

**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 SCHEDULE "A"

APPLICANTS

RESPONDING MOTION RECORD OF THE CMI ENTITIES
(CEP Motion for Leave to Appeal)
Volume 1 of 2

January 11, 2010

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AND TO: THE SERVICE LIST

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS' ARRANGEMENT ACT,
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CANWEST GLOBAL COMMUNICATIONS CORP.
AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A"

Applicants

CANWEST SERVICE LIST, DECEMBER 2, 2009

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**RESPONDING MOTION RECORD OF THE CMI ENTITIES
(CEP Motion for Leave to Appeal)**

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Tab 1

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**NOTICE OF MOTION
(Returnable October 27, 2009)**

Canwest Global Communications Corp. ("Canwest Global") and the other Applicants listed on Schedule "A" hereto (the "Applicants") and the Partnerships listed on Schedule "B" hereto (the "Partnerships" and, together with the Applicants, the "CMI Entities") will make a motion before a judge of the Ontario Superior Court of Justice on October 27, 2009 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order substantially in the form attached to the Motion Record, inter alia:
 - (a) abridging the time for service of this Notice of Motion and dispensing with service on any person other than those served;
 - (b) appointing David Cremasco, Rose Stricker and Lawrence Schnurr (the "Representatives") as representatives of the following persons, whether or not the applicable former employees were represented by a union when they were so employed:

- (i) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are in receipt of a pension from a registered or unregistered pension plan sponsored by a CMI Entity,
- (ii) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are entitled to receive a deferred vested pension from a registered or unregistered pension plan sponsored by a CMI Entity, and
- (iii) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who were, immediately before October 6, 2009, entitled to receive non-pension benefits from a CMI Entity,

but excluding the CEP Retirees (as defined below) (collectively, the "Retirees"), in this CCAA proceeding, including without limitation, for the purpose of settling or compromising claims by the Retirees in this CCAA proceeding. For these purposes, CEP Retirees are former employees of the CMI Entities (or their predecessors, as applicable) who were represented by the Communications, Energy and Paper-workers Union of Canada ("CEP") when they were so employed and who are not entitled to benefits under the CH Employees Plan (as defined below) or the surviving spouses of such former employees, if applicable; and

- (c) appointing Cavalluzzo Hayes Shilton McIntyre & Cornish LLP ("Cavalluzzo LLP") as counsel ("Representative Counsel") to represent the Retirees in this CCAA proceeding.

2. Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

3. On October 6, 2009, the CMI Entities filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), pursuant to the Initial Order of the Honourable Justice Pepall dated October 6, 2009 (the "Initial Order");
4. FTI Consulting Canada Inc. was appointed as monitor (the "Monitor") of the CMI Entities pursuant to the Initial Order;
5. The CMI Entities' cash flow projections contemplate the continued payment of obligations to active employees in the ordinary course going forward and the continued payment of current service and special payments with respect to their active pension plans based on currently filed valuation reports for those pension plans, and the continued payment of post-employment and post-retirement benefit payments to former employees who were represented by a union when they were employed by the CMI Entities (or their predecessors);
6. The CMI Entities' cash flow projections do not contemplate the continued payment of post-employment and post-retirement benefits payments to former employees who were not represented by a union when they were employed by the CMI Entities (or their predecessors);
7. There are approximately 80 former non-unionized employees who will cease receiving post-employment and post-retirement benefits payments in relation to claims incurred after November 13, 2009;
8. The CMI Entities terminated the Global Communications Limited Retirement Plan for CH Employees (the "CH Employees Plan") effective August 31, 2009;
9. The CMI Entities have been instructed by the Office of the Superintendent of Financial Institutions to prepare a valuation report for the CH Employees Plan effective as of December 31, 2008, in order to establish additional amounts to accrue from January 1, 2009 to the date of termination which may need to be funded through special payments;

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10. The CMI Entities anticipate that the December 31, 2008 valuation will be completed shortly and will identify an unfunded liability. Currently, any special payments in respect of that unfunded liability are not contemplated in the CMI Entities' cash flow projections;

11. Cavalluzzo LLP has been retained to act for certain Retirees who are in receipt of a pension or entitled to a deferred vested pension under the CH Employees Plan (the "CH Retirees");

12. Cavalluzzo LLP currently represents approximately 100 CH Retirees, approximately 60-70% of whom were represented by a union when they were employed by the CMI Entities;

13. With the exception of the CH Retirees, most of the Retirees are not represented by counsel in this CCAA proceeding. All Retirees who were not members of a union when they were employed by the CMI Entities (or their predecessors, as applicable), or, for surviving spouses, the applicable former employee was not a member of a union when he/she was employed by the CMI Entities (or their predecessors, as applicable), are creditors of the CMI Entities and therefore have a claim against the CMI Entities and will participate in the Claims Procedure;

14. The appointment of Cavalluzzo LLP as Representative Counsel will benefit the Retirees by, *inter alia*, providing expert pension and benefits advice in a cost effective and timely manner;

15. Cavalluzzo LLP is acceptable to the CMI Entities, the Monitor and the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc. (the "Ad Hoc Committee") as Representative Counsel;

16. It has been agreed that, for the purpose of this CCAA proceeding, former members of the CEP who were employed by the CMI Entities, other than former members of the CEP who are participants of the CH Employees Plan, will be carved out of the Representation Order;

17. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;

18. Rules 1.04, 1.05, 2.03, 3.02, 10.01, 12, and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

19. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Affidavit of John E. Maguire, sworn October 22, 2009 and the Exhibits thereto;
2. The Affidavit of David Cremasco, sworn October 22, 2009 and the Exhibits thereto;
3. The Affidavit of Rose Stricker, sworn October 22, 2009 and the Exhibits thereto;
4. The Affidavit of Lawrence Schnurr, sworn October 22, 2009 and the Exhibits thereto;
5. The Third Report of the Monitor (to be filed);
6. The Initial Order dated October 6, 2009;
7. The Claims Procedure Order dated October 14, 2009; and
8. Such further and other materials as counsel may advise and this Honourable Court may permit.

October 22, 2009

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- 6 -

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TO: THE SERVICE LIST

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
SCHEDULE "A"

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF MOTION

(Appointment of Representative Counsel Returnable October 27, 2009)

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Schedule "A"**Applicants**

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers Ltd.
10. Canwest International Communications Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Western Communications Inc.
13. Canwest Finance Inc./Financiere Canwest Inc.
14. National Post Holdings Ltd.
15. Canwest International Management Inc.
16. Canwest International Distribution Limited
17. Canwest MediaWorks Turkish Holdings (Netherlands)
18. CGS International Holdings (Netherlands)
19. CGS Debenture Holding (Netherlands)
20. CGS Shareholding (Netherlands)
21. CGS NZ Radio Shareholding (Netherlands)
22. 4501063 Canada Inc.
23. 4501071 Canada Inc.
24. 30109, LLC
25. CanWest MediaWorks (US) Holdings Corp.

Schedule "B"**Partnerships**

1. Canwest Television Limited Partnership
2. Fox Sports World Canada Partnership
3. The National Post Company/La Publication National Post

Tab 2

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

**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 GLOBAL
COMMUNICATIONS CORP., AND THE OTHER
APPLICANTS LISTED ON SCHEDULE "A"

APPLICANTS

**AFFIDAVIT OF JOHN E. MAGUIRE
(Sworn October 22, 2009)**

I, John E. Maguire, of the City of Winnipeg, in the Province of Manitoba, MAKE
OATH AND SAY:

1. I am the Chief Financial Officer of Canwest Global Communications Corp. ("Canwest Global") and its principal operating subsidiary Canwest Media Inc. ("CMI"). I am also a director of CMI and an officer of certain of the Applicants listed in Schedule "A" hereto (the "Applicants"). As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have specifically referred to such sources and verily believe them to be true.

2. I swear this affidavit in support of the motion brought by Canwest Global and the other Applicants listed on Schedule "A" hereto and the Partnerships listed on Schedule "B" hereto (the "Partnerships" and, together with the Applicants, the "CMI Entities", and each a "CMI Entity") seeking an Order (the "Representation Order"), substantially in the form attached to the Motion Record, appointing:

- (a) David Cremasco, Rose Stricker and Lawrence Schnurr (the "Representatives") as representatives of the following persons, whether or not the applicable former employees were represented by a union when they were so employed:

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- (i) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are in receipt of a pension from a registered or unregistered pension plan sponsored by a CMI Entity,
- (ii) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are entitled to receive a deferred vested pension from a registered or unregistered pension plan sponsored by a CMI Entity, and
- (iii) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who were, immediately before October 6, 2009, entitled to receive non-pension benefits from a CMI Entity,

but excluding the CEP Retirees (as defined below) (collectively, the “Retirees”), in this CCAA proceeding, including without limitation, for the purpose of settling or compromising claims by the Retirees in this CCAA proceeding. For these purposes, CEP Retirees are former employees of the CMI Entities (or their predecessors, as applicable) who were represented by the Communications, Energy and Paper-workers Union of Canada (“CEP”) when they were so employed and who are not entitled to benefits under the CH Employees Plan (as defined below) or the surviving spouses of such former employees, if applicable; and

- (b) Cavalluzzo Hayes Shilton McIntyre & Cornish LLP (“Cavalluzzo LLP”) as counsel (“Representative Counsel”) to represent the Retirees in this CCAA proceeding.

BACKGROUND

3. The CMI Entities were granted protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”), pursuant to an initial order (the “Initial Order”) of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated October 6, 2009 (the “Filing Date”). FTI Consulting

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Canada Inc. was appointed at that time to act as monitor (the "Monitor") in this CCAA proceeding.

4. The Initial Order, a copy of which is attached as Exhibit "A" to this Affidavit, granted a stay of proceedings until November 5, 2009, or such later date as this Honourable Court may order.

5. Later in the day on October 6, 2009, the Monitor obtained a Temporary Restraining Order from the United States Bankruptcy Court (Southern District of New York) under Chapter 15 of the *U.S. Bankruptcy Code* temporarily enjoining certain suppliers, including television production studios, distributors and other key suppliers, from taking certain action against the CMI Entities who are party to the Chapter 15 proceedings.

6. On October 14, 2009, the CMI Entities obtained an Order (the "Claims Procedure Order") from the Court establishing a claims procedure for the identification and quantification of certain claims against the CMI Entities and the directors and officers of the Applicants (the "Claims Procedure"). Pursuant to the Claims Procedure Order, among other things, the CMI Entities are required to send a CMI General Notice of Claim (as defined therein) to each of the known creditors of the CMI Entities setting out the quantum of the known creditor's claim, including employee and pension claims, against the CMI Entities and/or the directors and officers of the Applicants, as determined by the books and records of the CMI Entities, by no later than October 22, 2009. The Claims Procedure Order requires such known creditors to deliver a CMI Notice of Dispute of Claim (as defined therein) by no later than November 19, 2009 (the "Claims Bar Date") in the event that the known creditor disputes the quantification of its claim by the CMI Entities. In addition, the Claims Procedure Order required that a Notice to Creditors (as defined therein) be posted in several national newspapers in Canada and the United States for at least two business days by no later than October 20, 2009, in order to alert unknown creditors of the CMI Entities that the Claims Procedure had been established. The Claims Procedure Order requires all unknown creditors of the CMI Entities who believe they have a claim against the CMI Entities and/or the directors and officers of the Applicants to deliver a Proof of Claim by the Claims Bar Date. A copy of the Claims Procedure Order is attached as Exhibit "B" to this Affidavit.

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7. Further details regarding the background to these proceedings are set out in the affidavits sworn by me on October 5, 2009 (the "Initial Order Affidavit") and October 8, 2009 and, unless relevant to the present motion, are not repeated herein.

8. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the draft Representation Order (the "Representation Order"), a copy of which is included in the Motion Record.

Obligations of the CMI Entities to Active Employees and Retirees

9. As at the date of the Initial Order, the CMI Entities employed approximately 1,700 active employees. Based on information disclosed in the last filed valuation reports, the aggregate number of retirees and surviving spouses in receipt of a pension from a pension plan sponsored by the CMI Entities was at least 280. In addition, as at the date of the Initial Order, the CMI Entities had approximately 180 former employees who were receiving non-pension benefits from the CMI Entities, of which approximately 100 were represented by a union when they were employed by the CMI Entities, and approximately 80 who were not represented by a union when they were employed by the CMI Entities.

10. Since filing for CCAA protection, the CMI Entities have made every effort to honour their obligations to their active employees. This includes payment of salaries, commissions, bonuses and outstanding employee expenses. In addition, compensation programs for active employees have continued since the Filing Date. The CMI Entities' cash flow projections, based on the recapitalization term sheet negotiated with the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc. (the "Ad Hoc Committee"), contemplate the continued payment of obligations to active employees in the ordinary course going forward. These cash flow projections also contemplate the continued payment of current service and special payments with respect to the active defined benefit pension plans registered under the federal *Pensions Benefits Standards Act*, 1985, c. 32 (2nd Supp.) and the *Ontario Pension Benefits Act*, R.S.O. 1990 c. P.8. (collectively, the "DB Pension Plans") based on currently filed valuation reports for the DB Pension Plans, and the continued payment of post-employment and post-retirement benefit payments to former employees who were represented by a union when they were employed by the CMI Entities (or their predecessors).

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11. As of the Filing Date, approximately 80 former non-unionized employees were entitled to receive post-employment and post-retirement benefits, most notably health, dental and term life insurance benefits. The CMI Entities have recently advised these 81 former non-unionized employees that the CMI Entities will cease making all post-employment and post-retirement benefits payments in relation to claims incurred after November 13, 2009.

12. In addition, prior to the Filing Date, the CMI Entities were responsible for certain top-up pension obligations to approximately 15 former employees pursuant to the Canwest Global Communications Corp. and Related Companies Retirement Compensation Arrangement Plan (the "CGCC RCA").

