

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS
CORP., AND THE OTHER APPLICANTS LISTED ON EXHIBIT "A"**

**AFFIDAVIT OF ROBERT J. CHADWICK
(sworn February 19, 2010)**

I, Robert J. Chadwick, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a partner and member of the Executive Committee at the law firm of Goodmans LLP ("**Goodmans**"), which acts for the *ad hoc* committee of holders of the 8% Senior Subordinated Notes (the "**Ad Hoc Committee**") in connection with the restructuring of Canwest Global Communications Corp. and certain of its subsidiaries and related entities. I have personal knowledge of all matters to which I refer in this affidavit. Where I do not have personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.
2. This affidavit is sworn for the limited purpose of clarifying certain facts pertaining to the counsel agreement (the "**Counsel Agreement**") between Goodmans and McCarthy Tetrault LLP ("**McCarthys**"), as counsel for Goldman Sachs Capital Partners ("**GSCP**"), which is referenced in paragraph 8 of the Affidavit of Gerald Cardinale sworn February 18, 2010 in connection with these proceedings.
3. The Counsel Agreement was entered into by way of an exchange of emails between Garth M. Girvan, on behalf of McCarthys, and me, on behalf of Goodmans.
4. At 3:08 p.m. on December 15, 2009, I emailed Mr. Girvan to propose terms governing without prejudice discussions between GSCP and the Ad Hoc Committee in relation to the CW Investments Co. Shareholders Agreement. My email was sent in advance of the release of the decision of the Honourable Justice Pepall relating to the motions of Canwest Media Inc. and

GSCP that were heard on December 8, 2009. My email of December 15, 2009 is attached hereto as Exhibit "A".

5. On December 18, 2009 at 1:54 p.m., Mr. Girvan emailed me in response to my email of December 15, 2009 to propose revisions to the terms set out in my email (the "**December 18 Email**"). Attached as Exhibit "B" is a copy of the December 18 Email we received from Mr. Girvan.

6. It appears that all parties agree that the Counsel Agreement is governed by the December 18 Email, but there is a factual disagreement between Goodmans and the Ad Hoc Committee, on one hand, and McCarthys and GSCP, on the other hand, with respect to the terms of the December 18 Email.

7. McCarthys and GSCP maintain that a certain standstill provision (the "**Standstill Provision**") was included in the December 18 Email. However, The Standstill Provision does not appear in the version of the December 18 Email that was received by Goodmans, nor does it appear in any other string of emails received or forwarded by Goodmans that attaches the December 18 Email.

8. I am advised by Dick Jensen, Director of Technology of Goodmans, and verily believe that the reason the Standstill Provision does not appear in the December 18 Email received by Goodmans or any other string of emails attaching the December 18 Email received by Goodmans is that the original December 18 Email was "corrupted". In general terms, I understand that there was an underlying technical problem with the December 18 Email sent by Mr. Girvan that caused the "corrupted" portion of the email to be rejected by Goodmans' office email system (*Microsoft Outlook 2007*). As a result, Goodmans' office email system only displayed and forwarded the non-corrupted portion of the email. The Standstill Provision was part of the "corrupted" portion of the December 18 Email, so the Standstill Provision did not appear when the December 18 Email was received or forwarded by Goodmans' office email system. A more detailed explanation of the "corruption" in Mr. Girvan's email is provided in the memorandum attached as Exhibit "C", which was provided to McCarthys on February 17, 2010.

9. A review of the relevant emails from my office computer reveals the following:
 - a) As outlined in paragraph 7, the Standstill Provision does not appear in the December 18 Email I received from Mr. Girvan at 1:54 p.m. on December 18, 2009.
 - b) The Standstill Provision does not appear in the December 18 Email I forwarded to Benjamin Zarnett, Celia Rhea and Logan Willis at 1:57 p.m. on December 18, 2009. A copy of that email is attached hereto as Exhibit "D".
 - c) The Standstill Provision does not appear in the December 18 Email I forwarded to the members of the Ad Hoc Committee at 2:01 p.m. on December 18, 2009. A copy of that email is not attached because it contains client confidential information.
 - d) The Standstill Provision does not appear in the December 18 Email attached to the email I sent to Mr. Girvan at 11:57 a.m. on December 21, 2009 in reply to the December 18 Email. A copy of that email is attached hereto as Exhibit "E".
 - e) The Standstill Provision does not appear in the December 18 Email attached to Mr. Girvan's email to me at 12:13 p.m. on December 21, 2009. A copy of that email is attached as Exhibit "F".

10. Immediately after receiving a copy of the letter from McCarthys to the Monitor dated February 13, 2010, which alleged that the Ad Hoc Committee had breached the Standstill Provision, I advised Mr. Girvan that neither Goodmans nor the Ad Hoc Committee had seen or agreed to the Standstill Provision and that we would investigate and review the exchange of emails relating to the Counsel Agreement.

11. On February 13, 2010, after discussions with Mr. Girvan about whether the Standstill Provision was in fact included in the Counsel Agreement, Mr. Girvan again emailed me his record of the original December 18 Email. Once again, the Standstill Provision did not appear in that email. A copy of Mr. Girvan's email of February 13, 2010 is attached hereto as Exhibit "G".

