

TAB 3

**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

**AFFIDAVIT OF RITA BLONDIN
(Sworn December 2nd, 2010)**

I, Rita Blondin, of the City of Saint-Eustache, in the Province of Quebec, MAKE OATH AND SAY:

1. I am currently employed as a typographer of the Gazette and have been an employee of the Gazette, in the capacity of typographer since 1980. As such, I have personal knowledge of the matters deposed to herein. Where I have relied upon other sources for information, I have specifically referred to such sources and verily believe them to be true;
2. I am one of the signatory parties of a tripartite Agreement, entered into in November 1982, (The "1982 Agreement") between the Gazette, Le Syndicat canadien de l'Imprimerie et des Communications, section locale 145. A copy of the 1982 Agreement is attached as **Exhibit "A"** to this Affidavit;
3. As can be seen from Article I of the 1982 Agreement, the 1982 Agreement was to come into effect: **"(...) only at the time when the collective agreement between the employer and the Union (...), 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."**

4. Further, the 1982 Agreement was incorporated into the 1981-1984 Collective Agreement, as well as subsequent Collective Agreements, as can be seen from sections 5(a), 6(a), and 30 of the 1981-1984 Collective Agreement. A copy of the 1981-1984 Collective Agreement is attached as **Exhibit "B"** to this Affidavit;
5. As appears from the preamble found at page 37 of the 1981-1984 Collective Agreement, Exhibit B: **"The parties agree 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 in force, subject to the terms and conditions contained therein, notwithstanding the expiry of the present labour agreement."**
6. As well, according to article VII of the 1982 Agreement: **" (...) in the event of a dispute as to the interpretation, application, or breach of this agreement, the grievance procedure to be followed shall be that laid out in the collective agreement between the Company and the Union, which is in effect at the time that the grievance is initiated. "**
7. In 1987, in my capacity of employee of the Gazette, I became once more a signatory party to a tripartite agreement, entered into in March 1987, (The "1987 Agreement") between the Gazette, Le Syndicat Canadien de l'Imprimerie et des Communications, section locale 145. A copy of the 1987 Agreement is attached as **Exhibit "C"** to this Affidavit;
8. The 1982 Agreement stipulates at its Article V that the agreement would survive a change of ownership of the Gazette and that it would be binding on purchasers, successors or assigns of the Company;
9. The 1987 Agreement stipulates the same terms and conditions, as can be seen from its article VII;

10. The 1987 Agreement also contains a clause relating to a grievance procedure in case of a disagreement as to the interpretation, application, or breach of this agreement, as can be seen from Article IX;
11. In a litigation involving the Gazette and two of its former employees, the Gazette had petitioned the Court of Appeal to recognize the validity of the 1982 Agreement, as can be seen from the Court of Appeal decision, dated April 25th, 1991. A copy of the Court of Appeal decision is attached as **Exhibit "D"** to this Affidavit;
12. The Bench of the Court of Appeal, composed of Justice McCarthy, Rothman and Proulx decided that these "entente" were not only valid and binding, but as well, formed part of the Collective Agreement;
13. Despite the unequivocally clear terms of the 1982 and 1987 Agreements, the Gazette opted to lock the typographers out, including myself, which lock-out begun on May 17th, 1993;
14. On August 18th, 1994, Arbitrator Leboeuf rendered his award; a Collective agreement was signed on October 3rd, 1994;
15. However, of the 200 employees which initially formed the composing room, only 62 such employees were still employed with the Gazette and out of these 62 employees, 51 of them opted for an early retirement scheme offered by the Gazette;
16. Therefore, despite the clauses contained in both the 1982 and 1987 Agreement, guaranteeing against job loss resulting from technological changes, the Gazette was successful in reducing the work force in the composing room by 94.5 percent;
17. Despite the signing of the 1993-1996 Collective Agreement following Arbitrator Leboeuf's decision, I was not allowed back to work, however, the Gazette began paying my wages as of August 1994;
18. Given the fact that I was deprived of the effect of the "Job Guarantee"

clauses found at article III and IV of the 1982 and 1987 Agreements, a formal grievance was filed on February 8th, 1995, and Me Foisy was named as arbitrator to resolve this grievance;