13. Prior to its termination, the CGCC RCA was secured by an irrevocable letter of credit and was terminated by Canwest Global in May 2009. A partial distribution of assets was made to beneficiaries under the CGCC RCA in September 2009 and a second distribution will take place after refundable taxes are refunded by the Canada Revenue Agency. As a result, once the second distribution occurs, all but two of the beneficiaries of the CGCC RCA will have been provided with a payment representing the entire present value of their entitlement under that program.

Retirees under CH Employees Plan

14. As noted in the Initial Order Affidavit, in conjunction with the sale of *CHCH-TV* to Channel Zero Inc., the CMI Entities terminated the Global Communications Limited Retirement Plan for CH Employees (the "CH Employees Plan") effective August 31, 2009. The CH Employees Plan was a defined benefit pension plan registered under the federal *Pension Benefits Standards Act, 1985, c. 32 (2nd Supp.)* (the "PBSA"). As at August 31, 2009, there were approximately 120 former employees (or their surviving spouses, where applicable) who were in receipt of a pension or entitled to a deferred vested pension under the CH Employees Plan.

15. On August 10, 2009, the CMI Entities received a letter from the Office of the Superintendent of Financial Institutions ("OSFI") directing CMI to prepare a valuation report for the CH Employees Plan effective as of December 31, 2008 in order to establish additional amounts to accrue from January 1, 2009 which may need to be funded through special payments. CMI responded to OSFI by letter dated August 27, 2009, advising that it was not feasible to prepare and file a valuation report in 21 days as requested, and that the need to prepare such a

- 6 -

report would delay completion of the termination report for the CH Employees Plan. By letter dated September 15, 2009, OSFI acknowledged the length of time it would take to prepare a valuation report but still required that CMI "immediately" prepare a valuation report for the CH Employees Plan as of December 31, 2008. On October 13, 2009, OSFI sent another letter directing CMI to file the valuation report "without delay". The CMI Entities had, prior to the Filing Date, instructed the actuary for the CH Employees Plan to give top priority to the completion of the December 31, 2008 valuation in order to comply with the OSFI request. The CMI Entities anticipate that the December 31, 2008 valuation will be completed shortly and will identify an unfunded liability. Currently, any special payments in respect of that unfunded liability are not contemplated in the CMI Entities' cash flow projections.

16. In addition, the CMI Entities anticipate that when the termination report in respect of the CH Employees Plan is completed (which cannot occur until the December 31, 2008 report is completed), the assets of the CH Employees Plan as of the termination date will not be sufficient to cover the liabilities as of the termination date. The PBSA does not require an employer to fund such a shortfall. Accordingly, the CMI Entities anticipate that there may be an issue between the CMI Entities and the former employees of *CHCH-TV* as to what happens with respect to special payments, and whether there is a claim by the former employees of *CHCH-TV* for the shortfall that will exist in the CH Employees Plan upon filing of the termination report.

Cavalluzzo LLP

17. I have been advised by Amanda Darrach, associate lawyer at Cavalluzzo LLP, and believe that in July 2009, Cavalluzzo LLP was retained to act for certain Retirees who are participants of the CH Employees Plan (the "CH Retirees") following the announcement by the CMI Entities that the CH Employees Plan would be terminated effective August 31, 2009. It is my understanding that, as of the date on which this affidavit is sworn, Cavalluzzo LLP represents approximately 100 CH Retirees, approximately 60% to 70% of whom were represented by the CEP or its predecessors when they were employed by the CMI Entities. The other CH Retirees who have retained Cavalluzzo LLP were not represented by a union when they employed by the CMI Entities.

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Representation Order

18. At present, with the exception of the CH Retirees who have retained Cavalluzzo LLP, most of the Retirees are not represented by counsel in this CCAA proceeding. All Retirees who were not represented by a union when they were employed by the CMI Entities (or their predecessors, if applicable), or, for surviving spouses, the applicable former employee was not a member of a union when he/she was employed by the CMI Entities (or their predecessors, if applicable), are creditors of the CMI Entities and therefore have a claim against the CMI Entities and will participate in the Claims Procedure.

19. Generally speaking, it is the view of the CMI Entities that the Court should be accurately informed and made aware of all relevant facts in order to be able to take into consideration the position of the Retirees in respect of issues brought before the Court which are or may be relevant to the Retirees, in a cost-effective manner and within a reasonable time frame.

20. The appointment of Cavalluzzo LLP as Representative Counsel has the following benefits:

- (a) Representative Counsel will be able to inform the Retirees, both as a whole and with regard to each person's particular situation, of their rights and of the progression of the CMI Entities' restructuring efforts;
- (b) Representative Counsel will be able to provide the advice needed by the Retirees to protect their interests and participate in the CMI Entities' restructuring process;
- (c) Representative Counsel will be able to represent the interests of the Retirees for the purpose of all decisions which might affect their rights in the course of this CCAA proceeding and, if necessary, bring to the Court's attention any matters to be dealt with; and
- (d) Representative Counsel will be able to advise the Retirees on matters related to any plan of compromise or arrangement that will be put forward by the CMI Entities.

21. Moreover, in light of the Claims Procedure, whereby the CMI Entities are responsible for identifying and quantifying known creditor claims against the CMI Entities

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and/or the directors and officers of the Applicants based on the books and records of the CMI Entities, it is anticipated that Representative Counsel (with the assistance of experts as necessary) will be able to assist the Retirees in reviewing any CMI General Notices of Claim (as defined in the Claims Procedure Order) that are received by those Retirees and in determining whether to submit a CMI Notice of Dispute of Claim (as defined in the Claims Procedure Order) based on the quantification of the claims by the CMI Entities. In particular, because the claims of the Retirees for lost benefits will be valued based on actuarial assumptions and methodologies, it is likely that the Retirees will require the assistance of actuarial and/or benefit experts to confirm those calculations. Most individual Retirees likely do not have the means to obtain such expert advice in a cost effective and timely manner. It is equally likely that the CH Retirees will require the assistance of Representative Counsel and its pension expert in order to review the funding position of the CH Employees Plan and to advance the interests of those CH Retirees.

22. In addition, if the Retirees are not represented by Representative Counsel the following issues could arise:

- (a) multiplicity of representations for various Retirees;
- (b) impediment to the orderly course of the CMI Entities' restructuring process;
- (c) incapacity for many of the Retirees to be represented due to lack of financial means; and
- (d) potential stress and inconvenience for certain of the Retirees.

23. In recognition of the breadth of its current mandate and the persons it is prepared to represent, and the fact that it currently represents CH Retirees who were both unionized when they were employed by the CMI Entities and not represented by a union when they were employed by the CMI Entities, Cavalluzzo LLP is acceptable to the CMI Entities, the Monitor and the Ad Hoc Committee as Representative Counsel. It is the CMI Entities' belief that representation of the Retirees by a single firm does not create a conflict of interest, as the interests of the unionized and non-unionized Retirees are not divergent, and will assist in the efficient operation of this CCAA proceeding. It is my understanding that Cavalluzzo LLP has been previously involved in the Air Canada and Canadian Press restructurings and in various other matters relating to retiree benefits and pension plans.

24. It is my further understanding that the proposed Representatives are all Retirees who have declared that they are willing to act as Representatives in this CCAA proceeding. In particular, I have been advised by Ms. Darrach and believe that Mr. David Cremasco was employed by *CHCH-TV* (or its predecessor) for approximately 34 years, during which time he was also the president of the Canadian Association of Broadcast Employees (the union representing unionized employees at *CHCH-TV* prior to 2001). Between 2001 and his retirement in November 2002, Mr. Cremasco was a member of the CEP. Mr. Cremasco is currently in receipt of a pension under the CH Employees Plan. Ms. Rose Stricker was employed by *CHCH-TV* for approximately 20 years in a non-unionized capacity before leaving *CHCH-TV* in March 1993. Ms. Stricker is not currently in receipt of pension under the CH Employees Plan (*i.e.*, she is a deferred vested member). The third proposed Representative, Mr. Lawrence Schnurr, was employed by *CHCH-TV* (or its predecessor) for approximately 36 years, first in a unionized position and then in a non-unionized position, before his retirement in 1997. He is currently in receipt of a pension under the CH Employees Plan and is currently in receipt of certain post-retirement benefits. Mr. Schnurr has received notice that his post-retirement benefits will be terminated effective November 13, 2009.

Carve-Out for CEP Retirees (other than CEP Retirees who are Participants of CH Employees Plan)

25. I am advised by Mr. Tony Devir of Osler, Hoskin & Harcourt LLP, counsel for the CMI Entities, and believe, that on or about October 19, 2009, counsel for the CMI Entities received a letter from the law firm of CaleyWray advising that CaleyWray had been retained to act for the CEP in respect of this CCAA proceeding. CaleyWray advised that the CEP represents its current and former members who are employed or were formerly employed by the CMI Entities, including pensioners and their beneficiaries. Included amongst this group would be former members of the CEP who are participants in the CH Employees Plan.

26. Since CaleyWray and Cavalluzzo LLP both purported to represent, among others, former members of the CEP who are participants of the CH Employees Plan, it is my understanding from Mr. Devir that counsel for the CMI Entities had various discussions with Cavalluzzo LLP and with CaleyWray in order to determine how to proceed. It has been agreed with Cavalluzzo LLP that, for the purpose of this CCAA proceeding, former members of the CEP who were employed by the CMI Entities, other than former members of the CEP who are

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participants of the CH Employees Plan, will be carved out of the Representation Order. In other words, it is proposed in the Representation Order that the Representatives and Representative Counsel will not represent former unionized employees (or their surviving spouses, if applicable) who were represented by the CEP when they were active employees other than former employees who were entitled to benefits under the CH Employees Plan. The Representatives and the Representative Counsel will also represent all former employees (or their surviving spouses, if applicable) who were not members of a union when they were employed by the CMI Entities.

Other Relevant Provisions of the draft Representation Order

27. The CMI Entities recognize that the Retirees are an important stakeholder in this CCAA proceeding and deserve adequate and meaningful representation. It is proposed in the Representation Order that reasonable legal, actuarial and financial expert and advisory fees and other incidental fees and disbursements incurred by the Representatives and Representative Counsel be paid by the CMI Entities on a monthly basis. The terms of the fee arrangement have been agreed upon by the CMI Entities and Representative Counsel and are acceptable to the CMI Entities and the Monitor. The Representation Order is not intended to amend or modify the fee arrangement that has been agreed upon.

28. It is also proposed in the draft Representation Order that a copy of the Representation Order and a letter from Representative Counsel explaining the effect of the Representation Order will be delivered forthwith to the last known address of the Retirees and posted on the Monitor's website. Any individual Retiree who does not wish to be bound by the Representation Order, or any other related Orders which may subsequently be made in this CCAA proceeding concerning the Retirees or relating to the appointment of the Representatives and/or Representative Counsel, will be entitled to "opt-out" of such representation by delivering an "opt-out" form to the Monitor within 30 days of the date of the representation Order and thereafter will not be bound by said Order. Any such Retiree who chooses to "opt-out" will be entitled to represent themselves as an individual party to the extent they wish to appear in this CCAA proceeding.

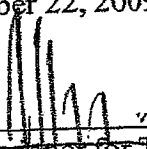
29. Finally, in terms of seeking instructions, the proposed Representation Order provides that the Representative Counsel will represent the interests of the Retirees in all aspects of this CCAA proceeding, without any obligation to consult with or seek instructions from the Retirees, other than from the Representatives, unless otherwise ordered by the Court.

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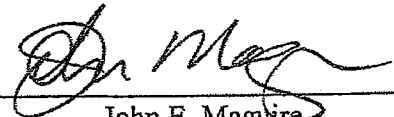
Conclusion

30. The CMI Entities recognize the efficiencies of having a single counsel representing the interests of all the Retirees, including the CH Retirees. Cavalluzzo LLP is experienced in this area and can more than adequately represent the entire group of Retirees. Moreover, the Monitor and the Ad Hoc Committee has indicated that it supports Cavalluzzo LLP acting as Representative Counsel.

SWORN BEFORE ME at the City of
Winnipeg, in the Province of Manitoba,
on October 22, 2009.



Commissioner for Taking Affidavits
RICHARD MARC LEIPSIC
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA



John E. Maguire

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Schedule "A"

Applicants

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
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21. CGS NZ Radio Shareholding (Netherlands)
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25. CanWest MediaWorks (US) Holdings Corp.

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Schedule "B"

Partnerships

1. Canwest Television Limited Partnership
2. Fox Sports World Canada Partnership
3. The National Post Company/La Publication National Post

Tab “A”



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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)

TUESDAY, THE 6TH DAY

MADAM JUSTICE PEPALL)

OF OCTOBER, 2009

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 SCHEDULE "A"

Applicants

INITIAL ORDER

THIS APPLICATION, made by Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" hereto (collectively, the "Applicants"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of John Maguire sworn October 5, 2009 and the Exhibits thereto (the "Maguire Affidavit") and the Report of the Proposed Monitor, FTI Consulting Canada Inc. ("FTI Consulting") (the "Monitor's Pre-Filing Report"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and the partnerships listed on Schedule "B" hereto (the "Partnerships" and collectively with the Applicants, the "CMI Entities"), the Special Committee of the Board of Directors of Canwest Global (the "Special Committee"), FTI Consulting, the *ad hoc* committee (the "Ad Hoc Committee") of holders of 8% senior subordinated notes issued by Canwest Media Inc.

("CMI"), CIT Business Credit Canada Inc. ("CIT") and the management directors of the Applicants (the "Management Directors"), and on reading the consent of FTI Consulting to act as the Monitor.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections provided to the Applicants by this Order.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that one or more of the Applicants, individually or collectively, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "CMI Plan") between, *inter alia*, one or more of the CMI Entities and one or more classes of their applicable secured and/or unsecured creditors as the Applicants deem appropriate.