12. In the opening paragraph of the December 18 Email, Mr. Girvan refers to a “form of hiatus period”. On December 23, 2009, I spoke with Mr. Grivan about a hiatus period relating to the potential disclaimer of the CW Investments Co. Shareholders Agreement.

13. On December 23, 2009, I emailed Mr. Girvan to propose alternate language for the Counsel Agreement that contained no reference to a hiatus period. A copy of this email is attached as Exhibit “H”. Mr. Girvan replied by email at 9:56 a.m. on December 24, 2009 (the “**December 24 Email**”) to indicate that GSCP believed the terms of the December 18 Email were reasonable and appropriate. The December 24 Email made reference to a “standstill provision” but did not include a paragraph containing the terms of any such provision. Consequently, I believed that Mr. Girvan’s reference to the “standstill provision” was a reference to the “form of hiatus” period referenced in the December 18 Email. A copy of the December 24 Email is attached hereto as Exhibit “I”.

14. On January 4, 2010, Mr. Girvan and I again discussed the concept of a “standstill” or “hiatus” period in relation to the potential disclaimer of the CW Investments Co. Shareholders Agreement. At 1:59 p.m. on January 4, 2010, Mr. Girvan sent me an email containing a single paragraph (with no blacklining) that set out a standstill concept relating only to the potential disclaimer of the CW Investments Co. Shareholders Agreement. A copy of that email is attached as Exhibit “J”.

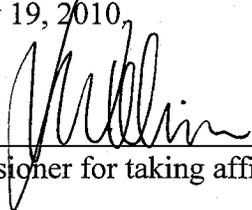
15. On January 4, 2010, following receipt of this email, I contacted Mr. Girvan by telephone to inform him that the Ad Hoc Committee would not accept the paragraph proposed in his email earlier that day, but that the Ad Hoc Committee would be willing to accept the terms of the December 18 Email, which Goodmans and the Ad Hoc Committee believed did not contain the Standstill Provision and contained only a reference to a “form of hiatus period”. Based on my discussions and exchange of emails with Mr. Girvan, it was my understanding that the “form of hiatus period” was in relation to the potential disclaimer of the CW Investments Co. Shareholders Agreement.

16. Following this conversation, I emailed Mr. Girvan to confirm that we would agree to the terms of the December 24 Email, which in turn referenced the December 18 Email. Goodmans’ agreement in this regard was in relation to the version of the December 18 Email received by

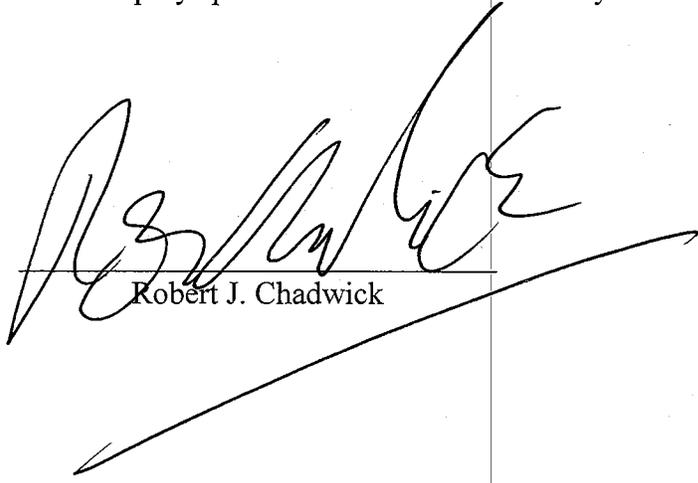
Goodmans, which did not contain the Standstill Provision. A copy of my email of January 4, 2009 is attached hereto as Exhibit "K".

17. As set out in the Monitor's Tenth Report, dated February 14, 2010, I emailed to the Monitor on February 14, 2010 to confirm that Goodmans and the Ad Hoc Committee do not believe that there are any restrictions or terms in the Counsel Agreement or otherwise that directly or indirectly affect the motion for approval of the equity sponsor transaction on February 19, 2010.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, on
February 19, 2010,



Commissioner for taking affidavits



Robert J. Chadwick

Chadwick, Robert

From: Chadwick, Robert
Sent: Tuesday, December 15, 2009 3:08 PM
To: 'Girvan, Garth M.'
Subject: Canwest - Without Prejudice Discussions

Further to our discussion, we wish to confirm that the Ad Hoc Committee and Goldman Sachs will proceed with their discussions on the following terms:

1. Anything said or any information shared in the discussions between representatives of the Ad Hoc Committee and Goldman Sachs shall be considered without prejudice and shall not be raised or relied on in any court proceeding or other proceeding.
2. No agreement shall be considered as having been reached in the discussions unless confirmed in writing by the Ad Hoc Committee and Goldman Sachs and signed by them.
3. The nature and scope of the discussions and the fact that the discussions are taking place or have taken place shall be kept confidential and all materials and information with respect to such discussions shall remain confidential between the Ad Hoc Committee, Goldman Sachs and their respective advisors, unless otherwise agreed in writing by the Ad Hoc Committee and Goldman Sachs.