19. On April 25th, 1996, Arbitrator Foisy, ruled against the Gazette and ordered it to re-open the composing room and recall the relevant typographers, myself included, no later than April 30th, 1996. A copy of Arbitrator Foisy's decision is attached as **Exhibit "E"** to this Affidavit
20. In accordance with the provisions stated in Article XI of the 1987 Agreement, on April 30th, 1996, the Communications Energy and Paperworkers Union of Canada, local 145, (the "Union"), requested from the Gazette, its last final best offers, given that the 1993-1996 Collective Agreement expired on April 30th, 1996;
21. Although the provisions found at article XI of the 1987 requested the Gazette to forward to the Union, within forty-eight hours its last final best offer, the Gazette refused to submit to the Union its last final best offer;
22. On May 9th, 1996, the Union and the Gazette agreed to delay until May 29th, 1996, the implementation of Arbitrator Foisy's award, to re-open the "Composing Room" and to postpone until June 3rd, 1996, the date on which both, the Union and the Gazette, acquired the right to strike or to a lock-out;
23. Despite Arbitrator Foisy's ruling, and the 1982 and 1987 Agreements, the Gazette admittedly recognized its violation of these Agreements by openly stating that the: "Composing Room" had completely disappeared from their operations, and along with its disappearance, all of the positions which existed in that department. A copy of the Gazette's letter, dated May 24th, 1996, is attached as **Exhibit "F"** to this Affidavit;
24. In an effort to circumvent Arbitrator Foisy's ruling, as well as the 1982 and 1987 Agreements, the Gazette purported to affect a call back to work, by advising the typographers that we were called back to work and had to report on June 3rd, 1996, at 10:00 a.m., as can be seen

from the Gazette May 27th, 1996, letter. A Copy of the Gazette's letter, dated May 27th, 1996 is attached as **Exhibit "G"** to this Affidavit;

25. On June 3rd, 1996, as of 11:30 a.m. the Gazette formally advised me of its decision to decree another lock-out, effective June 3rd, 1996 at 11:30 a.m. A copy of the Gazette's letter, dated June 3rd, 1996 is attached as **Exhibit "H"** to this Affidavit;
26. Needless to state that as of that date, the Gazette had not only failed to abide by the terms of the 1987 Agreement, and remit its last final best offer, but as well, it ceased to remit to me my salary and other benefits deriving from my Job Guarantee clause contained in the 1982 and 1987 Agreement;
27. This situation gave rise to another grievance which led to the Court of Appeal 1999 decision;
28. In this decision, the Court of Appeal ruled that the 1987 Agreement, and by way of inference, the 1982 Agreement contained a number of clauses which provided for the survival of the working conditions when a collective agreement expires;
29. The Court of Appeal further ruled, as can be seen on page 25 of the decision, that by reproducing these Agreements in the collective agreements, the parties intended for these Agreements to form part of the collective agreement and further, for the survival of these Agreements, despite and notwithstanding the expiry of the collective agreement. A copy of the 1999 Court of Appeal decision is attached as **Exhibit "I"** to this Affidavit;
30. The Court of Appeal then examined the position adopted by the Gazette in its refusal to submit to the Union's request and forward to the Union, its last best final offer, and deemed this position to constitute a fault which resulted in the employees suffering damages as a direct consequence of the Gazette's position;