POSSESSION OF CMI PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the CMI Entities shall remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "CMI Property"). Subject to further Order of this Court, the CMI Entities shall each continue to carry on business in a manner consistent with the preservation of their respective businesses (collectively, the "CMI Business") and the CMI Property. The CMI Entities shall each be authorized and empowered to continue to retain and employ the employees, advisors,

consultants, agents, experts, appraisers, valuers, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order, subject to the provisions on the payment of Assistants set forth in paragraph 7 hereof.

5. THIS COURT ORDERS that the CMI Entities shall be entitled to continue to utilize the CMI Entities' centralized cash management system currently in place, as described in the Maguire Affidavit, or replace it with another substantially similar centralized cash management system satisfactory to the CMI DIP Lender (as defined below) (the "CMI Cash Management System"). Any present or future bank providing the CMI Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken thereunder, or as to the use or application by the CMI Entities of funds transferred, paid, collected or otherwise dealt with in the CMI Cash Management System, shall be entitled to provide the CMI Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the CMI Entities, pursuant to the terms of the documentation applicable to the CMI Cash Management System, and shall be, in its capacity as provider of the CMI Cash Management System, an unaffected creditor under the CMI Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the CMI Cash Management System.

6. THIS COURT ORDERS that the CMI Entities and the LP Entities (as defined in the Maguire Affidavit) shall continue to provide and pay for the Shared Services, as defined in the Maguire Affidavit, to each other and their other affiliated and related entities, in accordance with current arrangements, payment terms and business practises, except as to payment terms which may be amended to provide for revised timing of reconciliations, with such amendments to be subject to the approval of the CMI CRA (as defined below) and the prior consent of the Monitor or further Order of the Court. Notwithstanding any other provision in this Order, neither the CMI Entities nor the LP Entities shall modify, cease providing or terminate the provision of or payment for the Shared Services except with the consent of the other party receiving such Shared Services, the approval of the CMI CRA and the prior consent of the Monitor or further Order of

this Court, except with respect to portions of the CMI Business which may be shut down or reorganized in the manner contemplated by the Term Sheet attached to the Support Agreement (as defined below) attached as part of Exhibit "O" to the Maguire Affidavit.

7. THIS COURT ORDERS that, subject to availability under the CMI DIP Facility and the CMI DIP Definitive Documents (both as hereinafter defined) and subject to the applicable cash flow forecast approved by the Consenting Noteholders (as defined below) in accordance with the Use of Collateral and Consent Agreement (as defined below) (the "Approved Cash Flow"), the CMI Entities shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order, to the extent that such expenses are incurred or payable by the CMI Entities:

- (a) all outstanding and future wages, salaries and employee benefits (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share compensation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits), current service, special and similar pension and/or retirement benefit payments, vacation pay, commissions, bonuses and other incentive payments, payments under collective bargaining agreements, and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) compensation to employees in respect of any payments made to employees prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings;
- (c) with the prior consent of the Monitor, all outstanding and future amounts owing to or in respect of individuals working as independent contractors or freelancers in connection with the CMI Business;

- (d) the reasonable fees and disbursements of any Assistants retained or employed by the CMI Entities in respect of these proceedings, at their standard rates and charges, including any payments made to Assistants prior to the date of this Order by way of the issuance of cheques or electronic transfers that are subsequently dishonoured due to the commencement of these proceedings;
- (e) any and all sums due and owing to Amex Bank of Canada ("American Express"), including, without limitation, amounts due and owing by the CMI Entities to American Express in respect of the Corporate Card Program and Central Billed Accounts Program as described in the Maguire Affidavit;
- (f) amounts owing for goods and services actually supplied to the CMI Entities, or to obtain the release of goods contracted for prior to the date of this Order:
 - (i) by distributors, broadcasting and/or production studios, suppliers or other entities, for television programming and other related products, with the prior consent of the Monitor, if, in the opinion of the CMI Entities, the supplier is critical to the business and ongoing operations of any of the CMI Entities;
 - (ii) by newsprint suppliers, newspaper distributors and other logistics suppliers, with the prior consent of the Monitor, if, in the opinion of the National Post Company, the supplier is critical to the business and ongoing operations of the National Post Company; and
 - (iii) by other suppliers, with the prior consent of the Monitor, if, in the opinion of the CMI Entities, the supplier is critical to the CMI Business and ongoing operations of any of the CMI Entities.

8. THIS COURT ORDERS that, subject to availability under the CMI DIP Facility and the CMI DIP Definitive Documents and subject to the Approved Cash Flow, and except as otherwise provided to the contrary herein, the CMI Entities shall be entitled but not required to pay all

reasonable expenses incurred by them in carrying on the CMI Business in the ordinary course from and after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the CMI Property or the CMI Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services;
- (b) payment, including the posting of letters of credit, for goods or services actually supplied or to be supplied to the CMI Entities following the date of this Order; and
- (c) payment of fees to the Canadian Radio-television and Telecommunications Commission, stock exchange listing fees and other regulatory or license fees necessary for the preservation of the CMI Property or the CMI Business,

For greater certainty, the CMI Entities shall not make any payments to or in satisfaction of any liabilities or obligations of the LP Entities, save and except for payments in respect of the Shared Services as contemplated herein.

9. THIS COURT ORDERS that the CMI Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the CMI Entities' employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the CMI Entities in connection with the sale of goods and services by the CMI Entities, but only where such Sales Taxes are accrued or

collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the CMI Business by the CMI Entities.

10. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with paragraph 12(c) of this Order, the CMI Entities shall pay all amounts constituting rent or payable as rent under their respective real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable CMI Entity and the relevant landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid. Upon delivery of a notice of disclaimer or resiliation, the relevant CMI Entity shall pay all Rent owing by the applicable CMI Entity to the applicable landlord in respect of such lease due for the notice period stipulated in Section 32 of the CCAA, to the extent that Rent for such period has not already been paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the CMI Entities are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any one of the CMI Entities to any of their creditors as of this date; (b) to grant no security interests, trusts, liens, charges or encumbrances upon or in respect of any of the CMI Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the CMI Business.

RESTRUCTURING

12. THIS COURT ORDERS that the CMI Entities shall, subject to such requirements as are imposed by the CCAA, subject to consulting with the CMI CRA, and subject to the terms of the Use of Collateral and Consent Agreement, the Support Agreement (as defined below), the CMI DIP Facility and the CMI DIP Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their respective businesses or operations, to dispose of redundant or non-material assets, and to sell assets or operations not exceeding \$1,000,000 in any one transaction or \$5,000,000 in the aggregate, subject to paragraph 12(e), if applicable; SUP
- (b) terminate the employment of such of their employees or lay off or temporarily or indefinitely lay off such of their employees as the relevant CMI Entity deems appropriate on such terms as may be agreed upon between the relevant CMI Entity and such employee, or failing such agreement, to deal with the consequences thereof in the CMI Plan; ✓ (e) ✓
- (c) in accordance with paragraphs 13 and 14, with the prior consent of the Monitor or further Order of the Court, vacate, abandon or quit the whole but not part of any leased premises and/or disclaim or resiliate any real property lease and any ancillary agreements relating to any leased premises, in accordance with Section 32 of the CCAA, on such terms as may be agreed upon between the relevant CMI Entity and such landlord, or failing such agreement, to deal with the consequences thereof in the CMI Plan;
- (d) disclaim or resiliate, in whole or in part, with the prior consent of the Monitor or further Order of the Court, such of their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the CMI Entities deem appropriate, in accordance with Section 32 of the CCAA, with such disclaimers or resiliations to be on such terms as may be agreed upon between the relevant CMI Entity and such counter-parties, or failing such agreement, to deal with the

consequences thereof in the CMI Plan, provided that the CMI Entities shall not be entitled to disclaim or resiliate, in whole or in part, the Use of Collateral and Consent Agreement or the Support Agreement; and

- (e) pursue all avenues of refinancing and offers for material parts of the CMI Business or the CMI Property, in whole or in part, subject to prior approval of this Court being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above),

all of the foregoing to permit the CMI Entities to proceed with an orderly restructuring of the CMI Business.

13. THIS COURT ORDERS that the CMI Entities shall provide each of the relevant landlords with notice of the relevant CMI Entity's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the CMI Entity's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant CMI Entity, or by further Order of this Court upon application by the relevant CMI Entity on at least two (2) days notice to such landlord and any such secured creditors. If a CMI Entity disclaims or resiliates the lease governing such leased premises in accordance with paragraph 12(c) of this Order, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the CMI Entity's claim to the fixtures in dispute.

14. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered by a CMI Entity, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the relevant landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant CMI Entity and the Monitor 24 hours' prior

written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the CMI Entity in respect of such lease or leased premises and such landlord shall be entitled to notify the CMI Entity of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE CMI ENTITIES OR THE CMI PROPERTY

15. THIS COURT ORDERS that until and including November 5, 2009, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the CMI Entities, the Monitor or the CMI CRA or affecting the CMI Business or the CMI Property, except with the written consent of the applicable CMI Entity, the Monitor and the CMI CRA (in respect of Proceedings affecting the CMI Entities, the CMI Property or the CMI Business), the CMI CRA (in respect of Proceedings affecting the CMI CRA), or with leave of this Court, and any and all Proceedings currently under way against or in respect of the CMI Entities or the CMI CRA or affecting the CMI Business or the CMI Property are hereby stayed and suspended pending further Order of this Court. In the case of the CMI CRA, no Proceeding shall be commenced against the CMI CRA or its directors and officers without prior leave of this Court on seven (7) days notice to Stonecrest Capital Inc.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the CMI Entities, the Monitor and/or the CMI CRA, or affecting the CMI Business or the CMI Property, are hereby stayed and suspended except with the written consent of the applicable CMI

Entity, the Monitor and the CMI CRA (in respect of rights and remedies affecting the CMI Entities, the CMI Property or the CMI Business), the CMI CRA (in respect of rights or remedies affecting the CMI CRA), or leave of this Court, provided that nothing in this Order shall (i) empower the CMI Entities to carry on any business which the CMI Entities are not lawfully entitled to carry on, (ii) exempt the CMI Entities from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the CMI Entities, except with the written consent of the relevant CMI Entity and upon consultation with the CMI CRA and the consent of the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

18. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with a CMI Entity or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all programming supply, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the CMI Business or a CMI Entity, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the CMI Entities, and that the CMI Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the CMI Entities in accordance with normal payment practices of the CMI Entities or such other practices as may be agreed upon by the supplier or service provider and the applicable

CMI Entity (upon consultation with the CMI CRA) and the consent of the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

19. THIS COURT ORDERS that, notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the CMI Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers (or their estates) of the Applicants with respect to any claim against such directors or officers that arose before the date hereof and that relates to any obligations of the CMI Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the CMI Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the CMI Entities or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

21. THIS COURT ORDERS that the Applicants shall jointly and severally indemnify their directors and officers from all claims, costs, charges and expenses relating to the failure of any of the CMI Entities, after the date hereof, to (i) make payments in respect of the CMI Entities of the nature referred to in subparagraphs 7(a), 9(a), 9(b) and 9(c) of this Order, and (ii) make payments of amounts in respect of the CMI Entities for which the directors and officers are statutorily liable, which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or

director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct. For greater certainty, the indemnity provided by this paragraph 21 shall not indemnify such directors or officers from any costs, claims, charges, expenses or liabilities properly attributable to the LP Entities.

22. THIS COURT ORDERS that the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "CMI Directors' Charge") on the CMI Property, which charge shall not exceed an aggregate amount of \$20,000,000, as security for the indemnity provided in paragraph 21 of this Order. The CMI Directors' Charge shall have the priority set out in paragraphs 55 and 57 herein.

23. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary (a) no insurer shall be entitled to be subrogated to or claim the benefit of the CMI Directors' Charge and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Director's Charge to the extent they do not have coverage under a directors and officers insurance policy.

24. THIS COURT ORDERS that, notwithstanding any other provision of this Order, the terms and conditions with respect to any release and discharge of the Charges (as defined herein) shall be satisfactory to the CMI Entities, the Management Directors (with respect to the CMI Directors' Charge), the Monitor and the Ad Hoc Committee.

APPOINTMENT OF MONITOR

25. THIS COURT ORDERS that FTI Consulting is hereby appointed pursuant to the CCAA as the Monitor of the CMI Entities, an officer of this Court, to monitor the CMI Property and the CMI Entities' conduct of the CMI Business with the powers and obligations set out in the CCAA and as set forth herein and that the CMI Entities and their shareholders, officers, directors and Assistants shall advise the Monitor of all material steps taken by the CMI Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

26. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the CMI Entities' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the CMI Entities, the CMI Property, the CMI Business, and such other matters as may be relevant to the proceedings herein; *and with respect to any payments made pursuant to paragraph 7(f)(iii) herein;* mf
- (c) assist the CMI Entities, to the extent required by the CMI Entities, in their dissemination to the CMI DIP Lender, the Ad Hoc Committee and their respective counsel of financial and other information, as agreed to between the CMI Entities and the CMI DIP Lender or the Ad Hoc Committee, as applicable, which may be used in these proceedings, including reporting on a weekly basis to the CMI DIP Lender and the Ad Hoc Committee;
- (d) advise the CMI Entities in their preparation of the CMI Entities' cash flow statements and reporting required by the CMI DIP Lender and the Ad Hoc Committee, which information shall be reviewed with the Monitor and delivered to the CMI DIP Lender, the Ad Hoc Committee and their respective counsel in compliance with the CMI DIP Definitive Documents, or as otherwise agreed to by the CMI DIP Lender or the Ad Hoc Committee, as applicable;
- (e) assist the CMI CRA in the performance of its duties as set out in the CMI CRA Agreement (as defined below);
- (f) advise the CMI Entities in their development and implementation of the CMI Plan and any amendments to the CMI Plan;
- (g) assist the CMI Entities, to the extent required by the CMI Entities, with the holding and administering of creditors' or shareholders' meetings for voting on the CMI Plan, as applicable;

- (h) have full and complete access to the CMI Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the CMI Entities, to the extent that is necessary to adequately assess the CMI Entities' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (j) monitor and, if necessary, report to the Court on any matters pertaining to the provision of the Shared Services in accordance with paragraph 6 of this Order; and
- (k) perform such other duties as are required by this Order or by this Court from time to time.