Please confirm on behalf of your client that Goldman Sachs shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. Subject to such confirmation by McCarthy Tetrault, we confirm on behalf of the Ad Hoc Committee that the Ad Hoc Committee shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee.

This is Exhibit..... "A"referred to in the
affidavit of..... Robert Chadwick
sworn before me, this..... 19th
day of..... February..... 20.10.....
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Chadwick, Robert

From: Girvan, Garth M. [GGIRVAN@MCCARTHY.CA]
Sent: Friday, December 18, 2009 1:54 PM
To: Chadwick, Robert
Cc: McElcheran, Kevin; Farley, James; Mercer, Malcolm M.
Subject: RE: Canwest - Without Prejudice Discussions

Rob: sorry to take so much time in getting back to you on this. GS is prepared to commit to the arrangement in your email with some changes which I have marked below in red. The idea is that while we are in discussions, there would be a form of hiatus period with respect to the proceedings. Please review our suggested changes and let me know your thoughts.

Further to our discussion, we wish to confirm that the Ad Hoc Committee and Goldman Sachs will proceed with their discussions concerning CanWest Media Inc. (CanWest) on the following terms:

1. Anything said or any information shared in the discussions between representatives of the Ad Hoc Committee and Goldman Sachs shall be considered without prejudice and shall not be raised or relied on in any court proceeding or other proceeding.
2. No agreement shall be considered as having been reached in the discussions unless confirmed in writing by the Ad Hoc Committee and Goldman Sachs and signed by them.
3. The nature and scope of the discussions and the fact that the discussions are taking place or have taken place shall be kept confidential (except as otherwise contemplated herein) and all materials and information with respect to such discussions shall remain confidential between the Ad Hoc Committee, Goldman Sachs and their respective advisors, unless disclosure is required by law or unless otherwise agreed in writing by the Ad Hoc Committee and Goldman Sachs, provided however that the Ad Hoc Committee and Goldman Sachs and their respective advisors shall be entitled to advise the Monitor of such discussions and the terms of this agreement.

Please confirm on behalf of your client that Goldman Sachs shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. Subject to such confirmation by McCarthy Tétrault, we confirm on behalf of the Ad Hoc Committee that the Ad Hoc Committee shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. "

Garth M. Girvan

Garth M. Girvan

Partner

Business Law

T:/Tél : 416-601-7574

F:/Télé : 416-868-0673

E:/Courriel : ggirvan@mccarthy.ca

McCarthy Tétrault LLP / S.E.N.C.R.L., s.r.l.

Suite 5300

Toronto Dominion Bank Tower

Toronto, Ontario

Canada M5K 1E6

www.mccarthy.ca

This is Exhibit... "B" ...referred to in the
affidavit of... Robert Chadwick ...
sworn before me, this... 19th ...
day of... February... 20.09...
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Please THINK GREEN before printing.

PENSEZ À L'ENVIRONNEMENT avant d'imprimer ce message.

From: Chadwick, Robert [mailto:rchadwick@goodmans.ca]
Sent: Tuesday, December 15, 2009 3:08 PM
To: Girvan, Garth M.
Subject: Canwest - Without Prejudice Discussions

Further to our discussion, we wish to confirm that the Ad Hoc Committee and Goldman Sachs will proceed with their discussions on the following terms:

4. Anything said or any information shared in the discussions between representatives of the Ad Hoc Committee and Goldman Sachs shall be considered without prejudice and shall not be raised or relied on in any court proceeding or other proceeding.
5. No agreement shall be considered as having been reached in the discussions unless confirmed in writing by the Ad Hoc Committee and Goldman Sachs and signed by them.
6. The nature and scope of the discussions and the fact that the discussions are taking place or have taken place shall be kept confidential and all materials and information with respect to such discussions shall remain confidential between the Ad Hoc Committee, Goldman Sachs and their respective advisors, unless otherwise agreed in writing by the Ad Hoc Committee and Goldman Sachs.

Please confirm on behalf of your client that Goldman Sachs shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. Subject to such confirmation by McCarthy Tetrault, we confirm on behalf of the Ad Hoc Committee that the Ad Hoc Committee shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee.

We're Moving!

Goodmans' Toronto office will be located at Bay Adelaide Centre as of December 22nd, 2009.

Our new address will be:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Our email addresses, telephone and fax numbers will remain the same.

Until December 22nd, you may contact us at our current address.

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, please advise us immediately and delete this email without reading, copying or forwarding it to anyone.

=====
This e-mail may contain information that is privileged, confidential and/or exempt from disclosure.

No waiver whatsoever is intended by sending this e-mail which is intended only for the named recipient(s).

Unauthorized use, dissemination or copying is prohibited. If you receive this email in error, please notify

the sender and destroy all copies of this e-mail. Our privacy policy is available at www.mccarthy.ca.