31. The Court of Appeal deemed it to be within the Arbitrator's jurisdiction to decide of the damages suffered by the employees, as a result of the employer's failure to respect article XI of the 1987 Agreement, as can be seen at page 31 of Exhibit I.;
32. Following arbitration decisions were appealed culminating in the 2008 decision by the Court of Appeal of Quebec, which again, ordered the return of the file to the arbitrator directing him to decide of the damage award the typographers, myself included, were entitled to, in keeping with the 1999 and 2003 Court of Appeal decisions. A Copy of the Court of Appeal 2008 decision is attached as **Exhibit "J"** to this Affidavit;
33. On June 5th, 2001, Arbitrator Menard imposed upon the Union and the Gazette, its decision, which would, by the effect of the Quebec *Labour Code* as well as the 1987 Agreement, become the 2001-2006 Collective Agreement. A Copy of the Arbitrator Menard's decision is attached as **Exhibit "K"** to this Affidavit;
34. I was called back to work on May 2002;
35. While still involved in a battle with the Gazette to determine the exact quantum of damages suffered stemming from the fault the Gazette committed when violating the contractual obligations assumed under the collective agreements and the 1987 Agreement, I received a notice to stay all proceedings, given that the owners of the Gazette had filed CCAA proceedings with the Ontario Courts;
36. Unfamiliar with these proceedings and in order to safeguard any rights I had, deriving from the collective agreements and the 1982 and 1987 Agreements, I filed a proof of claim with the Monitor. A Copy of both proof of claims are attached as **Exhibit "L"** to this Affidavit.
37. I was made aware that pursuant to an Order of the Court made on May 17th, 2010, the court had approved a transaction to sell certain of the LP entities assets, pursuant to an asset purchase agreement dated as of May 10th, 2010, among 7535538 Canada Inc., CW Acquisition Limited Partnership (the "Purchaser") and the LP Entities;

- 38. I wish to emphasize that both the 1982 and 1987 Agreement clearly state that future purchasers are bound by the terms of these Agreements and furthermore, section 45 of the Quebec *Labour Code*, stipulates that: **“The new employer, notwithstanding the division, amalgamation, or changed legal structure of the undertaking, shall be bound by the (...) collective agreement as if he were named therein and shall become *ipso facto* a party to any proceeding relating thereto, in the place and stead of the former employer”**

- 39. In light of the above-mentioned facts and the provisions contained in the Asset Purchase Agreement and its Schedules as well as those contained in the 1982 and 1987 Agreements and the collective agreements which prevailed amongst the Gazette and myself, it flows that my claim against the Gazette is an Assumed Liability as per the above mentioned provisions;

- 40. In this motion, I am seeking an Order asserting that my claim is an Assumed Liability within the scope of the definition of Assumed Liabilities found in the Asset Purchase Agreement and its schedules;

- 41. I am swearing this affidavit in support of the motion;

<p>SWORN BEFORE ME at the city of Laval, in the Province of Québec, On December 2nd, 2010.</p> <p><i>Sylvie Santos</i> Commissioner of Oaths</p> 	<p><i>Rita Blondin</i></p> <hr/> <p>RITA BLONDIN</p>
---	--

This is Exhibit « L » to the
Affidavit of ERIBERTO DI PAOLO
Sworn before me this 2nd day of December 2010

Sylvie Santos

Commissioner for Taking Affidavits



This is Exhibit « L » to the
Affidavit of RITA BLONDIN

Sworn before me this 2nd day of December 2010

Sylvie Santos

Commissioner for Taking Affidavits



Ali Gholampour
Avocat/Advocat

Fax: 416-649-8101
Claims Process
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON
M5K 1G8

Without Prejudice
Montreal May 3rd 2010

Attention: Mr Paul Bishop

Re: Eriberto Di Paolo & Rita Blondin vs. The Gazette, a division of Canwest.

Dear Sirs,

We represent the above named employees of the Gazette, a division of Canwest who have mandated us to submit their claim under the present claims process

Our clients, have been working as typographers for the Gazette since the 1980s and are signatory to two(2) triparty agreements, signed in 1982 and 1987, by the Gazette, our clients and their union. The aforementioned agreements were negotiated in order to guarantee our clients' job security until the age of 65 in exchange for the Gazette's right to introduce technological changes in the work place, the whole, as may be seen from the first and second annexes, copies of the agreements.

It must be noted that as early as 1991, The Gazette had asked and the Quebec Court of Appeal acquiesced to validate the aforementioned agreements in another labour dispute, thus guaranteeing job security until the age of 65.

Despite the aforementioned agreements signed by the Gazette, the typographers were locked out as early as 1993. At the end of the first lock out in August 1994, 51 of the 62 remaining employees from the initial number of 200 typographers eventually opted for an early retirement scheme offered by the Gazette but eleven typographers chose to continue working at the Gazette of which two are represented by our firm. Therefore, over 90 percent of the work force of the composing room was eliminated.