27. THIS COURT ORDERS that the Monitor shall not take possession of the CMI Property and shall take no part whatsoever in the management or supervision of the management of the CMI Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the CMI Business or the CMI Property, or any part thereof.

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the CMI Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing

herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the CMI Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. THIS COURT ORDERS that the Monitor shall provide any creditor of a CMI Entity with information provided by the CMI Entity in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by a CMI Entity is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the applicable CMI Entity may agree.

30. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to any of the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors, RBC Dominion Securities Inc. (the "Financial Advisor"), counsel to the Ad Hoc Committee and the financial advisor to the Ad Hoc Committee (together with counsel to the Ad Hoc Committee, the "Committee Advisors") shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or subsequent to the date of this Order, by any of the CMI Entities, to the extent that such fees and disbursements relate to services provided to the CMI Entities or, in the case of the Committee Advisors, to the Ad Hoc Committee, as part of the costs of these proceedings. FTI Consulting, the Financial Advisor, counsel to FTI Consulting, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee and counsel to the Management Directors shall keep

separate accounts for services provided in respect of the CMI Entities and any services provided in respect of entities other than the CMI Entities. The CMI Entities are hereby authorized and directed to pay the accounts of the Monitor, the Financial Advisor, counsel to the Monitor, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors and the Committee Advisors on a weekly basis to the extent that such accounts relate to services provided to the CMI Entities, or, in the case of the Committee Advisors, the Ad Hoc Committee. The CMI Entities shall not be liable for and shall not pay any expenses, fees, disbursements or retainers of the Monitor, counsel to the Monitor, counsel to the LP Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors or the Financial Advisor, to the extent that such expenses, fees, disbursements or retainers are not attributable to the CMI Entities.

32. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor, counsel to the CMI Entities, counsel and the financial advisor to the Special Committee, counsel to the Management Directors, the CMI CRA, the Financial Advisor and the Committee Advisors shall be entitled to the benefit of and are hereby granted a charge on the CMI Property (the "CMI Administration Charge"), which charge shall not exceed an aggregate amount of \$15,000,000 as security for their reasonable professional fees and disbursements incurred at their respective standard rates and charges in respect of such services, both before and after the making of this Order in respect of these proceedings. The CMI Administration Charge shall have the priority set out in paragraphs 55 and 57 hereof.

CHIEF RESTRUCTURING ADVISOR

34. THIS COURT ORDERS that Hap S. Stephen be and is hereby appointed as Chief Restructuring Advisor of the CMI Entities in accordance with the terms and conditions of the agreement entered into between Canwest Global and Stonecrest Capital Inc. ("Stonecrest",

collectively referred to herein with Hap S. Stephen as the "CMI CRA") dated June 30, 2009 (as amended, the "CMI CRA Agreement"), effective as of the date of this Order.

35. THIS COURT ORDERS that the CMI CRA Agreement is hereby approved and given full force and effect and the CMI CRA is hereby authorized to retain counsel as set out in the CMI CRA Agreement.

36. THIS COURT ORDERS that the CMI Entities are authorized and directed to continue the engagement of the CMI CRA on the terms and conditions set out in the CMI CRA Agreement.

37. THIS COURT ORDERS that the CMI CRA shall not be or be deemed to be a director, officer or employee of any of the CMI Entities.

38. THIS COURT ORDERS that the CMI CRA and its directors and officers shall incur no liability or obligation as a result of Hap S. Stephen's appointment pursuant to this Order, or the provision of services pursuant to the CMI CRA Agreement, save and except as may result from gross negligence or wilful misconduct on the part of the CMI CRA.

39. THIS COURT ORDERS that (i) the indemnification obligations of Canwest Global in favour of the CMI CRA and its officers and directors set out in the CMI CRA Agreement; and (ii) the payment obligations set out in the CMI CRA Agreement shall be entitled to the benefit of and form part of the CMI Administration Charge set out herein.

40. THIS COURT ORDERS that any claims of the CMI CRA under the CMI CRA Agreement shall be treated as unaffected in any plan of compromise or arrangement filed by the CMI Entities under the CCAA, any proposal filed by the CMI Entities under the *Bankruptcy and Insolvency Act of Canada* (the "BIA") or any other restructuring.

DIP FINANCING

41. THIS COURT ORDERS that the Credit Agreement dated as of May 22, 2009 and amended as of June 15, 2009, June 30, 2009, July 17, 2009, July 31, 2009, August 14, 2009,

August 31, 2009, September 11, 2009 and September 23, 2009 (as so amended, the "CIT Credit Agreement") between CMI, the Guarantors party thereto and CIT as agent and lender be and are hereby approved. For greater certainty, references herein to CIT shall include any permitted assignee pursuant to the CIT Credit Agreement.

42. THIS COURT ORDERS that the CMI Entities are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, pledges, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, and including the CIT Credit Agreement, the "CMI DIP Definitive Documents"), as are contemplated by the CIT Credit Agreement or as may be reasonably required by the CIT Credit Agreement, and all CMI DIP Definitive Documents executed and delivered prior to the date hereof be and are hereby approved. The CMI Entities are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations under and pursuant to the CMI DIP Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

43. THIS COURT ORDERS that the credit facility provided under the CIT Credit Agreement be and is hereby converted into a debtor-in-possession financing arrangement (the "CMI DIP Facility") in accordance with the terms of the CIT Credit Agreement, provided that the aggregate principal amount of all borrowings under the CMI DIP Facility shall not exceed \$100,000,000. The CMI DIP Facility shall be on the terms and subject to the conditions set forth in the CIT Credit Agreement as attached to the Maguire Affidavit as Exhibit "F", as the CIT Credit Agreement may be amended from time to time upon the written agreement of the parties thereto. CIT, in its capacity as lender under the CMI DIP Facility, shall be referred to herein as the CMI DIP Lender.

44. THIS COURT ORDERS that CMI is hereby authorized and empowered to obtain and borrow the amounts previously or hereinafter advanced pursuant to the CMI DIP Facility in order to finance the CMI Entities' working capital requirements and other general corporate purposes and capital expenditures as contemplated by the CMI DIP Definitive Documents,

provided that borrowings under the CMI DIP Facility shall not exceed \$100,000,000 unless approved by the CMI CRA and permitted by further Order of this Court.

45. THIS COURT ORDERS that the CMI Entities shall notify counsel to the Ad Hoc Committee and the Monitor of any requested advance under the CMI DIP Facility.

46. THIS COURT ORDERS that the CMI DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**CMI DIP Charge**") on the CMI Property, as security for any and all obligations of the CMI Entities under the CMI DIP Facility and the CMI DIP Definitive Documents (including on account of principal, interest, fees and expenses), which charge shall not exceed the aggregate amount owed to the CMI DIP Lender under the CMI DIP Definitive Documents advanced on or after the date of this Order. The CMI DIP Charge shall have the priority set out in paragraphs 55 and 57 hereof.

47. THIS COURT ORDERS that the deposit accounts containing cash collateral pledged to The Bank of Nova Scotia and referred to in Section 6.11 of the Collateral Agency Agreement (as defined below) as the "Cash Management Collateral Account" (the "**Excluded Accounts**") shall not form part of the CMI Property, shall be excluded from the CMI DIP Charge, the KERF Charge, the Directors' Charge and the Administration Charge, except as provided in paragraph 48 hereof, and shall remain subject to the existing liens in favour of The Bank of Nova Scotia in connection with the CMI Entities' obligations to The Bank of Nova Scotia in connection with overdrafts and related liabilities arising from cash consolidation, electronic funds transfer arrangements, treasury, depository and cash management services or in connection with any automated clearing house transfers of funds in an aggregate amount not to exceed \$2,500,000 (the "**BNS Cash Management Obligations**").

48. THIS COURT ORDERS AND DECLARES that notwithstanding any stay of proceedings imposed by this Order, The Bank of Nova Scotia shall be entitled to seize and dispose of any collateral on deposit in the Excluded Accounts and apply such proceeds to any and all outstanding BNS Cash Management Obligations, provided that, notwithstanding anything herein, upon payment and satisfaction of the BNS Cash Management Obligations in full and the

return of any remaining collateral in the Excluded Accounts to the CMI Entities, such collateral shall then form part of the CMI Property charged by the Directors' Charge, the Administration Charge, the KERP Charge and the DIP Lender's Charge.

49. THIS COURT ORDERS that the CMI DIP Charge is in addition to the existing security (the "Existing Security") in favour of CIBC Mellon Trust Company (the "Collateral Agent") pursuant to the Intercreditor and Collateral Agency Agreement dated as of October 13, 2005 among the CMI Entities and the Collateral Agent, as amended by the Credit Confirmation and Amendment to Intercreditor and Collateral Agency Agreement dated as of May 22, 2009, and as further amended by the Credit Confirmation and Amendment to Intercreditor and Collateral Agency Agreement dated as of October 1, 2009 (the "Collateral Agency Agreement"). All liabilities and obligations of the CMI Entities under the CIT Credit Agreement and the \$187,263,126 principal amount secured promissory note issued to Canwest MediaWorks Ireland Holdings ("Irish Holdco") by CMI (the "Secured Note") shall be secured by the Existing Security.

50. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the CMI DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the CMI DIP Charge or any of the CMI DIP Definitive Documents;
- (b) upon the occurrence of an event of default under the CMI DIP Definitive Documents (including, without limitation, the Existing Security solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement) or the CMI DIP Charge, the CMI DIP Lender may cease making advances to the CMI Entities, and upon three (3) days notice to the CMI Entities and the Monitor, may exercise any and all of its rights and remedies against the CMI Entities or the CMI Property under or pursuant to the CMI DIP Definitive Documents and the CMI DIP Charge, including without limitation, to set off and/or consolidate any amounts owing by the CMI DIP Lender to any of

the CMI Entities against the obligations of any of the CMI Entities to the CMI DIP Lender under the CMI DIP Definitive Documents or the CMI DIP Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against any of the CMI Entities and for the appointment of a trustee in bankruptcy of any of the CMI Entities, and upon the occurrence of an event of default under the terms of the CMI DIP Definitive Documents, the CMI DIP Lender shall be entitled to seize and retain proceeds from the sale of the CMI Property and the cash flow of the CMI Entities to repay amounts owing to the CMI DIP Lender in accordance with the CMI DIP Definitive Documents and the CMI DIP Charge, but subject to the priorities as set out in paragraphs 55 and 57 of this Order; and

- (c) the foregoing rights and remedies of the CMI DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of any CMI Entity or the CMI Property.

51. THIS COURT ORDERS AND DECLARES that, in respect of the CMI DIP Facility, the CMI DIP Definitive Documents, the CIT Credit Agreement and amounts borrowed under the CIT Credit Agreement, the CMI DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the CMI Entities, or any of them, under the CCAA, or any proposal filed by the CMI Entities, or any of them, under the BIA. Further, the stays of proceedings provided for herein shall not apply to the CMI DIP Lender or its rights under or in respect of the CIT Credit Agreement, the CMI DIP Facility or the CMI DIP Definitive Documents.

52. THIS COURT ORDERS that the CMI Entities are hereby authorized and empowered to take all steps and actions in respect of, and to comply with all of their obligations pursuant to, the Secured Note, the \$430,556,189 unsecured promissory note dated October 1, 2009 granted by CMI to Irish Holdco in respect of the amounts advanced by Irish Holdco to CMI (the "Unsecured Note"), the Use of Cash Collateral and Consent Agreement between certain of the

CMI Entities and certain members of the Ad Hoc Committee (the "Consenting Noteholders") dated September 23, 2009 (the "Use of Collateral and Consent Agreement"), the CCAA Support Agreement between certain of the CMI Entities and the Consenting Noteholders dated October 5, 2009 (the "Support Agreement") and such other agreements, security documents, guarantees and other definitive documents as may be executed in connection with any such matters.

53. THIS COURT ORDERS that notwithstanding anything to the contrary herein, the CMI Entities shall be required to comply with their obligations under the Use of Collateral and Consent Agreement and the Support Agreement. Prior to exercising any and all rights and remedies they may have against the CMI Entities under or in respect of the Use of Cash Collateral Agreement and the Support Agreement, in accordance with the terms of such agreements, the Consenting Noteholders shall be required to obtain a further order of the Court, other than in respect of contractual termination rights under the Support Agreement.

54. THIS COURT ORDERS that, upon reasonable notice to the CMI Entities, the advisors to the Ad Hoc Committee, CIT and CIT's advisors shall, subject to books and records that are privileged, have clear and unfettered access to the books and records of the CMI Entities and such other information that the Ad Hoc Committee and/or CIT reasonably requests.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

55. THIS COURT ORDERS that the priorities of the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge (as defined below) and the CMI DIP Charge, as among them and the Existing Security, solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement, shall be as follows:

First – CMI Administration Charge;

Second – The Existing Security, solely to the extent that such Existing Security secures existing and future obligations under the CIT Credit Agreement;

Third – CMI DIP Charge; and

Fourth — CMI Directors' Charge and CMI KERP Charge, save and except that these Charges shall be postponed in right of payment to the extent of the first \$85,000,000 payable under the Secured Note.