This is Exhibit....."C".....referred to in the
affidavit of.....Robert Chadwick.....
sworn before me, this.....19th.....
day of.....February.....20..10.....
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Memorandum

TO: McCarthy Tetrault LLP

February 16, 2010

FROM: Goodmans LLP

SUBJECT: Canwest Global Communications Corp. et al.

The purpose of this memorandum is to outline certain facts relating to the exchange of emails between McCarthy Tetrault LLP ("McCarthys") and Goodmans LLP ("Goodmans") in respect of the counsel agreement (the "Counsel Agreement") governing certain discussions between Goldman Sachs Capital Partners ("GSCP") and the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc. (the "Ad Hoc Committee").

I. BACKGROUND

There is a factual disagreement between Goodmans and McCarthys with respect to the terms of the Counsel Agreement. In particular, McCarthys and GSCP maintain that the following paragraph (the "Standstill Provision") is included in the Counsel Agreement:

3. For the period of time from the date hereof until the date discussions are terminated as permitted below (the Discussion Period), neither the Ad Hoc Committee nor Goldman Sachs shall initiate, or encourage any other person (including CanWest) to initiate, or accept, approve, or provide any consent to the initiation of, any proceeding (including the filing of any motion or affidavit or the taking of any step in furtherance of the disclaimer of any contract to which Goldman Sachs or an affiliate is a party) in any court with respect to the insolvency proceeding of CanWest. Either party may terminate the Discussion Period by written notice to the other in which case this agreement shall terminate 7 days after receipt of such notice. In the event of termination the dates referred to in the Support Agreement dated September 24, 2009 and the Use of Cash Collateral and Consent Agreement between CanWest and certain members of the Ad Hoc Committee shall be extended by the number of days comprising the Discussion Period, and the parties shall cooperate in obtaining the agreement of CanWest and the court to such extension.

Goodmans and the Ad Hoc Committee maintain that they never agreed to the inclusion of the Standstill Provision in the Counsel Agreement and that the Standstill Provision therefore does not form part of the Counsel Agreement.

II. TERMS OF THE COUNSEL AGREEMENT

(A) *The Counsel Agreement*

The Counsel Agreement was entered into by way of an exchange of emails between Garth M. Girvan, on behalf of McCarthy Tetrault LLP, and Robert J. Chadwick, on behalf of Goodmans LLP. The Counsel Agreement consists of three emails:

- a) an email from Mr. Girvan to Mr. Chadwick, dated December 18, 2009, in which Mr. Girvan provides comments on language previously provided to Mr. Girvan on December 15, 2009 (the “**December 18 Email**”);
- b) an email from Mr. Girvan to Mr. Chadwick, dated December 24, 2009, in which Mr. Girvan states that GSCP is of the view that the terms set out in the December 18 Email are reasonable and appropriate (the “**December 24 Email**”); and
- c) an email from Mr. Chadwick to Mr. Girvan, dated January 4, 2010, in which Mr. Chadwick affirms agreement to the terms outlined in the December 24 Email.

The effect of this series of emails is that the Counsel Agreement is governed by the terms of the December 18 Email.

(B) *The Standstill Provision*

Goodmans in is in receipt of the letter from McCarthys addressed to Stikeman Elliott LLP, dated February 13, 2010 (the “**McCarthy Letter**”). The McCarthy Letter makes reference to the Standstill Provision as being part of the Counsel Agreement, and it alleges that the Ad Hoc Committee breached the Standstill Provision by consenting to the CMI Entities’ motion for approval of the transaction recently agreed to with Shaw Communications Inc. (“**Shaw**”) on or about February 11, 2010 (the “**Shaw Transaction**”).

Goodmans and the Ad Hoc Committee did not expect to be confronted by allegations that the Ad Hoc Committee had breached the Standstill Provision, as neither Goodmans nor the Ad Hoc Committee believed that the Standstill Provision formed part of the Counsel Agreement. In fact, the standstill concept previously proposed by McCarthys had been rejected by Goodmans in earlier discussions with representatives of McCarthys.

Goodmans subsequently performed an internal review of emails to determine whether the Standstill Provision in fact appeared in the December 18 Email. Our review revealed that there were two irreconcilable versions of the December 18 Email in circulation, one in which the Standstill Provision appeared and one in which the Standstill Provision did not appear. In particular, our review revealed the following:

- a) After receiving the December 18 Email from Mr. Girvan at 1:54 p.m. on December 18, 2009, Mr. Chadwick forwarded the December 18 Email internally to Benjamin Zarnett, Celia Rhea

and Logan Willis at 1:57 p.m. The Standstill Provision did not appear in this version of the December 18 Email.