Despite being bound by the terms of the aforementioned triparty agreements which guaranteed our clients' job security and related salary and

benefits and required that the Gazette submit to an exchange of best final offers with the union during labour negotiations, the Gazette refused to abide by the terms of the aforementioned agreements and imposed several lock-outs on the typographers which lasted from May 1993 to May 2002, in order to deprive them of their salary and livelihood.

As noted by the Court of Appeal, the arbitrator accepted the proposals made by the union and the 11 employees according to which the two agreements signed in 1982 and 1987 had survived the expiration of the collective agreement in 1996 and the declaration of a lock-out, the whole, from page 12 of the 1999 decision.

In 1999, in a landmark decision by Quebec's highest tribunal, the Quebec Court of Appeal, the Gazette was ordered to abide by the terms of the aforementioned triparty agreements and to submit to the process of exchanging best final offers in order to end the labour dispute and its lock-out, as may be seen from the third annex enclosed herewith.

«In the case at bar, the two(2) agreements were signed by three parties, the employer, The union and the 11 complainants. As the arbitrator pointed out, the effect of these proceedings is unusual but is nonetheless the wish of the parties. The union and the employer created vested rights for the typographers, including the right o 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. », as may be seen from page 26 of the decision. (we have underlined)

Also, the Court reiterates and recognizes that the typographers were given vested rights and a job guarantee until the agre of 65.

«To ensure the permanence of the guarantees given the employees, the parties agreed not to raise the objects of the agreements during future negotiations but to keep them in force until the last employee concerned had reached the age of 65. These agreements in keeping with the wishes of the parties, were integrated into the collective agreements, including that of 1993-1996, along with the introductory clause stating that the civil effects of the agreements would be preserved but would only come into effect outside the collective agreements », as may be seen from page 23 of the decision.

Also, in its page 29, its second paragraph:

« The three parties to the agreements expressly stated that the working conditions set out in the agreements and reproduced in the collective agreements were to remain in force until all the employees contemplated by the agreements had stopped work, as long as they were still union members in good standing »

Also, in confirming the arbitrator's findings, the court states on its page 30,

« In interpreting the textes submitted to him, the arbitrator was justified in concluding that the obligatory process for renewing the collective agreements provided for in article XI of the 1987 agreement had not been terminated by arbitrator Leboeuf's award, and that the employer failed to meet its obligations when it did not respond to the union's request on April 30th 1996 that it submit its best final offers »

Later in its decision, the court defines the fault committed by the Gazette in declaring a lock-out and remits the case to an arbitrator to determine the quantum of the damages:

« It may be that the lock-out was unduly prolonged by the employer's refusal to exchange best final offers as the union asked it to do within the time period provided for on April 30, 1996, and that the employees are accordingly entitled to damages. That will be for the arbitrator to decide. », as may be seen from page 31 of the decision. (we have underlined)

However, following arbitration decisions were appealed culminating in the 2008 decision by the Court of Appeal of Quebec which again ordered the return of the file to arbitration in order for the arbitrator to render a decision in accordance with the 1999 and 2003 rulings of the Court of Appeal which had ordered payment of damages to the typographers resulting from The Gazette's breach of its contractual agreements:

« I therefore grant the appeal with costs of both courts against the Gazette, annul the judgment of the Superior Court, grant the Motion in cancellation of the petitioners and order that the file be returned to arbitrator André Sylvestre in order for him to act according to our judgments dated December 15th 1999 and August 6th 2003 », as may be seen from last page of the 2008 Court of Appeal ruling, in annexe seven.

In its 2008 decision, the court again reiterated Gazette's civil liability for damages caused by the imposition of its lengthy lock-out, as may be seen from page four, paragraph 24 of its decision.

*« This point being made, it is important to note that our court, in its 1999 ruling, had clearly identified the contractual fault committed by The Gazette when it ignored the terms of article XI of the last triparty agreement of 1987 »
(We have underlined)*

It is clear from the aforementioned ruling and the ensuing decisions that its failure to get rid of the last of its typographers made the Gazette wage a legal warfare against its own employees which is continuing to this day due to numerous appeals, contestations and claims filed against the typographers and among them, our clients.

The last hearing before the arbitrator did not result in a ruling and the union and our clients have filed a motion for another arbitrator to be named. As another sign of the Gazette's bad faith, it is also contesting that motion.