56. THIS COURT ORDERS that the filing, registration or perfection of the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge and the CMI DIP Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

57. THIS COURT ORDERS that, the CMI Directors' Charge, the CMI Administration Charge, the CMI DIP Charge and the CMI KERP Charge shall constitute a charge on the CMI Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, notwithstanding the order of perfection or attachment, except for any validly perfected purchase money security interest in favour of a secured creditor or any statutory Encumbrance existing on the date of this Order in favour of any Person which is a secured creditor, ^{if any,} in respect of ^{any of} source deductions from wages, employer health tax, workers compensation, GST/QST, PST payables, vacation pay and banked overtime for employees, amounts under the Wage Earners' Protection Program that are subject to a super priority claim under the BIA. ^{as defined in the CCAA}

58. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the CMI Entities shall not grant any Encumbrances over any CMI Property that rank in priority to, or *pari passu* with, any of the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge or the CMI DIP Charge, unless the CMI Entities also obtain the prior consent of the Monitor, the CMI DIP Lender and the beneficiaries of the CMI Directors' Charge, the CMI KERP Charge and the CMI Administration Charge, or upon further Order of this Court.

59. THIS COURT ORDERS that the CMI Directors' Charge, the CMI Administration Charge, the CMI KERP Charge, the CMI DIP Definitive Documents and the CMI DIP Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees"), the rights and remedies of the CMI DIP Lender under the CMI DIP Definitive Documents, the rights and remedies of Irish Holdco under the Secured Note and the rights and remedies of the Consenting Noteholders under the Use of Collateral and Consent Agreement and the Support Agreement shall not otherwise be limited or impaired in any way, subject to the provisions of paragraph 53 herein, by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the CMI Entities, or any of them, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the CIT Credit Agreement, the CMI DIP Definitive Documents, the Use of Collateral and Consent Agreement, the Support Agreement, the Secured Note or the Unsecured Note, shall create or be deemed to constitute a breach by any of the CMI Entities of any Agreement to which they are a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the CMI Entities entering into the CIT Credit Agreement or any other CMI DIP Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the CMI DIP Definitive Documents; and

- (c) the CIT Credit Agreement, the CMI DIP Definitive Documents, the Use of Collateral and Consent Agreement, the Support Agreement, the Secured Note and the Unsecured Note, the payments made by the CMI Entities pursuant to the foregoing or pursuant to the terms of this Order, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

60. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the relevant CMI Entity's interest in such real property leases.

APPROVAL OF FINANCIAL ADVISOR AGREEMENT

61. THIS COURT ORDERS that the letter agreement dated December 10, 2008 between Canwest Global and the Financial Advisor, as amended by a letter agreement dated January 20, 2009 and a further letter agreement dated October 5, 2009, in the form attached as Exhibit "U" to the Maguire Affidavit (the "Financial Advisor Agreement"), is hereby approved and the CMI Entities are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the Financial Advisor Agreement.

KEY EMPLOYEE RETENTION PLANS

62. THIS COURT ORDERS that the key employee retention plans (the "CMI KERPs"), in the forms attached to the Confidential Supplement to the Monitor's Pre-Filing Report (the "Confidential Supplement"), are hereby approved and the CMI Entities are authorized and directed to make the payments contemplated thereunder in accordance with the terms and conditions of the CMI KERPs.

63. THIS COURT ORDERS that the Confidential Supplement be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title *and the letter agreement dated December 10, 2008 referred to in paragraph 61 herein* ✓

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of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court.

64. THIS COURT ORDERS that the key employees referred to in the CMI KERPs shall be entitled to the benefit of and are hereby granted a charge (the "CMI KERP Charge") on the CMI Property, which charge shall not exceed an aggregate amount of \$5,900,000, to secure amounts owing to such key employees under the CMI KERPs.

POSTPONEMENT OF ANNUAL GENERAL MEETING

65. THIS COURT ORDERS that Canwest Global be and is hereby relieved on any obligation to call and hold an annual meeting of its shareholders until further Order of the Court.

FOREIGN PROCEEDINGS

66. THIS COURT ORDERS that the Monitor is hereby authorized, as the foreign representative of the CMI Entities, to apply for recognition of these proceedings as "Foreign Main Proceedings" in the United States pursuant to Chapter 15 of the *U.S. Bankruptcy Code*.

67. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Australia, Ireland or in any other foreign jurisdiction, to give effect to this Order and to assist the CMI Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the CMI Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the CMI Entities and the Monitor and their respective agents in carrying out the terms of this Order.

68. THIS COURT ORDERS that each of the CMI Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and any other Order issued in these proceedings.

SERVICE AND NOTICE

69. THIS COURT ORDERS that the CMI Entities or the Monitor shall (i) without delay, publish a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA; (B) send, in the prescribed manner, a notice to every known creditor who has a claim against any of the CMI Entities of more than \$5,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a)(ii)(C) of the CCAA and the regulations made thereunder, provided that, for the purposes of this list, (i) with respect to the 8% senior subordinated notes issued by CMI, only the name and address of the indenture trustee of such notes and the aggregate amount owing in respect of such notes shall be listed and made publicly available and (ii) the Monitor shall not make the names and addresses of individuals who are creditors publicly available.

70. THIS COURT ORDERS that the CMI Entities and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, and any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the CMI Entities' creditors or other interested parties at their respective addresses as last shown on the records of the CMI Entities, and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

71. THIS COURT ORDERS that the CMI Entities, the Monitor, the CMI DIP Lender, the Ad Hoc Committee and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on its website at <http://cfcanada.ficonsulting.com/cmi>.

GENERAL

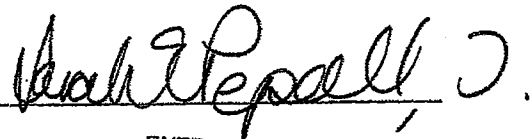
72. THIS COURT ORDERS that the CMI Entities or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

73. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the CMI Entities, the CMI Business or the CMI Property.

74. THIS COURT ORDERS that any interested party (including the CMI Entities, the CMI DIP Lender, the Ad Hoc Committee and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order, provided however that the CMI DIP Lender shall be entitled to rely on this Order as issued for all advances made under the CIT Credit Agreement and the CMI DIP Definitive Documents up to and including the date this Order may be varied or amended.

75. THIS COURT Orders that, notwithstanding the immediately preceding paragraph, no order shall be made varying, rescinding or otherwise affecting the provisions of this Order with respect to the CIT Credit Agreement or the CMI DIP Definitive Documents, unless notice of a motion for such order is served on the Monitor and the CMI Entities, the Ad Hoc Committee and the CMI DIP Lender, returnable no later than November 5, 2009.

76. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



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

OCT 06 2009

PER / PAR: 

Joanne Nicora
Registrar, Superior Court of Justice

SCHEDULE "A"**Applicants**

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers Ltd.
10. Canwest International Communications Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Western Communications Inc.
13. Canwest Finance Inc./Financiere Canwest Inc.
14. National Post Holdings Ltd.
15. Canwest International Management Inc.
16. Canwest International Distribution Limited
17. Canwest Media Works Turkish Holdings (Netherlands) B.V.
18. CGS International Holdings (Netherlands) B.V.

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19. CGS Debenture Holding (Netherlands) B.V.
 20. CGS Shareholding (Netherlands) B.V.
 21. CGS NZ Radio Shareholding (Netherlands) B.V.
 22. 4501063 Canada Inc.
 23. 4501071 Canada Inc.
 24. 30109, LLC
 25. CanWest Media Works (US) Holdings Corp.
-

SCHEDULE "B"**Partnerships**

1. Carwest Television Limited Partnership
2. Fox Sports World Canada Partnership
3. The National Post Company/La Publication National Post

Court File No:

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 SCHEDULE "A"

APPLICANTS

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

INITIAL ORDER

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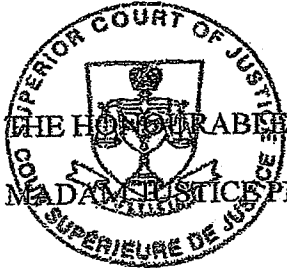
Lawyers for the Applicants

F: 1114233

Tab “B”

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**



) WEDNESDAY, THE 14th DAY

) OF OCTOBER, 2009

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 SCHEDULE "A".

.....
APPLICANTS

CLAIMS PROCEDURE ORDER

THIS MOTION made by Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" (the "Applicants") and the partnerships listed on Schedule "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities", and each a "CMI Entity"), for an order establishing a claims procedure for the identification and quantification of certain claims against (i) the CMI Entities and (ii) the directors and officers of the Applicants was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of John Maguire sworn October 8, 2009, the First Report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the CMI Entities (the "Monitor") and on hearing from counsel for the CMI Entities, the Monitor, the Special Committee of the Board of Directors of Canwest Global, the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc. ("CMI"), CIT Business Credit Canada Inc., and the Management Directors of the Applicants and such other counsel as were present, no one else appearing although duly served as appears from the

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affidavit of service, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged and that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that, for the purposes of this Order establishing a claims process for the CMI Entities and their directors and officers (the "CMI Claims Procedure Order"), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
 - (a) "Assessments" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
 - (b) "Business Day" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
 - (c) "Calendar Day" means a day, including Saturday, Sunday and any statutory holidays in the Province of Ontario, Canada;
 - (d) "Canwest Intercompany Claim" means any claim of a wholly or partially owned subsidiary of Canwest Global which is not a CMI Entity against any of the CMI Entities;
 - (e) "CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

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- (f) "CCAA Proceedings" means the proceedings commenced by the CMI Entities in the Court at Toronto under Court File No. CV-09-8396-00CL;
- (g) "Claim" means:
- (i) any right or claim of any Person against one or more of the CMI Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of one or more of the CMI Entities in existence on the Filing Date, including on account of Wages and Benefits, and any accrued interest thereon and costs payable in respect thereof and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts which existed prior to the Filing Date, and includes any other claims that would have been claims provable in bankruptcy had the applicable CMI Entity become bankrupt on the Filing Date (each, a "Prefiling Claim", and collectively, the "Prefiling Claims");
 - (ii) any right or claim of any Person against one or more of the CMI Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by one or more of the CMI Entities to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach on or after the Filing Date of any contract, lease or other agreement whether written or oral and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this CMI Claims Procedure Order (each, a "Restructuring

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Period Claim”, and collectively, the “Restructuring Period Claims”); and

- (iii) any right or claim of any Person against one or more of the Directors or Officers of one or more of the Applicants or any of them, that relates to a Prefiling Claim or a Restructuring Period Claim howsoever arising for which the Directors or Officers of an Applicant are by statute or otherwise by law liable to pay in their capacity as Directors or Officers or in any other capacity (each a “Director/Officer Claim”, and collectively, the “Directors/Officers Claims”);

provided however, that in any case “Claim” shall not include an Excluded Claim or a Canwest Intercompany Claim;

- (h) “Claims Officer” means the individuals designated by the Court pursuant to paragraph 11 of this CMI Claims Procedure Order and such other Persons as may be designated by the CMI Entities and consented to by the Monitor;
- (i) “CMI Claims Bar Date” means 5:00 p.m. on November 19, 2009;
- (j) “CMI Claims Package” means the materials to be provided by the CMI Entities to Persons who may have a Claim which materials shall include:
 - (i) in the case of a CMI Known Creditor (other than a CMI Employee), a CMI General Notice of Claim, a blank CMI Notice of Dispute of Claim, a CMI Instruction Letter, and such other materials as the CMI Entities may consider appropriate or desirable;
 - (ii) in the case of a CMI Employee, a CMI Employee Notice of Claim, a blank CMI Notice of Dispute of Claim, a CMI Employee Instruction Letter, and such other materials as the CMI Entities may consider appropriate or desirable; or
 - (iii) in the case of a CMI Unknown Creditor, a blank CMI Proof of Claim and a CMI Proof of Claim Instruction Letter, and such other materials as the CMI Entities may consider appropriate or desirable;

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- (k) "CMI Claims Schedule" means a list of all known Creditors prepared and updated from time to time by the CMI Entities, with the assistance of the Monitor, showing the name, last known address, last known facsimile number, and last known email address of each CMI Known Creditor (except that where a CMI Known Creditor is represented by counsel known by the CMI Entities, the address, facsimile number, and email address of such counsel may be substituted) and, to the extent possible, the amount of each CMI Known Creditor's Claim as valued by the CMI Entities for voting and/or distribution purposes;
- (l) "CMI CRA" means Hap. S. Stephen and Stonecrest Capital Inc. in their capacity as the court-appointed Chief Restructuring Advisor of the CMI Entities;
- (m) "CMI Employee Instruction Letter" means the instruction letter to CMI Employees, substantially in the form attached as Schedule "F" hereto, regarding the CMI Employee Notice of Claim, completion of a CMI Notice of Dispute of Claim by a CMI Employee and the claims procedure described herein;
- (n) "CMI Employee Notice of Claim" means the notice referred to in paragraph 18 hereof, substantially in the form attached hereto as Schedule "E", advising each CMI Employee of their Claim, if any, in respect of Wages and Benefits as valued by the CMI Entities for voting and distribution purposes based on the books and records of the CMI Entities;
- (o) "CMI Employees" means all current employees of the CMI Entities as at the Filing Date, and "CMI Employee" means any one of them;
- (p) "CMI General Notice of Claim" means the notice referred to in paragraph 17 hereof, substantially in the form attached hereto as Schedule "C", advising each CMI Known Creditor (other than CMI Employees) of its Claim as valued by the CMI Entities (in consultation with the CMI CRA, if applicable) for voting and distribution purposes based on the books and records of the CMI Entities;
- (q) "CMI Instruction Letter" means the instruction letter to CMI Known Creditors (other than CMI Employees), substantially in the form attached as Schedule "D"

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hereto, regarding the CMI General Notice of Claim, completion of a CMI Notice of Dispute of Claim by a CMI Known Creditor and the claims procedure described herein;