- b) Mr. Chadwick forwarded the December 18 Email to the members of the Ad Hoc Committee at 2:01 p.m. on December 18, 2009. The Standstill Provision did not appear in this version of the December 18 Email.
- c) Mr. Chadwick sent Mr. Girvan an email on December 21, 2009 in reply to the December 18 Email. The Standstill Provision did not appear in the version of the December 18 Email attached to Mr. Chadwick's reply.
- d) On February 13, 2010, David Byers of Stikeman Elliott LLP forwarded Mr. Chadwick an email he had received from Mr. Girvan on January 5, 2010, which attached the December 18 Email. The Standstill Provision did appear in this version of the December 18 Email.
- e) A review of Mr. Chadwick's email inbox over Goodmans' remote Webmail system on February 13, 2010 revealed a record of the December 18 Email in which the Standstill Provision did appear.
- f) A review of Mr. Chadwick's email inbox over Goodmans' remote Citrix system on February 13, 2010 revealed a record of the December 18 Email in which the Standstill Provision did not appear.
- g) When the original December 18 Email was forwarded from Mr. Chadwick's inbox to Mr. Willis on February 13, 2010, the Standstill Provision did not appear in the email received by Mr. Willis.

(C) *The Email Received from McCarthys was "Corrupted"*

In an effort to explain these seemingly anomalous results, we asked Goodmans' Technology Department to investigate the December 18 Email to determine whether it was possible that there was a glitch in the email that would cause the Standstill Provision to appear in the some instances but not others.

The Director of Goodmans' Technology Department, Dick Jensen, has advised that he and his staff have deconstructed the December 18 Email and have reviewed it at its underlying Hyper Text Markup Language (HTML) level. Mr. Jensen advises that his staff discovered a "corruption" in the HTML code of the original December 18 Email received from McCarthys. The effect of this "corruption" is that the December 18 Email displays differently depending on the email system that is used to view it. In particular, when the December 18 Email is viewed using *Microsoft Office Outlook 2007*, the Standstill Provision does not appear. In addition, the numbering in the email attached below it appears as "4, 5, 6" rather than "1, 2, 3" (for example, see the email Mr. Chadwick sent to Mr. Girvan on December 21, 2009 in reply to the December 18 Email). Mr. Jensen advises that the December 18 Email may appear correctly if another email system is used to view the email.

Goodmans' office email systems and its remote Citrix system both use *Microsoft Office Outlook 2007* to view and manage emails. Consequently, when the December 18 Email was viewed by Mr. Chadwick and forwarded internally and to the members of the Ad Hoc Committee on December 18, 2009, the Standstill Provision did not appear in the email.

The Standstill Provision did not appear in the version of the December 18 Email received and forwarded by Goodmans on December 18, 2009. Accordingly, when Goodmans and the Ad Hoc Committee subsequently agreed to the terms of the December 18 Email, they did so under the assumption that the Standstill Provision did not form part of the Agreement.

On February 14, 2010, Goodmans terminated the Counsel Agreement by way of an email from Mr. Chadwick to Mr. Girvan. As communicated to McCarthys previously, it is Goodmans' position that regardless of whether the Counsel Agreement includes the Standstill Provision, neither Canwest's motion for approval of the Shaw Transaction nor the Ad Hoc Committee's support of that motion would directly or indirectly contravene the terms of the Counsel Agreement.

5815862

Chadwick, Robert

From: Chadwick, Robert
Sent: Friday, December 18, 2009 1:57 PM
To: Zarnett, Benjamin; Rhea, Celia; Willis, Logan
Subject: FW: Canwest - Without Prejudice Discussions

Robert J. Chadwick
Goodmans LLP
Direct Line: 416-597-4285
Email: rchadwick@goodmans.ca
Fax: 416-979-1234

This is Exhibit... "D".....referred to in the
affidavit of..... Robert Chadwick.....
sworn before me, this..... 19th.....
day of..... February..... 20..10.....
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Goodmans LLP
250 Yonge Street
Suite 2400
Toronto, Ontario
M5B 2M6
General:416-979-2211

From: Girvan, Garth M. [mailto:GGIRVAN@MCCARTHY.CA]
Sent: Friday, December 18, 2009 1:54 PM
To: Chadwick, Robert
Cc: McElcheran, Kevin; Farley, James; Mercer, Malcolm M.
Subject: RE: Canwest - Without Prejudice Discussions

Rob: sorry to take so much time in getting back to you on this. GS is prepared to commit to the arrangement in your email with some changes which I have marked below in red. The idea is that while we are in discussions, there would be a form of hiatus period with respect to the proceedings. Please review our suggested changes and let me know your thoughts.

Further to our discussion, we wish to confirm that the Ad Hoc Committee and Goldman Sachs will proceed with their discussions concerning CanWest Media Inc. (CanWest) on the following terms:

1. Anything said or any information shared in the discussions between representatives of the Ad Hoc Committee and Goldman Sachs shall be considered without prejudice and shall not be raised or relied on in any court proceeding or other proceeding.
2. No agreement shall be considered as having been reached in the discussions unless confirmed in writing by the Ad Hoc Committee and Goldman Sachs and signed by them.
3. The nature and scope of the discussions and the fact that the discussions are taking place or have taken place shall be kept confidential (except as otherwise contemplated herein) and all materials and information with respect to such discussions shall remain confidential between the Ad Hoc Committee, Goldman Sachs and their respective advisors, unless disclosure is required by law or unless otherwise agreed in writing by the Ad Hoc Committee and Goldman Sachs, provided however that the Ad Hoc Committee and Goldman Sachs and their respective advisors shall be entitled to advise the Monitor of such discussions and the terms of this agreement.