Forty six(46) decisions have been rendered by various levels of tribunals since the start of this legal battle which has been caused by the Gazette's aforementioned fault, actions and omissions which have been confirmed eleven years ago by the highest tribunal of the Province. This matter has reached the Quebec Court of Appeal three(3) times with one leave, in 2000, to appeal to the Supreme Court filed by the Gazette which was denied, as may be seen from the forth annexe enclosed herewith.

The list of decisions are also enclosed herewith, as may be seen in annexe five(5) with references.

Under Quebec civil law, waging a legal battle against individual entities with little resources is punishable by imposition of hefty penalties and damages, as may be seen from the precedent set in a recent case involving the CIBC, the whole, from the copy of the decision of the Montreal Superior court, as may be seen from our sixth annexe whereby the CIBC was ordered to pay among other damages, \$1,500,000 in punitive damages.

As may be seen from the above summary of the legal battle imposed on our clients by the Gazette, and the subsequent establishment of its fault and

5

liability by the Court of Appeal of Quebec, our clients are fully justified to claim and be granted damages against the Gazette for their loss of salary and benefits, including retirement and pension benefits for their moral and punitive damages in accordance with the law.

The actions of the Gazette not only contravened agreements signed by its own managements but they were also in breach of Quebec labour laws, namely the Labour Code, amended in 1994, which state that all annexes are valid until their stated duration, namely the 1982 and 1987 agreements, when signed, are deemed to be part of and incorporated into collective labour agreements.

An actuary report has been prepared in 2008 by our clients, as may be seen from seventh annexe, detailing their damages. However, due to the interest accumulated on the capital since 2008, the aforementioned total amount at this time is in the amount of \$6,599,074.30 for Mr. Eriberto Di Paolo and \$6,413,714.30 for Ms. Rita Blondin.

The detailed calculation of the amounts are explained in the actuarial report prepared by Luc Beringuette on June 26th 2008 to which we applied a conservative five(5%) percent interest rate for 2009 and 2010, the whole, from annexe number eight, attached to the present claim.

The Gazette's actions and misuse of legal procedure dates back to 1993, as established in the above. Due to the volume of the decisions, we have solely referred to a small portion of the decisions rendered. It is clear that The Gazette has been acting in bad faith toward its employees. The new Quebec Code of Civil Procedure, amended in 2009, prohibits this kind of behaviour and provided for remedies which are enumerated as follows:

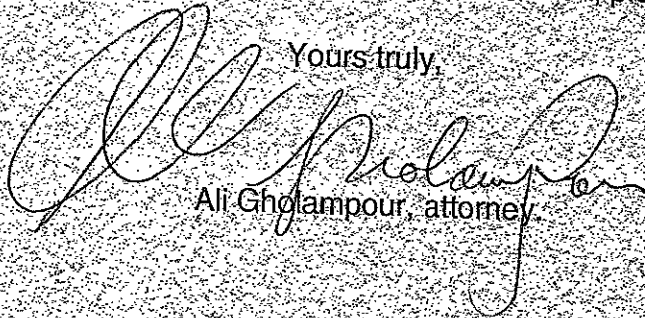
In its article 54.4, the Code authorizes the Courts to order such parties to pay damages, namely legal fees and punitive damages:

«54.4 On ruling on whether an action or pleading is improper, the Court may order a provision for costs to be reimbursed, condemn a party to pay, in addition to costs, damages in reparation for the prejudice suffered by another party, including the fees and extrajudicial costs incurred by that party, and if justified by the circumstances, award punitive damages...»

It must also be noted that two(2) other claims for lock-outs are still pending before arbitration which relate to 1993-1994 and 2000-2002 lock-outs, those claims are also yet to be resolved and stem from The Gazette's fault, actions and omission with respect to the breach of the aforementioned labour agreements with our clients.

For further information, please communicate with our office.

Yours truly,



Ali Gholampour, attorney.

C.C. Mr David Byers, Stikeman Elliott L.L.P.

