

**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”.

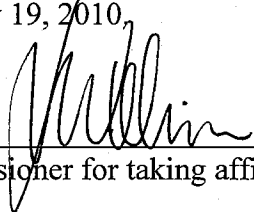
15. On January 4, 2010, following receipt of this email, I contacted Mr. Girvan by telephone to inform him that the Ad Hoc Committee would not accept the paragraph proposed in his email earlier that day, but that the Ad Hoc Committee would be willing to accept the terms of the December 18 Email, which 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

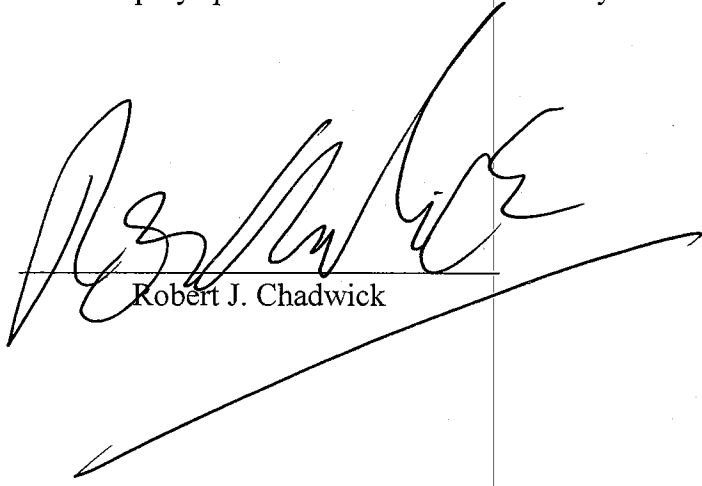
Goodmans, which did not contain the Standstill Provision. A copy of my email of January 4, 2009 is attached hereto as Exhibit "K".

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
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E:/Courriel : ggirvan@mccarthy.ca

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

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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.

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