Please confirm on behalf of your client that Goldman Sachs shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. Subject to such confirmation by McCarthy Tetrault, we confirm on behalf of the Ad Hoc Committee that the Ad Hoc Committee shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. "

Garth M. Girvan

Garth M. Girvan

Partner

Business Law

T:/Tél : 416-601-7574

F:/Télec : 416-868-0673

E:/Courriel : ggirvan@mccarthy.ca

McCarthy Tétrault LLP / S.E.N.C.R.L., s.r.l.

Suite 5300

Toronto Dominion Bank Tower

Toronto, Ontario

Canada M5K 1E6

www.mccarthy.ca

Please THINK GREEN before printing.

PENSEZ À L'ENVIRONNEMENT avant d'imprimer ce message.

From: Chadwick, Robert [mailto:rchadwick@goodmans.ca]

Sent: Tuesday, December 15, 2009 3:08 PM

To: Girvan, Garth M.

Subject: Canwest - Without Prejudice Discussions

Further to our discussion, we wish to confirm that the Ad Hoc Committee and Goldman Sachs will proceed with their discussions on the following terms:

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Please confirm on behalf of your client that Goldman Sachs shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. Subject to such confirmation by McCarthy Tétrault, we confirm on behalf of the Ad Hoc Committee that the Ad Hoc Committee shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee.

We're Moving!

Goodmans' Toronto office will be located at Bay Adelaide Centre as of December 22nd, 2009.

Our new address will be:

Goodmans LLP

Bay Adelaide Centre

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

Our email addresses, telephone and fax numbers will remain the same.

Until December 22nd, you may contact us at our current address.

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, please advise us immediately and delete this email without reading, copying or forwarding it to anyone.

=====
This e-mail may contain information that is privileged, confidential and/or exempt from disclosure.
No waiver whatsoever is intended by sending this e-mail which is intended only for the named recipient(s).
Unauthorized use, dissemination or copying is prohibited. If you receive this email in error, please notify the sender and destroy all copies of this e-mail. Our privacy policy is available at www.mccarthy.ca .

Chadwick, Robert

From: Chadwick, Robert
Sent: Monday, December 21, 2009 11:57 AM
To: 'ggirvan@mccarthy.ca'
Subject: Re: Canwest - Without Prejudice Discussions

Gary, I left you a voice mail on Friday but have not heard back from you. Let me know a convenient time to talk and I will call you. Regards, Rob Chadwick

Robert J. Chadwick
Goodmans LLP
Direct Line: 416-597-4285
Email: rchadwick@goodmans.ca
Fax: 416-979-1234

Goodmans LLP
250 Yonge Street
Suite 2400
Toronto, Ontario
M5B 2M6
General: 416-979-2211

This is Exhibit....."E".....referred to in the
affidavit of.....Robert Chadwick.....
sworn before me, this.....19th.....
day of.....February.....20.....10.....
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

From: Girvan, Garth M. <GGIRVAN@MCCARTHY.CA>
To: Chadwick, Robert
Cc: McElcheran, Kevin <kmcelcheran@mccarthy.ca>; Farley, James <jfarley@mccarthy.ca>; Mercer, Malcolm M. <MMERCER@MCCARTHY.CA>
Sent: Fri Dec 18 13:54:11 2009
Subject: RE: Canwest - Without Prejudice Discussions

Rob: sorry to take so much time in getting back to you on this. GS is prepared to commit to the arrangement in your email with some changes which I have marked below in red. The idea is that while we are in discussions, there would be a form of hiatus period with respect to the proceedings. Please review our suggested changes and let me know your thoughts.

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McCarthy Tétrault, we confirm on behalf of the Ad Hoc Committee that the Ad Hoc Committee shall be bound to the foregoing terms as part of any discussions between representatives of Goldman Sachs and the Ad Hoc Committee. "

Garth M. Girvan

Garth M. Girvan

Partner

Business Law

T:/Tél : 416-601-7574

F:/Télé : 416-868-0673

E:/Courriel : ggirvan@mccarthy.ca

McCarthy Tétrault LLP / S.E.N.C.R.L., s.r.l.

Suite 5300

Toronto Dominion Bank Tower

Toronto, Ontario

Canada M5K 1E6

www.mccarthy.ca

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PENSEZ À L'ENVIRONNEMENT avant d'imprimer ce message.

From: Chadwick, Robert [mailto:rchadwick@goodmans.ca]

Sent: Tuesday, December 15, 2009 3:08 PM

To: Girvan, Garth M.

Subject: Canwest - Without Prejudice Discussions

Further to our discussion, we wish to confirm that the Ad Hoc Committee and Goldman Sachs will proceed with their discussions on the following terms:

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We're Moving!

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Toronto, ON M5H 2S7

Our email addresses, telephone and fax numbers will remain the same.

