14800	Paul Bishop	4.10	\$ 3,300.50	4.10	\$ 3,300.50	analysis re Claim and other Claims resolution.	1
09/27/10	14800	Paul Bishop	3.10	\$ 2,495.50	3.10	\$ 2,495.50	Claims analysis, review of disputed items.	1
09/28/10	14800	Paul Bishop	4.10	\$ 3,300.50	4.10	\$ 3,300.50	Review Claims and	1
09/29/10	14800	Paul Bishop	3.90	\$ 3,139.50	3.90	\$ 3,139.50	Review Contract assignment and claims resolution.	1
09/30/10	14800	Paul Bishop	2.70	\$ 2,173.50	2.70	\$ 2,173.50	Review Contract assignment and claims resolution.	1
09/21/10	14856	Steven Bissell	3.00	\$ 2,040.00	3.00	\$ 2,040.00	Review of letters to be delivered to long term disability employees. Call with DLamb regarding reconciliation of shares held by CPI. Call with representative from Computershare regarding share reconciliation. Call with S. Pasternak regarding contracts. Call with L. McLeod.	1
09/22/10	14856	Steven Bissell	0.50	\$ 340.00	0.50	\$ 340.00	Further review of letter to long term disability employees and discussions with Postmedia regarding same. Email to Stikemans and FTI team regarding Computershare reconciliation.	1
09/23/10	14856	Steven Bissell	0.30	\$ 204.00	0.30	\$ 204.00	Correspondence with Stikemans, FTI team and S. Pasternak regarding contracts and the government.	1
09/14/10	14856	Steven Bissell	1.80	\$ 1,224.00	1.80	\$ 1,224.00	Discussions with J. Porepa regarding claims process and deliverables. Communications with Rep Counsel, reconciliation of August invoice and payment of same. Call with PostMedia regarding long term disability employees and treatment of accrued vacation. Correspondence with Stikemans.	1
09/16/10	14856	Steven Bissell	1.00	\$ 680.00	1.00	\$ 680.00	Drafting of engagement letter for PostMedia regarding assistance with the preparation of the 2010 income tax returns. Hand-off meeting with J. Forepa.	1
09/17/10	14856	Steven Bissell	0.30	\$ 204.00	0.30	\$ 204.00	Payments from Administrative Reserve account.	1
09/13/10	14648	Patrick Leimkuehler	1.00	\$ 355.00	1.00	\$ 355.00	Review and respond to call log and inbox.	1
09/23/10	14648	Patrick Leimkuehler	2.00	\$ 710.00	2.00	\$ 710.00	Review and respond to call log and inbox.	1

09/29/10	14648	Patrick Leimkuehler	2.00	\$	710.00	2.00	\$	710.00	Review and respond to call log and inbox.	1
09/29/10	14888	Pamela Luthra	3.60	\$	1,800.00	3.60	\$	1,800.00	Reconciliation of distributions to share register, analysis, internal call to discuss September distribution.	1
09/30/10	14888	Pamela Luthra	4.70	\$	2,350.00	4.70	\$	2,350.00	analysis, responding to the questions from the hotline, coordination with Stikemans regarding employee claims.	1
09/14/10	14888	Pamela Luthra	5.50	\$	2,750.00	5.50	\$	2,750.00	Responding to claimant questions, preparation of summary of shares distributed to date, update of claims website.	1
09/16/10	14888	Pamela Luthra	2.50	\$	1,250.00	2.50	\$	1,250.00	Preparation of LP notices of revision for late claims, updating the website, follow up on claims reconciliations.	1
09/17/10	14888	Pamela Luthra	2.10	\$	1,050.00	2.10	\$	1,050.00	Follow up on claimant questions and notices of revision.	1
09/20/10	14888	Pamela Luthra	2.60	\$	1,300.00	2.60	\$	1,300.00	Follow up on claim withdrawals, responding to claimant questions.	1
09/21/10	14888	Pamela Luthra	0.40	\$	200.00	0.40	\$	200.00	Responding to claimant questions.	1
09/22/10	14888	Pamela Luthra	1.40	\$	700.00	1.40	\$	700.00	Reconciliation of unsecured equity pool to Computershare records.	1
09/23/10	14888	Pamela Luthra	1.10	\$	550.00	1.10	\$	550.00	Reconciliation of unsecured equity pool to Computershare records.	1
09/24/10	14888	Pamela Luthra	1.10	\$	550.00	1.10	\$	550.00	Preparation for September distributions.	1
09/27/10	14888	Pamela Luthra	5.10	\$	2,550.00	5.10	\$	2,550.00	Updating the claims database, updating the distribution model, preparation of cheques for September distributions, responding to the Monitor's hotline.	1
09/28/10	14888	Pamela Luthra	4.50	\$	2,250.00	4.50	\$	2,250.00	Responding to hotline questions, reconciliation of distributions to the share register, various e-mails.	1
09/13/10	15532	Jodi Porepa	3.10	\$	1,705.00	3.10	\$	1,705.00	Updating masterdatabase. Preparing for handover. Responding to creditor/claimant inquiries.	1
09/14/10	15532	Jodi Porepa	3.00	\$	1,650.00	3.00	\$	1,650.00	Updating masterdatabase. Discussions with Service Canada and Stikemans in respect of employees with share distributions. Discussions with FTI regarding summary on distributions to date. Review of summary of distributions o date.	1
09/16/10	15532	Jodi Porepa	2.40	\$	1,320.00	2.40	\$	1,320.00	Discussions with PBishop and SBissell regarding Canwest next steps. Review and preparation of hand over email.	1
09/17/10	15532	Jodi Porepa	2.50	\$	1,375.00	2.50	\$	1,375.00	Discussion with Mccarthy's (NRamalho) in respect of employee claims to be reconciled. Discussions with HRSDC.	1
GRAND TOTAL			101.70	\$	64,286.00	101.70	\$	64,286.00		