- (r) "CMI Known Creditor" means a Creditor, other than a CMI Noteholder in its capacity as a CMI Noteholder or CMI Unknown Creditor, including CMI Employees, former employees of the CMI Entities, and any CMI Entity in its capacity as a Creditor of one or more CMI Entities, whose Claim is included on the CMI Claims Schedule;
- (s) "CMI Note" means a bond or note issued pursuant to the CMI Noteholder Trust Indenture and any bonds or notes issued in substitution or replacement thereof;
- (t) "CMI Noteholder" means a registered or beneficial holder of a CMI Note;
- (u) "CMI Noteholder Trustee" means The Bank of New York as Trustee under the CMI Noteholder Trust Indenture;
- (v) "CMI Noteholder Trust Indenture" means the trust indenture dated November 18, 2004 between CMI (through its predecessor 3815668 Canada Inc.), certain guarantors party thereto and the CMI Noteholder Trustee, as amended by certain supplemental indentures thereto;
- (w) "CMI Notice of Dispute of Claim" means the notice referred to in paragraph 20 hereof, substantially in the form attached as Schedule "G" hereto, which may be delivered to the Monitor by a CMI Known Creditor disputing a CMI General Notice of Claim or a CMI Employee Notice of Claim, as applicable, with reasons for its dispute;
- (x) "CMI Notice of Dispute of Revision or Disallowance" means the notice referred to in paragraphs 33 and 38 hereof, substantially in the form attached as Schedule "I" hereto, which may be delivered to the Monitor by a CMI Unknown Creditor disputing a CMI Notice of Revision or Disallowance, with reasons for its dispute;
- (y) "CMI Notice of Revision or Disallowance" means the notice referred to in

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paragraphs 32 and 37 hereof, substantially in the form of Schedule "H" advising a CMI Unknown Creditor that the CMI Entities have revised or rejected all or part of such CMI Unknown Creditor's Claim set out in its CMI Proof of Claim;

- (z) "CMI Notice to Creditors" means the notice for publication by the CMI Entities or the Monitor as described in paragraph 29 hereof, substantially in the form attached hereto as Schedule "J";
- (aa) "CMI Proof of Claim" means the Proof of Claim referred to in paragraph 30 hereof to be filed by CMI Unknown Creditors, substantially in the form attached hereto as Schedule "K";
- (bb) "CMI Proof of Claim Instruction Letter" means the instruction letter to CMI Unknown Creditors, substantially in the form attached as Schedule "L" hereto, regarding the completion of a CMI Proof of Claim by a CMI Unknown Creditor and the claims procedure described herein;
- (cc) "CMI Unknown Creditors" means Creditors which are not CMI Known Creditors or CMI Noteholders;
- (dd) "Court" means the Superior Court of Justice (Commercial List) in the City of Toronto in the Province of Ontario;
- (ee) "Creditor" means any Person having a Claim and includes without limitation the transferee or assignee of a Claim transferred and recognized as a Creditor in accordance with paragraph 45 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (ff) "Director/Officer Claim" has the meaning ascribed to that term in paragraph 2(f)(iii) of this CMI Claims Procedure Order;
- (gg) "Directors" means all current and former directors (or their estates) of the Applicants and "Director" means any one of them;
- (hh) "Distribution Claim" means the amount of the Claim of a Creditor as finally

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determined for distribution purposes, in accordance with the provisions of this CMI Claims Procedure Order and the CCAA;

- (ii) "Excluded Claim" means (i) claims secured by any of the "Charges", as defined in the Initial Order, (ii) any claim against a Director that cannot be compromised due to the provisions of subsection 5.1(2) of the CCAA, (iii) that portion of a Claim arising from a cause of action for which the applicable CMI Entities are fully insured, (iv) any claim of The Bank of Nova Scotia arising from the provision of cash management services to the CMI Entities, and (v) any claim of CIT Business Credit Canada Inc. under the CIT Credit Agreement as defined in the Initial Order;
- (jj) "Filing Date" means October 6, 2009;
- (kk) "Initial Order" means the Initial Order of the Honourable Madam Justice Pepall made October 6, 2009, as amended, restated or varied from time to time;
- (ll) "Meeting" means a meeting of Creditors called for the purpose of considering and voting in respect of a Plan;
- (mm) "Officers" means all current and former officers (or their estates) of the Applicants, and "Officer" means any one of them;
- (nn) "Person" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (oo) "Plan" means any proposed plan(s) of compromise or arrangement to be filed by any or all of the CMI Entities (in consultation with the CMI CRA) pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (pp) "Prefiling Claim" has the meaning ascribed to that term in paragraph 2(f)(i) of this CMI Claims Procedure Order;

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- (qq) "Restructuring Period Claim" has the meaning ascribed to that term in paragraph 2(f)(ii) of this CMI Claims Procedure Order;
- (rr) "Wages and Benefits" means all outstanding wages, salaries and employee benefits (including, but not limited to, employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share compensation plans and employee assistance programs and employee or employer contributions in respect of pension and other benefits) vacation pay, commissions, bonuses and other incentive payments, payments under collective bargaining agreements, and employee and director expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (ss) "Voting Claim" means the amount of the Claim of a Creditor as finally determined for voting at the Meeting, in accordance with the provisions of this CMI Claims Procedure Order, and the CCAA.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".
5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that the CMI Entities and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this CMI Claims Procedure Order as to completion and execution of such

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forms and to request any further documentation from a Creditor that the CMI Entities or the Monitor may require in order to enable them to determine the validity of a Claim.

7. **THIS COURT ORDERS** that any Claims denominated in a foreign currency shall be converted to Canadian dollars for purposes of any Plan on the basis of the average Bank of Canada United States/Canadian dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.
8. **THIS COURT ORDERS** that interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claim. Amounts claimed in Assessments issued after the Filing Date shall be subject to this CMI Claims Procedure Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.
9. ~~**THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, and~~ determinations of Claims by a Claims Officer or the Court, as the case may be, shall be maintained by the CMI Entities and, subject to further order of the Court, such Creditor will be entitled to have access thereto by appointment during normal business hours on written request to the CMI Entities or the Monitor.
10. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in this CMI Claims Procedure Order, in respect of any Claim that exceeds \$15 million, the CMI Entities shall consult with the CMI CRA prior to: accepting, admitting, settling, resolving, valuing (for purposes of a CMI General Notice of Claim, a CMI Employee Notice of Claim, a notice of disclaimer or resiliation or otherwise), revising or rejecting such Claim; referring the determination of such Claim to a Claims Officer or the Court; appealing any determination of such Claim by the Claims Officer; or adjourning any Meeting on account of a dispute with respect to such Claim.

CLAIMS OFFICER

11. **THIS COURT ORDERS** that the Honourable Ed Saunders, the Honourable Jack Ground, the Honourable Coulter Osborne, and such other Persons as may be appointed by the Court from time to time on application of the CMI Entities (in consultation with

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the CMI CRA), or such other Persons designated by the CMI Entities (in consultation with the CMI CRA) and consented to by the Monitor, be and they are hereby appointed as Claims Officers for the claims procedure described herein.

12. **THIS COURT ORDERS** that, subject to the discretion of the Court, a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this CMI Claims Procedure Order and to the extent necessary may determine whether any Claim or part thereof constitutes an Excluded Claim. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.
13. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, a CMI Entity may with the consent of the Monitor: (i) refer a CMI Known Creditor's Claim for resolution to a Claims Officer or to the Court for voting and/or distribution purposes; and (ii) refer a CMI Unknown Creditor's Claim for resolution to a Claims Officer or to the Court for voting and/or distribution purposes, where in the CMI Entity's view such a referral is preferable or necessary for the resolution of the valuation of the Claim.

MONITOR'S ROLE

14. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the CMI Entities in connection with the administration of the claims procedure provided for herein, including the determination of Claims of Creditors and the referral of a particular Claim to a Claims Officer, as requested by the CMI Entities from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this CMI Claims Procedure Order. The Monitor shall file a report with the Court by October 31, 2009 detailing the nature and quantum of the Canwest Intercompany Claims.

CLAIMS PROCEDURE FOR CMI NOTEHOLDERS

15. **THIS COURT ORDERS** that the CMI Entities shall not be required to send to a CMI Noteholder a CMI General Notice of Claim and neither the CMI Noteholders nor the CMI Noteholder Trustee shall be required to file a CMI Proof of Claim in respect of Claims pertaining to the CMI Notes. Within 15 Calendar Days of the Filing Date, the CMI Entities shall send to the CMI Noteholder Trustee (as representative of the CMI Noteholders' Voting Claim), with a copy to the advisors of the Ad Hoc Committee (as defined in the Initial Order), a notice stating the accrued amounts owing directly by each of the CMI Entities under the CMI Noteholder Trust Indenture and the guarantees executed by the CMI Entities in respect of the CMI Notes (including, in each case, principal and accrued interest thereon) up to the Filing Date. The CMI Noteholder Trustee shall confirm whether such amounts are accurate to the Monitor within 15 Calendar Days of receipt of the CMI Entities' notice. If such amounts are confirmed by the CMI Noteholder Trustee, or in the absence of any response by the CMI Noteholder Trustee within 15 Calendar Days of receipt of the CMI Entities' notice, such amounts shall be deemed to be the accrued amounts owing directly by each of the CMI Entities under the CMI Noteholder Trust Indenture and the guarantees executed by the CMI Entities in respect of the CMI Notes for the purposes of voting and for the purposes of distributions under the Plan, unless the amounts of such Claims are otherwise agreed to in writing by the applicable CMI Entities, the Ad Hoc Committee, and the CMI Noteholder Trustee, in which case such agreement shall govern. If the CMI Noteholder Trustee indicates that it cannot confirm the accrued amounts owing directly by each of the CMI Entities under the CMI Noteholder Trust Indenture and the guarantees executed by the CMI Entities in respect of the CMI Notes, such amounts shall be determined by the Court for the purposes of voting and distributions under the Plan, unless the amount of such Claims are otherwise agreed to in writing by the applicable CMI Entities, the Ad Hoc Committee and the CMI Noteholder Trustee, in which case such agreement shall govern.

CLAIMS PROCEDURE FOR CMI KNOWN CREDITORS**(i) Disclaimers and Resiliations**

16. **THIS COURT ORDERS** that any action taken by the CMI Entities to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Initial Order, must occur on or before 23 Calendar Days prior to the date of the Meeting. Any notices of disclaimer or resiliation delivered to Creditors in connection with the foregoing shall be accompanied by a CMI Claims Package. The CMI Entities (in consultation with the CMI CRA, if applicable), the Monitor and such Creditor shall resolve such Restructuring Period Claims by two (2) Calendar Days prior to the date of the Meeting for voting purposes.

(ii) Notice of Claims

17. **THIS COURT ORDERS** that the CMI Entities shall send a CMI Claims Package to each of the CMI Known Creditors (other than CMI Employees who are dealt with in paragraph 18 below) by prepaid ordinary mail to the address as shown on the CMI Claims Schedule before 11:59 p.m. on October 22, 2009. The CMI Entities shall specify in the CMI General Notice of Claim included in the CMI Claims Package the CMI Known Creditor's Claim for voting and distribution purposes as valued by the CMI Entities (in consultation with the CMI CRA, if applicable) based on the books and records of the CMI Entities.
18. **THIS COURT ORDERS** that the CMI Entities shall send a CMI Claims Package to each CMI Employee by prepaid ordinary mail to the address as shown on the CMI Claims Schedule before 11:59 p.m. on October 22, 2009. The CMI Entities shall specify in the CMI Employee Notice of Claim included in the CMI Claims Package the CMI Employee's Claim in respect of Wages and Benefits for voting and distribution purposes as valued by the CMI Entities (in consultation with the CMI CRA, if applicable) based on the books and records of the CMI Entities.
19. **THIS COURT ORDERS** that, on or before 11:59 p.m. on October 22, 2009, the CMI Entities shall provide a CMI General Notice of Claim and a CMI Claims Package to any

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and all of the CMI Entities that have one or more Claims against any of the CMI Entities (each a "CMI Intercompany Claim"), with a copy to the Monitor and the advisors to the Ad Hoc Committee, with respect to each such CMI Intercompany Claim that appears on the books and records of the CMI Entities. All CMI Intercompany Claims shall be deemed to be proven against such CMI Entities for the amounts specified in the applicable CMI General Notices of Claim, provided that the advisors of the Ad Hoc Committee, on behalf of the CMI Noteholders, may, within 15 Calendar Days of receiving notice of such CMI Intercompany Claims, contest the quantum of any CMI Intercompany Claim in the manner provided for herein with respect to the Claims of CMI Known Creditors. No CMI Intercompany Claim may be amended, restated, withdrawn, settled, discharged or released without the prior written consent of the advisors of the Ad Hoc Committee, except where such CMI Intercompany Claim is finally determined by the Claims Officer or the Court in the manner provided for herein.

(iii) **Adjudication of Claims**

20. **THIS COURT ORDERS** that if a CMI Known Creditor (other than a CMI Employee) disputes the amount of the Claim as set out in the CMI General Notice of Claim, the CMI Known Creditor shall deliver to the Monitor a CMI Notice of Dispute of Claim which must be received by the Monitor by no later than the CMI Claims Bar Date. Such Person shall specify therein whether it disputes the value of the Claim for voting and/or distribution purposes.
21. **THIS COURT ORDERS** that if a CMI Known Creditor (other than a CMI Employee) does not deliver to the Monitor a completed CMI Notice of Dispute of Claim by the CMI Claims Bar Date disputing its Claim as valued by the CMI Entities for voting and distribution purposes, then such CMI Known Creditor shall be deemed to have accepted for voting and distribution purposes the valuation of the CMI Known Creditor's Claim as set out in the CMI Notice of Claim, and such CMI Known Creditor's Claim shall be treated as both a Voting Claim and a Distribution Claim. A CMI Known Creditor may accept a Claim for voting purposes as set out in the CMI Notice of Claim and dispute the Claim for distribution purposes in such CMI Known Creditor's CMI Notice of Dispute of

Claim provided that it does so by the CMI Claims Bar Date. A determination of a Voting Claim of a CMI Known Creditor does not in any way affect and is without prejudice to the process to determine such CMI Known Creditor's Distribution Claim.