Until December 22nd, you may contact us at our current address.

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Chadwick, Robert

From: Girvan, Garth M. [GGIRVAN@MCCARTHY.CA]
Sent: Monday, December 21, 2009 12:13 PM
To: Chadwick, Robert
Subject: RE: Canwest - Without Prejudice Discussions

I will free up mid afternoon and will call you Rob

Garth M. Girvan
Partner
Business Law
T:/Tél : 416-601-7574
F:/Télec : 416-868-0673
E:/Courriel : ggirvan@mccarthy.ca
McCarthy Tétrault LLP / S.E.N.C.R.L., s.r.l.
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This is Exhibit "F" referred to in the
affidavit of Robert Chadwick
sworn before me, this 19th
day of February 20, 10

A COMMISSIONER FOR TAKING AFFIDAVITS

From: Chadwick, Robert [mailto:rchadwick@goodmans.ca]
Sent: Monday, December 21, 2009 11:57 AM
To: Girvan, Garth M.
Subject: Re: Canwest - Without Prejudice Discussions

Gary, I left you a voice mail on Friday but have not heard back from you. Let me know a convenient time to talk and I will call you. Regards, Rob Chadwick

Robert J. Chadwick
Goodmans LLP
Direct Line: 416-597-4285
Email: rchadwick@goodmans.ca
Fax: 416-979-1234

Goodmans LLP
250 Yonge Street
Suite 2400
Toronto, Ontario
M5B 2M6
General: 416-979-2211

From: Girvan, Garth M. <GGIRVAN@MCCARTHY.CA>
To: Chadwick, Robert
Cc: McElcheran, Kevin <kmcelcheran@mccarthy.ca>; Farley, James <jfarley@mccarthy.ca>; Mercer, Malcolm M. <MMERCER@MCCARTHY.CA>
Sent: Fri Dec 18 13:54:11 2009
Subject: RE: Canwest - Without Prejudice Discussions

Rob: sorry to take so much time in getting back to you on this. GS is prepared to commit to the arrangement in your email with some changes which I have marked below in red. The idea is that while we are in discussions, there would be a form of hiatus period with respect to the proceedings. Please review our suggested changes and let me know your thoughts.

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Garth M. Girvan

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Partner

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Toronto, Ontario

Canada M5K 1E6

www.mccarthy.ca

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PENSEZ À L'ENVIRONNEMENT avant d'imprimer ce message.

From: Chadwick, Robert [mailto:rchadwick@goodmans.ca]

Sent: Tuesday, December 15, 2009 3:08 PM

To: Girvan, Garth M.

Subject: Canwest - Without Prejudice Discussions

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the sender and destroy all copies of this e-mail. Our privacy policy is available at www.mccarthy.ca

Chadwick, Robert

From: Girvan, Garth M. [GGIRVAN@MCCARTHY.CA]
Sent: Saturday, February 13, 2010 6:33 PM
To: Chadwick, Robert
Cc: McElcheran, Kevin
Subject: FW: Canwest - Without Prejudice Discussions

This is the earlier email which I referred to in my Dec 24 email. We have called David Byers to ask him to hold off for now.

From: Girvan, Garth M.
Sent: Friday, December 18, 2009 1:54 PM
To: Chadwick, Robert
Cc: McElcheran, Kevin; Farley, James; Mercer, Malcolm M.
Subject: RE: Canwest - Without Prejudice Discussions

Rob: sorry to take so much time in getting back to you on this. GS is prepared to commit to the arrangement in your email with some changes which I have marked below in red. The idea is that while we are in discussions, there would be a form of hiatus period with respect to the proceedings. Please review our suggested changes and let me know your thoughts.

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Garth M. Girvan

Garth M. Girvan
Partner
Business Law
T:/Tél : 416-601-7574
F:/Télé : 416-868-0673
E:/Courriel : ggirvan@mccarthy.ca

McCarthy Tétrault LLP / S.E.N.C.R.L., s.r.l.

Suite 5300
Toronto Dominion Bank Tower

This is Exhibit....."6".....referred to in the
affidavit of.....Robert Chadwick.....
sworn before me, this.....19th.....
day of.....February.....20.....10.....
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Please THINK GREEN before printing.
PENSEZ À L'ENVIRONNEMENT avant d'imprimer ce message.

From: Chadwick, Robert [mailto:rchadwick@goodmans.ca]
Sent: Tuesday, December 15, 2009 3:08 PM
To: Girvan, Garth M.
Subject: Canwest - Without Prejudice Discussions

Further to our discussion, we wish to confirm that the Ad Hoc Committee and Goldman Sachs will proceed with their discussions on the following terms:

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the sender and destroy all copies of this e-mail. Our privacy policy is available at www.mccarthy.ca .