Canwest Limited Partnership
012660.0008 - October 17, 2010
Invoice # XXXX

Date	TK#	Name	Hours	Amount	Hours	Amount	Narrative	Task Code
10/13/10	15273	Ana Arevalo	0.50	\$ 55.00	0.50	\$ 55.00	Preparing draft invoice for period ending October 10, 2010.	1
10/02/10	15273	Ana Arevalo	0.50	\$ 55.00	0.50	\$ 55.00	Preparing draft invoice for period ending September 30, 2010.	1
10/04/10	15273	Ana Arevalo	0.50	\$ 55.00	0.50	\$ 55.00	Finalizing invoice for period ending September 30, 2010.	1
10/12/10	14800	Paul Bishop	3.60	\$ 2,898.00	3.60	\$ 2,898.00	Review of employee claims settlements, review of information prepared for Canada Revenue Agency. Conference call with Postmedia Networks Inc. regarding purchase price allocation.	1
10/13/10	14800	Paul Bishop	4.10	\$ 3,300.50	4.10	\$ 3,300.50	Discussions and review of claims resolution matters. Preparation of memorandum for Canada Revenue Agency, including review of calculation of employee claims settlements.	1
10/14/10	14800	Paul Bishop	3.90	\$ 3,139.50	3.90	\$ 3,139.50	Discussions and review of claims and distribution matters. Review of correspondence from claimants. Further work on Canada Revenue Agency memorandum.	1
10/15/10	14800	Paul Bishop	3.70	\$ 2,978.50	3.70	\$ 2,978.50	Review of banking transactions, review of further Canada Revenue Agency memorandum, calls with counsel, review of litigation timetable, emails to R. Chadwick (Goodmans).	1
10/01/10	14800	Paul Bishop	1.80	\$ 1,449.00	1.80	\$ 1,449.00	Claims and calls regarding Canada Revenue Agency	1
10/04/10	14800	Paul Bishop	2.20	\$ 1,771.00	2.20	\$ 1,771.00	Claims resolution and analysis [REDACTED] under various scenarios.	1
10/05/10	14800	Paul Bishop	3.70	\$ 2,978.50	3.70	\$ 2,978.50	Analysis of claims impact for [REDACTED], update on all outstanding claims	1
10/06/10	14800	Paul Bishop	4.40	\$ 3,542.00	4.40	\$ 3,542.00	Calls with Counsel regarding [REDACTED] claim. Conference call with [REDACTED] and Counsel regarding information requests, review of information requests and preparation of responses to questions. Preparation of analysis sheet for meeting and other analysis and preparation for meeting.	1
10/07/10	14800	Paul Bishop	9.90	\$ 7,969.50	9.90	\$ 7,969.50	Meeting in Winnipeg with Counsel, Goodmans Canada Revenue Agency and Minister of Justice. Preparation for meeting.	1
10/08/10	14800	Paul Bishop	3.10	\$ 2,495.50	3.10	\$ 2,495.50	Follow up on items from meeting regarding [REDACTED] claims.	1
10/05/10	14856	Steven Bissell	1.00	\$ 680.00	1.00	\$ 680.00	Payments from Administrative Reserve (Reach Retention). Discussions with L. McLeod regarding Canada Revenue Agency. Edits to Letter of Engagement regarding assistance in the preparation of the F2010 tax returns of the LP Entities.	1
10/06/10	14856	Steven Bissell	1.50	\$ 1,020.00	1.50	\$ 1,020.00	Review of Computershare reconciliation prepared by P. Luthra. Reconciliation of payments from Administrative Reserve for P. Bishop in preparation for meeting with Canada Revenue Agency.	1
10/07/10	14856	Steven Bissell	0.50	\$ 340.00	0.50	\$ 340.00	Additional edits to engagement letter for tax return assistance. Payments from Administrative Reserve.	1