22. **THIS COURT ORDERS** that if a CMI Employee: (i) disputes the amount of the Claim in respect of Wages and Benefits as set out in the CMI Employee Notice of Claim; and/or (ii) believes that they have a Claim other than in respect of Wages and Benefits, the CMI Employee shall deliver to the Monitor a CMI Notice of Dispute of Claim which must be received by the Monitor by no later than the CMI Claims Bar Date. If such Person disputes the amount of the Claim in respect of Wages and Benefits as set out in the CMI Employee Notice of Claim, such Person shall specify therein whether it disputes the value of such Claim in respect of Wages and Benefits for voting and/or distribution purposes.
23. **THIS COURT ORDERS** that if a CMI Employee does not deliver to the Monitor a completed CMI Notice of Dispute of Claim by the CMI Claims Bar Date disputing its Claim in respect of Wages and Benefits as valued by the CMI Entities for voting and distribution purposes or asserting other Claims, then such CMI Employee shall be deemed to have accepted for voting and distribution purposes the valuation of the CMI Employee's Claim as set out in the CMI Employee Notice of Claim, and such CMI Employee's Claim shall be treated as both a Voting Claim and a Distribution Claim and all other Claims of the CMI Employee shall be forever extinguished and barred. A CMI Employee may accept a Claim for voting purposes as set out in the CMI Employee Notice of Claim and dispute the Claim for distribution purposes in such CMI Employee's CMI Notice of Dispute of Claim provided that it does so by the CMI Claims Bar Date. A determination of a Voting Claim of a CMI Employee does not in any way affect and is without prejudice to the process to determine such CMI Employee's Distribution Claim.

(iv) Resolution of Disputed Claims

24. **THIS COURT ORDERS** that in the event that a CMI Entity, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), is unable to resolve a dispute regarding any Voting Claim with a CMI Known Creditor, the CMI Entity or the CMI

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Known Creditor shall so notify the Monitor, and the CMI Known Creditor or the CMI Entity, as the case may be. The decision as to whether the CMI Known Creditor's Voting Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity (in consultation with the CMI CRA, if applicable); provided, however that to the extent a Claim is referred under this paragraph to the Court or a Claims Officer, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the CMI Known Creditor and the CMI Entity (in consultation with the CMI CRA, if applicable) without prejudice to a future hearing by the Court or a Claims Officer to determine the Creditor's Distribution Claim). Thereafter, the Court or a Claims Officer, as the case may be, shall resolve the dispute between the CMI Entity and such CMI Known Creditor, and in any event, it is anticipated that the Court or a Claims Officer shall, by no later than two (2) Calendar Days prior to the date of the Meeting, notify the CMI Entity, such CMI Known Creditor and the Monitor of the determination of the value of the CMI Known Creditor's Voting Claim and Distribution Claim. Such determination of the value of the Voting Claim and Distribution Claim by the Court or the Claims Officer shall be deemed to be the CMI Known Creditor's Voting Claim and Distribution Claim for voting and distribution purposes.

25. **THIS COURT ORDERS** that where the value of a CMI Known Creditor's Voting Claim has not been finally determined by the Court or a Claims Officer by the date on which a vote is held, the relevant CMI Entity (in consultation with the CMI CRA, if applicable) shall either:
- (a) accept the CMI Known Creditor's determination of the value of their Voting Claim as set out in the applicable CMI Notice of Dispute of Claim only for the purposes of voting, and conduct the vote of the Creditors on that basis subject to a final determination of such CMI Known Creditor's Voting Claim, and in such case the Monitor shall record separately the value of such CMI Known Creditor's Voting Claim and whether such CMI Known Creditor voted in favour of or against the Plan;

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- (b) adjourn the Meeting until a final determination of the Voting Claim(s) is made; or
- (c) deal with the matter as the Court may otherwise direct or as the relevant CMI Entity, the Monitor and the CMI Known Creditor may otherwise agree.

26. **THIS COURT ORDERS** that in the event that a CMI Entity, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), is unable to resolve a dispute with a CMI Known Creditor regarding any Distribution Claim, the CMI Entity (in consultation with the CMI CRA, if applicable) or the CMI Known Creditor shall so notify the Monitor, and the CMI Known Creditor or the CMI Entity, as the case may be. The decision as to whether the CMI Known Creditor's Distribution Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity (in consultation with the CMI CRA, if applicable). Thereafter, the Court or a Claims Officer shall resolve the dispute between the CMI Entity and such CMI Known Creditor.
27. **THIS COURT ORDERS** that a CMI Known Creditor or a CMI Entity (in consultation with the CMI CRA, if applicable), may, within seven (7) Calendar Days of notification of a Claims Officer's determination of the value of a CMI Known Creditor's Voting Claim or Distribution Claim, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) Calendar Days of the filing of such notice of appeal, such appeal to be an appeal based on the record before the Claims Officer and not a hearing de novo.
28. **THIS COURT ORDERS** that if neither party appeals the determination of value of a Voting Claim or Distribution Claim by a Claims Officer within the time set out in paragraph 27 above, the decision of the Claims Officer in determining the value of a CMI Known Creditor's Voting Claim or Distribution Claim shall be final and binding upon the relevant CMI Entity, the Monitor and the CMI Known Creditor for voting and distribution purposes and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Voting Claim or Distribution Claim.

CLAIMS PROCEDURE FOR CMI UNKNOWN CREDITORS**(i) Notice of Claims**

29. **THIS COURT ORDERS** that forthwith after the date of this CMI Claims Procedure Order and in any event on or before October 20, 2009, the CMI Entities or the Monitor shall publish the CMI Notice to Creditors, for at least two (2) Business Days in The Globe & Mail (National Edition), the National Post, La Presse and The Wall Street Journal.

30. **THIS COURT ORDERS** that the Monitor shall send a CMI Claims Package to any CMI Unknown Creditor who requests these documents. Such CMI Unknown Creditor must return a completed CMI Proof of Claim to the Monitor by no later than the CMI Claims Bar Date.

31. **THIS COURT ORDERS** that any CMI Unknown Creditor that does not return a CMI Proof of Claim to the Monitor by the CMI Claims Bar Date shall not be entitled to attend or vote at any Meeting and shall not be entitled to receive any distribution from any Plan and its Claim shall be forever extinguished and barred without any further act or notification by the CMI Entities.

(ii) Adjudication of Claims

32. **THIS COURT ORDERS** that the CMI Entities, with the assistance of the Monitor and in consultation with the CMI CRA, if applicable, shall review all CMI Proofs of Claim received by the CMI Claims Bar Date and shall accept, revise or reject the amount of each Claim set out therein for voting and/or distribution purposes. The CMI Entities shall by no later than 11:59 p.m. on November 30, 2009, notify each CMI Unknown Creditor who has delivered a CMI Proof of Claim as to whether such CMI Unknown Creditor's Claim as set out therein has been revised or rejected for voting purposes (and for distribution purposes, if the CMI Entities (in consultation with the CMI CRA, if applicable), elect to do so), and the reasons therefor, by sending a CMI Notice of Revision or Disallowance. Where the CMI Entities do not send by such date a CMI Notice of Revision or Disallowance to a CMI Unknown Creditor, the CMI Entities shall

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be deemed to have accepted such CMI Unknown Creditor's Claim in the amount set out in that CMI Unknown Creditor's CMI Proof of Claim as a Voting Claim for voting purposes only, which shall be deemed to be that CMI Unknown Creditor's Voting Claim.

33. **THIS COURT ORDERS** that any CMI Unknown Creditor who intends to dispute a CMI Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall, by no later than 5:00 p.m. on December 10, 2009 deliver a CMI Notice of Dispute of Revision or Disallowance to the Monitor.

(iii) Resolution of Claims

34. **THIS COURT ORDERS** that where a CMI Unknown Creditor that receives a CMI Notice of Revision or Disallowance pursuant to paragraph 32 above does not file a CMI Notice of Dispute of Revision or Disallowance by the time set out in paragraph 33 above, ~~the value of such CMI Unknown Creditor's Voting Claim or Distribution Claim (if the~~ CMI Notice of Revision or Disallowance dealt with the Distribution Claim) shall be deemed to be as set out in the CMI Notice of Revision or Disallowance.
35. **THIS COURT ORDERS** that in the event that a CMI Entity, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), is unable to resolve a dispute regarding any Voting Claim with a CMI Unknown Creditor, the CMI Entity or the CMI Unknown Creditor shall so notify the Monitor, and the CMI Unknown Creditor or the CMI Entity (in consultation with the CMI CRA, if applicable), as the case may be. The decision as to whether the CMI Unknown Creditor's Voting Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity; provided, however that to the extent a Claim is referred under this paragraph to the Court or a Claims Officer, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the CMI Unknown Creditor and the CMI Entity (in consultation with the CMI CRA, if applicable) without prejudice to a future hearing by the Court or a Claims Officer to determine the Creditor's Distribution Claim). Thereafter, the Court or a Claims Officer, as the case may be, shall resolve the dispute between the CMI Entity and such CMI Unknown Creditor, and in any

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event, it is anticipated that the Court or a Claims Officer shall, by no later two (2) Calendar Days prior to the date of the Meeting, notify the CMI Entity, such CMI Unknown Creditor and the Monitor of the determination of the value of the CMI Unknown Creditor's Voting Claim and Distribution Claim. Such determination of the value of the Voting Claim and Distribution Claim by the Court or the Claims Officer shall be deemed to be the CMI Unknown Creditor's Voting Claim and Distribution Claim for voting and distribution purposes.

36. **THIS COURT ORDERS** that where the value of a CMI Unknown Creditor's Voting Claim has not been finally determined by the Court or the Claims Officer by the date of the meeting, the relevant CMI Entity shall (in consultation with the CMI CRA, if applicable) either:

- (a) accept the CMI Unknown Creditor's determination of the value of the Voting Claim as set out in the applicable CMI Notice of Dispute of Revision or Disallowance only for the purposes of voting and conduct the vote of the Creditors on that basis subject to a final determination of such CMI Unknown Creditor's Voting Claim, and in such case the Monitor shall record separately the value of such CMI Unknown Creditor's Voting Claim and whether such CMI Unknown Creditor voted in favour of or against the Plan;
- (b) adjourn the Meeting until a final determination of the Voting Claim(s) is made; or
- (c) deal with the matter as the Court may otherwise direct or as the relevant CMI Entity, the Monitor and the CMI Unknown Creditor may otherwise agree.

37. **THIS COURT ORDERS** that the CMI Entities, with the assistance of the Monitor (in consultation with the CMI CRA, if applicable), shall review and consider all CMI Proofs of Claim filed in accordance with this CMI Claims Procedure Order, in order to determine the Distribution Claims. The relevant CMI Entities shall notify each CMI Unknown Creditor who filed a CMI Proof of Claim and who did not receive a CMI Notice of Revision or Disallowance for distribution purposes pursuant to paragraph 32 herein as to whether such CMI Unknown Creditor's Claim as set out in such CMI

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Unknown Creditor's CMI Proof of Claim has been revised or rejected for distribution purposes, and the reasons therefore, by delivery of a CMI Notice of Revision or Disallowance. Where the relevant CMI Entities do not send a CMI Notice of Revision or Disallowance for distribution purposes to a CMI Unknown Creditor, the relevant CMI Entities and the Monitor shall be deemed to have accepted the amount of such CMI Unknown Creditor's Claim as set out in such CMI Unknown Creditor's CMI Proof of Claim as such CMI Unknown Creditor's Distribution Claim.

38. **THIS COURT ORDERS** that any CMI Unknown Creditor who intends to dispute a CMI Notice of Revision or Disallowance for distribution purposes shall no later than 21 Calendar Days after receiving the notice referred to in paragraph 37, deliver a CMI Notice of Dispute of Revision or Disallowance to the Monitor.
39. **THIS COURT ORDERS** that where a CMI Unknown Creditor that receives a CMI Notice of Revision or Disallowance pursuant to paragraph 37 above does not return a CMI Notice of Dispute of Revision or Disallowance for distribution purposes to the Monitor by the time set out in paragraph 38 above, the value of such CMI Unknown Creditor's Distribution Claim shall be deemed to be as set out in the CMI Notice of Revision or Disallowance for distribution purposes and the CMI Unknown Creditor will be barred from disputing or appealing same.
40. **THIS COURT ORDERS** that in the event that a CMI Entity (in consultation with the CMI CRA, if applicable) is unable to resolve a dispute with a CMI Unknown Creditor regarding any Distribution Claim, the CMI Entity or the CMI Unknown Creditor shall so notify the Monitor, and the CMI Unknown Creditor or the CMI Entity, as the case may be. The decision as to whether the CMI Unknown Creditor's Distribution Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the CMI Entity (in consultation with the CMI CRA, if applicable). Thereafter, the Court or a Claims Officer shall resolve the dispute between the CMI Entity and such CMI Unknown Creditor.
41. **THIS COURT ORDERS** that either a CMI Unknown Creditor or a CMI Entity may, within seven (7) Calendar Days of notification of a Claims Officer's determination of the

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value of a CMI Unknown Creditor's Voting Claim or Distribution Claim, appeal such determination to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) Calendar Days of the filing of such notice of appeal, such appeal to be an appeal based on the record before the Claims Officer and not a hearing de novo.