SCHEDULE "E"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

LP NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

1. PARTICULARS OF CREDITOR:

- (a) Full Legal Name of Creditor: ERIBERTO DI PAOLO
- (b) Full Mailing Address of Creditor: ERIBERTO DI PAOLO
6752 JEAN MILOT ST.
MONTREAL QUEBEC
H1M 2Y9 CANADA
- (c) *Telephone Number of Creditor: 514 256-8617
- (d) *Facsimile Number of Creditor: 514 256-8617
- (e) *E-mail Address of Creditor: eriberto.dipaolo@gmail.com
- (f) Attention (Contact Person): ERIBERTO DI PAOLO

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

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

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

(b) Full Legal Name of original creditor(s): _____

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

We hereby disagree with the value of our Claim as set out in the LP Notice of Revision or Disallowance dated JUNE 21-2010-hour 2:27, as set out below:

PreFiling Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,604,376.80		\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,604,376.80		\$

Restructuring Period Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$	\$	\$

Employee Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,604,376.80	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,604,376.80	\$	\$

REASONS FOR DISPUTE:

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

The Gazette guaranteed our salary plus cost of living in the 1982 and 1987 tripartite agreement as supported by our claim letter and all supporting evidence produced. Also our previous claim letter dated May 3-2010.

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

IN THE CASE OF AN LP CREDITOR WITH A PREFILING CLAIM, no later than 5:00 p.m. (Toronto Time) on June 10, 2010 notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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

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

IN THE CASE OF AN LP CREDITOR WITH A RESTRUCTURING PERIOD CLAIM, AN EMPLOYEE CLAIM OR A DIRECTOR/OFFICER CLAIM, you must, no later than 5:00 p.m. (Toronto Time) on June 30, 2010 notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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

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

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

Dated at Montreal this 27th day of June, 2010.

Per: Eriberto Di Paolo

SCHEDULE "E"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

LP NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

1. PARTICULARS OF CREDITOR:

- (a) Full Legal Name of Creditor: RITA BLONDIN
- (b) Full Mailing Address of Creditor: RITA BLONDIN
588 BOUL. ANTOINE-SÉGUIN
ST-EUSTACHE, QUEBEC J7P 5N6
CANADA
- (c) *Telephone Number of Creditor: 450 491-0736
- (d) *Facsimile Number of Creditor: _____
- (e) *E-mail Address of Creditor: blondin37@sympatico.ca
- (f) Attention (Contact Person): Ciberto Di Paolo sympatico

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

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

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

(b) Full Legal Name of original creditor(s): _____

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

We hereby disagree with the value of our Claim as set out in the LP Notice of Revision or Disallowance dated 21 juin 2010 à 21h27 as set out below:

PreFiling Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,431,536.80		\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,431,536.80		\$

Restructuring Period Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$	\$	\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$	\$	\$

Employee Claim:

Claim Against	Claim per Proof of Claim	Allowed Amount	Disallowed Amount
Canwest Publishing Inc./Publications Canwest Inc.	\$ 6,431,536.80		\$
Canwest Books Inc.	\$	\$	\$
Canwest (Canada) Inc.	\$	\$	\$
Canwest Limited Partnership	\$	\$	\$
Directors/Officers	\$	\$	\$
Total Claims	\$ 6,431,536.80	\$	\$

REASONS FOR DISPUTE:

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

The Bayette a garanti notre salaire et le maintien du standard de vie dans les ententes tripartites signees en 1982 et en 1987 tel que supporte par notre lettre de reclamation et toutes les preuves fournies ainsi que notre lettre de reclamation precedente datée du 3 mai 2010

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

IN THE CASE OF AN LP CREDITOR WITH A PREFILING CLAIM, no later than 5:00 p.m. (Toronto Time) on **June 10, 2010** notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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

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

IN THE CASE OF AN LP CREDITOR WITH A RESTRUCTURING PERIOD CLAIM, AN EMPLOYEE CLAIM OR A DIRECTOR/OFFICER CLAIM, you must, no later than 5:00 p.m. (Toronto Time) on **June 30, 2010** notify the Monitor of such intent by delivering an LP Notice of Dispute of Revision or Disallowance in accordance with the LP Amended Claims Procedure Order to the following address or facsimile:

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

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

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

Dated at St-Custache this 27th day of June, 2010.

Per: Rita Blondin