10/08/10	14856	Steven Bissell	3.00	\$	2,040.00	3.00	\$	2,040.00	Review and comments on [REDACTED] prepared by Stikemans. Canada Revenue Agency withholding payments (review of forms and payment). Edits to [REDACTED] letter of engagement.	1
10/04/10	14648	Patrick Leimkuehler	2.00	\$	710.00	2.00	\$	710.00	Review of calls received on the Monitor's hotline and emails received in the Monitor's email inbox.	1
10/07/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review of calls received on the Monitor's hotline and emails received in the Monitor's email inbox.	1
10/12/10	14648	Patrick Leimkuehler	1.00	\$	355.00	1.00	\$	355.00	Review of calls received on the Monitor's hotline and emails received in the Monitor's email inbox.	1
10/12/10	14888	Pamela Luthra	3.20	\$	1,600.00	3.20	\$	1,600.00	Responding to requests and messages left on the Monitor's hotline. Further work regarding administration of claims.	1
10/13/10	14888	Pamela Luthra	1.30	\$	650.00	1.30	\$	650.00	Responding to requests and messages left on the Monitor's hotline. Further work regarding administration of claims.	1
10/14/10	14888	Pamela Luthra	2.70	\$	1,350.00	2.70	\$	1,350.00	Responding to requests and messages left on the Monitor's hotline. Further work regarding administration of claims, including claim withdrawals, follow-up on disputed claims reconciliations.	1
10/04/10	14888	Pamela Luthra	4.00	\$	2,000.00	4.00	\$	2,000.00	Responding to hotline questions, correspondence with Stikemans regarding claimants, preparation of backup for Canada Revenue Agency withholdings, drafting of letter to Human Resource and Skills Development Canada regarding distributions to ex-employee claimants with proven claims.	1
10/06/10	14888	Pamela Luthra	1.20	\$	600.00	1.20	\$	600.00	Preparation of information for meeting with Canada Revenue Agency.	1
10/07/10	14888	Pamela Luthra	3.20	\$	1,600.00	3.20	\$	1,600.00	Responding to requests and messages left on the Monitor's hotline. Further work regarding administration of claims.	1
10/08/10	14888	Pamela Luthra	4.30	\$	2,150.00	4.30	\$	2,150.00	Finalizing letter and cheque to Human Resource and Skills Development Canada, completing Canada Revenue Agency forms relating to employee distributions, employee claim reconciliation.	1
10/15/10	15532	Jodi Porepa	1.50	\$	825.00	1.50	\$	825.00	Responding to creditor enquiries. Following up with respect to claims in dispute.	1
10/12/10	15532	Jodi Porepa	1.50	\$	825.00	1.50	\$	825.00	Review LP Entities' Settlement Agreement. Set up meeting for next week to regarding next steps with Monitor's legal counsel.	1
10/13/10	15532	Jodi Porepa	1.40	\$	770.00	1.40	\$	770.00	Review LP Entities' Settlement Agreement.	1
10/14/10	15532	Jodi Porepa	1.50	\$	825.00	1.50	\$	825.00	Look into claims and discuss with Creditors regarding [REDACTED] Review [REDACTED] claim. Respond to creditor inquiries.	1

GRAND TOTAL 77.70 \$ 51,382.00 77.70 \$ 51,382.00