Chadwick, Robert

From: Chadwick, Robert
Sent: Wednesday, December 23, 2009 4:11 PM
To: 'Girvan, Garth M.'
Subject: RE: Canwest - Without Prejudice Discussions

Gary, further to our discussion of this today, let me know if the below works (I have made changes in CAP LETTERS to make it easier to follow). If you confirm it is acceptable, we can confirm the terms on a clean version. Regards, Rob Chadwick

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sworn before me, this.....19th.....
day of.....February.....20.....12.....
.....Millin.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Chadwick, Robert

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affidavit of Robert Chadwick
sworn before me, this...19th.....
day of...February.....20..10.....
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

From: Girvan, Garth M. [GGIRVAN@MCCARTHY.CA]
Sent: Thursday, December 24, 2009 9:56 AM
To: Chadwick, Robert
Subject: RE: Canwest - Without Prejudice Discussions

Rob, after consideration, my client is of the view that what was sent to you in our last email was reasonable and appropriate. They are prepared to agree to an arrangement as set out in that email and most importantly the standstill provision. They are not prepared to proceed on the basis you have set out below. If there are to be discussions, our client's position is that they can only productively proceed if the parties stand back from initiating further court proceedings against each other during the course of such discussions.

From: Chadwick, Robert [rchadwick@goodmans.ca]
Sent: Wednesday, December 23, 2009 4:10 PM
To: Girvan, Garth M.
Subject: RE: Canwest - Without Prejudice Discussions

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Chadwick, Robert

From: Girvan, Garth M. [GGIRVAN@MCCARTHY.CA]
Sent: Monday, January 04, 2010 1:59 PM
To: Chadwick, Robert
Cc: McElcheran, Kevin; EMRosof@WLRK.com
Subject: FW:

Rob please have a look at this suggested revision to Para 3 of our email. We will call to discuss

Garth M. Girvan
Partner
Business Law
T:/Tél : 416-601-7574
F:/Télé : 416-868-0673
E:/Courriel : ggirvan@mccarthy.ca
McCarthy Tétrault LLP / S.E.N.C.R.L., s.r.l.

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affidavit of... Robert Chadwick
sworn before me, this... 19th ...
day of... February... 20... 10...
Millin
A COMMISSIONER FOR TAKING AFFIDAVITS

From: EMRosof@WLRK.com [mailto:EMRosof@WLRK.com]
Sent: Monday, January 4, 2010 1:57 PM
To: Girvan, Garth M.; McElcheran, Kevin
Cc: DKMayer@WLRK.com
Subject: RE:

Cleaned-up a bit:

3. For the period of time from the date hereof until the date discussions are terminated as permitted below (the Discussion Period), neither the Ad Hoc Committee nor Goldman Sachs shall initiate or encourage any other person (including CanWest) to initiate, or accept or approve, or provide any consent to the initiation of, any proceeding in furtherance of the disclaimer of any contract to which Goldman Sachs or an affiliate is a party in any court. Either party may terminate the Discussion Period by three day's prior written notice to the other in which case this standstill arrangement shall terminate; provided that upon such termination either party may inform the Court of the existence of, but not the substance of, the discussions. If CanWest delivers a notice of disclaimer or resiliation (a Disclaimer Notice), both parties will work together with the Monitor and CanWest to establish a timetable for the hearing of the disclaimer or resiliation , including examinations and cross examinations and related production and discovery and the Ad Hoc Committee will not initiate, or accept or approve, or provide any consent to the initiation of, and will encourage Canwest not to seek, any hearing on such disclaimer or resiliation prior to the 30th day following the delivery of the Disclaimer Notice.

Any tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of avoiding tax penalties and is not intended to be used or referred to in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement.

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www.wlrk.com

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Chadwick, Robert

From: Chadwick, Robert
Sent: Monday, January 04, 2010 6:29 PM
To: 'Girvan, Garth M.'
Subject: RE: Canwest - Without Prejudice Discussions

This is Exhibit "K" referred to in the
affidavit of Robert Chadwick
sworn before me, this 19th
day of February 2010.
William
A COMMISSIONER FOR TAKING AFFIDAVITS

Gary, as discussed with you in more detail this afternoon, we are prepared to agree to the terms outlined in your email of December 24. Please confirm (or have your client confirm directly with our clients) the time, attendees and logistics for the proposed principals conference call on Wednesday and the in person principals meeting on Friday, once you have had a chance to confirm matters with your client. Regards, Rob Chadwick

-----Original Message-----

From: Girvan, Garth M. [mailto:GGIRVAN@MCCARTHY.CA]
Sent: Thursday, December 24, 2009 9:56 AM
To: Chadwick, Robert
Subject: RE: Canwest - Without Prejudice Discussions

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Sent: Wednesday, December 23, 2009 4:10 PM
To: Girvan, Garth M.
Subject: RE: Canwest - Without Prejudice Discussions

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP., AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A"

**ONTARIO
COURT OF APPEAL**

Proceeding commenced at Toronto

**AFFIDAVIT OF
OF ROBERT J. CHADWICK**
(sworn February 19, 2010)

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

Benjamin Zarnett LSUC#: 17247M
Robert J. Chadwick LSUC#: 35165K
Logan Willis LSUC#: 53894K
Tel: 416-979-2211
Fax: 416-979-1234

Lawyers for Ad Hoc Committee