42. **THIS COURT ORDERS** that if neither party appeals the determination of value of a Voting Claim or Distribution Claim by a Claims Officer within the time set out in paragraph 41 above, the decision of the Claims Officer in determining the value of a CMI Unknown Creditor's Voting Claim or Distribution Claim shall be final and binding upon the relevant CMI Entity, the Monitor and the CMI Unknown Creditor for voting and distribution purposes and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Voting Claim or Distribution Claim.

SET-OFF

43. **THIS COURT ORDERS** that the CMI Entities may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Plan to any Creditor, any claims of any nature whatsoever that any of the CMI Entities may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the CMI Entities of any such claim that the CMI Entities may have against such Creditor.

NOTICE OF TRANSFEREES

44. **THIS COURT ORDERS** that leave is hereby granted from the date of this CMI Claims Procedure Order until ten (10) Business Days prior to the date fixed by the Court for the Meeting to permit a Creditor to provide notice of assignment or transfer of a Claim to the Monitor, subject to paragraph 45.
45. **THIS COURT ORDERS** that if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the CMI Entities shall be obligated to give notice or otherwise deal with the transferee or assignee

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of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the relevant CMI Entity and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this CMI Claims Procedure Order prior to receipt and acknowledgement by the relevant CMI Entity and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which a CMI Entity may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the CMI Entities. No transfer or assignment shall be received for voting purposes unless such transfer shall have been received by the Monitor no later than ten (10) Business Days prior to the date to be fixed by the Court for the Meeting, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Reference to transfer in this CMI Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

SERVICE AND NOTICES

46. **THIS COURT ORDERS** that the CMI Entities and the Monitor may, unless otherwise specified by this CMI Claims Procedure Order, serve and deliver the CMI Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the CMI Entities or set out in such Creditor's CMI Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier

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or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 6:00 p.m. on a Business Day, on such Business Day and if delivered after 6:00 p.m. or other than on a Business Day, on the following Business Day.

47. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Creditor to the Monitor or the CMI Entities under this CMI Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this CMI Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email addressed to:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global
Communications Corp. et al
Claims Process

Suite 2733, TD Canada Trust Tower
161 Bay Street
Toronto ON
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018
Fax: 416-572-4068
Email: anna.sisask@fticonsulting.com

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

48. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this CMI Claims Procedure Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall

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only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this CMI Claims Procedure Order.


49. **THIS COURT ORDERS** that in the event that this CMI Claims Procedure Order is later amended by further Order of the Court, the CMI Entities or the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to Creditors of such amended claims procedure.

MISCELLANEOUS

50. **THIS COURT ORDERS** that notwithstanding any other provisions of this CMI Claims Procedure Order, the solicitation by the Monitor or the CMI Entities of CMI Proofs of Claim, and the filing by any Creditor of any CMI Proof of Claim shall not, for that reason only, grant any person any standing in these proceedings or rights under any proposed Plan. The CMI Entities shall not oppose the Ad Hoc Committee and the Noteholder Trustee seeking standing in any proceedings before a Claims Officer, this Court or otherwise in respect of the determination of any Claims.
51. **THIS COURT ORDERS** that nothing in this CMI Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims, Excluded Claims, CMI Intercompany Claims or Canwest Intercompany Claims by the CMI Entities into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, Excluded Claims, CMI Intercompany Claims, Canwest Intercompany Claims or any other claims is to be subject to a Plan and the classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan or further Order of this Court.
52. **THIS COURT ORDERS** that in the event that no Plan is approved by this Court, the CMI Claims Bar Date shall be of no effect in any subsequent proceeding or distribution with respect to any and all Claims made by Creditors.
53. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and

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the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial regulatory body of the United States and the states or other subdivisions of the United States and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this CMI Claims Procedure Order.



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

OCT 19 2009

PER / PAR: N

SCHEDULE "A"
APPLICANTS

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.

8. Global Centre Inc.
9. Multisound Publishers Ltd.
10. Canwest International Communications Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Western Communications Inc.
13. Canwest Finance Inc./Financiere Canwest Inc.
14. National Post Holdings Ltd.
15. Canwest International Management Inc.
16. Canwest International Distribution Limited
17. Canwest MediaWorks Turkish Holdings (Netherlands) B.V.
18. CGS International Holdings (Netherlands) B.V.

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19. CGS Debenture Holding (Netherlands) B.V.
 20. CGS Shareholding (Netherlands) B.V.
 21. CGS NZ Radio Shareholding (Netherlands) B.V.
 22. 4501063 Canada Inc.
 23. 4501071 Canada Inc.
 24. 30109, LLC
 25. CanWest MediaWorks (US) Holdings Corp.
-

SCHEDULE "B"
PARTNERSHIPS

1. Carwest Television Limited Partnership
 2. Fox Sports World Canada Partnership
 3. The National Post Company/La Publication National Post
-

SCHEDULE "C"

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

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 GLOBAL
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: [insert name and address of creditor]

This notice is issued pursuant to the Claims Procedure for Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" (the "Applicants"), their Directors and Officers and the partnerships listed on Schedule "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities") approved by the Order of the Honourable Madam Justice Pepall granted October [14], 2009 in the CCAA Proceedings (the "Order"). Capitalized terms used herein are as defined in the Order unless otherwise noted. A copy of the Order can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$ _____, against the following entities:

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EntityAmount of Claim

●

\$●

If you agree that the foregoing amount accurately reflects your Claim, you are not required to respond to this CMI General Notice of Claim. If you disagree with the amount of your Claim as set out herein, for either voting and/or distribution purposes, and/or if you believe you have a Director/Officer Claim and/or a Restructuring Period Claim (as defined in the Order) you must deliver a CMI Notice of Dispute of Claim to the Monitor, by no later than 5:00 p.m. (Toronto Time) on November 19, 2009 (the "CMI Claims Bar Date").

You may accept the Claim as set out in this CMI General Notice of Claim for voting purposes without prejudice to your rights to dispute the Claim for distribution purposes. IF YOU FAIL TO DELIVER A CMI NOTICE OF DISPUTE OF CLAIM for voting and distribution purposes by the CMI Claims Bar Date, then you shall be deemed to have accepted your Claim as set out in this CMI General Notice of Claim and your Claim as set out in this CMI General Notice of Claim shall be deemed to be both your Voting Claim and Distribution Claim.

DATED at Toronto, this _____ day of ●, 2009.

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al
Claims Process

Suite 2733, TD Canada Trust Tower
161 Bay Street
Toronto, ON
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: anna.sisask@fticonsulting.com

SCHEDULE "D"

**CMI INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR KNOWN CREDITORS OF
CANWEST GLOBAL COMMUNICATIONS CORP. ("Canwest Global") AND THE
OTHER APPLICANTS LISTED ON SCHEDULE "A" (the "Applicants") AND
PARTNERSHIPS LISTED ON SCHEDULE "B" (collectively and together with Canwest
Global and the Applicants, the "CMI Entities")**

CLAIMS PROCEDURE

By Order of the Honourable Madam Justice Pepall dated October [14], 2009 (as may be amended from time to time, the "CMI Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the CMI Entities and their Directors and Officers have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the CMI Claims Procedure Order and other public information concerning these proceedings can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

This letter provides general instructions for completing the CMI General Notice of Dispute of Claim form. As of the date of this instruction letter, the CMI Entities have not yet filed a plan of arrangement or compromise pursuant to the CCAA. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the CMI Claims Procedure Order.

The Claims Procedure is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim or a Canwest Intercompany Claim, against any or all of the CMI Entities or any or all of the Directors or Officers of any or all of the Applicants arising on or prior to October 6, 2009, whether unliquidated, contingent or otherwise. In addition, the Claims Procedure is intended for any Person with any Claim arising after October 6, 2009 against any or all of the Directors or Officers of any or all of the Applicants or against any or all of the CMI Entities as the result of the restructuring, disclaimer, rescission, termination or breach of any contract, lease or other type of agreement. Please review the CMI Claims Procedure Order for the complete definition of Claim, Excluded Claim and Canwest Intercompany Claim.

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All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications
 Corp. et al
 Claims Process
 Suite 2733, TD Canada Trust Tower
 161 Bay Street
 Toronto, ON
 M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018
 Fax: 416-572-4068
 Email: anna.sisask@fticonsulting.com

FOR CREDITORS DISPUTING A CMI GENERAL NOTICE OF CLAIM

If you received a CMI General Notice of Claim from any or all of the CMI Entities and you dispute the value of your Claim against any or all of the CMI Entities for voting and/or distribution purposes and/or you believe you have a Restructuring Period Claim and/or a Director/Officer Claim, you must file a CMI Notice of Dispute of Claim form with the Monitor. All CMI Notices of Dispute of Claim must be received by the Monitor on or before 5:00 pm (Toronto Time) on November 19, 2009, unless the Monitor and the CMI Entities agree in writing or the Court orders that the CMI Notice of Dispute Claim be accepted after that date.

All Claims shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.

Additional CMI Notices of Dispute of Claim forms can be obtained from the Monitor's website at <http://cfcanda.fticonsulting.com/cmi> or by contacting the Monitor and providing the particulars as to your name, address, facsimile number, email address and contact person. Once the Monitor has this information, you will receive, as soon as practicable, additional CMI Notices of Dispute of Claim forms.

DATED this _____ day of _____, 2009.

SCHEDULE "E"

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

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 GLOBAL
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"

APPLICANTS

CMI EMPLOYEE NOTICE OF CLAIM

TO: [insert name and address of employee]

This notice is issued pursuant to the claims procedure for Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" (the "Applicants"), their Directors and Officers and partnerships listed on Schedule "B" (collectively and together with Canwest Global and the Applicants, the "CMI Entities") approved by the Order of the Honourable Madam Justice Pepall granted October [14], 2009 in the CCAA Proceedings (the "CMI Claims Procedure Order"). Capitalized terms used herein are as defined in the CMI Claims Procedure Order unless otherwise noted. A copy of the CMI Claims Procedure Order can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

The Initial Order of the Honourable Madam Justice Pepall granted October 6, 2009 in the CCAA Proceedings authorizes the CMI Entities to pay, and they shall pay, employees for all Wages and Benefits outstanding as of the Filing Date. Accordingly, you will be paid on the next scheduled date. Therefore, the CMI Claims Schedule prepared by the CMI Entities sets your Claim against the CMI Entities to be \$0 in respect of Wages and Benefits.

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If you agree that the foregoing amount accurately reflects your Claim, you are not required to respond to this CMI Employee Notice of Claim. If you believe you still have a Claim in respect of Wages and Benefits, or any other Claim, you must deliver a CMI Notice of Dispute of Claim to the Monitor, by no later than 5:00 p.m. (Toronto Time) on November 19, 2009 (the "CMI Claims Bar Date").

You may accept the Claim as set out in this CMI Employee Notice of Claim for voting purposes without prejudice to your rights to dispute the Claim for distribution purposes. IF YOU FAIL TO DELIVER A CMI NOTICE OF DISPUTE OF CLAIM for voting and distribution purposes to the Monitor by the CMI Claims Bar Date, then you shall be deemed to have accepted your Claim as set out in this CMI Employee Notice of Claim as your total Claim against the CMI Entities and your Claim as set out in this CMI Employee Notice of Claim shall be deemed to be both your Voting Claim and Distribution Claim.

DATED at Toronto, this _____ day of ●, 2009.

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al
Claims Process
Suite 2733, TD Canada Trust Tower
161 Bay Street
Toronto, ON
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: anna.sisask@fticonsulting.com

SCHEDULE "F"

**CMI EMPLOYEE INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR KNOWN CREDITORS OF
CANWEST GLOBAL COMMUNICATIONS CORP. (the "Canwest Global") AND THE
OTHER APPLICANTS LISTED ON SCHEDULE "A" (the "Applicants") AND
PARTNERSHIP LISTED ON SCHEDULE "B" (collectively and together with Canwest
Global, the "CMI Entities")**

CLAIMS PROCEDURE

By Order of the Honourable Madam Justice Pepall dated October [14], 2009 (as may be amended from time to time, the "CMI Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the CMI Entities and their Directors and Officers have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the CMI Claims Procedure Order and other public information concerning these proceedings can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

This letter provides general instructions for completing the CMI Notice of Dispute of Claim form. As of the date of this instruction letter, the CMI Entities have not yet filed a plan of arrangement or compromise pursuant to the CCAA. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the CMI Claims Procedure Order.

The Claims Procedure is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim or a Canwest Intercompany Claim, against any or all of the CMI Entities or against any or all of the Directors or Officers of any or all of the Applicants arising on or prior to October 6, 2009, whether unliquidated, contingent or otherwise. In addition, the Claims Procedure is intended for any Person with any Claim arising after October 6, 2009 against any or all of the Directors or Officers of any or all of the Applicants or against any or all of the CMI Entities as the result of the restructuring, disclaimer, resiliation, termination or breach of any contract, lease or other type of agreement. Please review the CMI Claims Procedure Order for the complete definition of Claim, Excluded Claim and Canwest Intercompany Claim.

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All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al
 Claims Process
 Suite 2733, TD Canada Trust Tower
 161 Bay Street
 Toronto, ON
 M5J 2S1

Attention: Anna-Liisa Sisask
 Telephone: 1-888-318-4018
 Fax: 416-572-4068
 Email: anna.sisask@fticonsulting.com

FOR CMI EMPLOYEES DISPUTING A CMI EMPLOYEE NOTICE OF CLAIM

If you received a CMI Employee Notice of Claim from any or all of the CMI Entities and you believe you still have a Claim in respect of Wages and Benefits, or any other Claim, you must file a CMI Notice of Dispute of Claim form with the Monitor. All CMI Notices of Dispute of Claim must be received by the Monitor on or before 5:00 pm (Toronto Time) on November 19, 2009, unless the Monitor and the CMI Entities agree in writing or the Court Orders that the CMI Notice of Dispute of Claim be accepted after that date.

All Claims shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.

Additional CMI Notices of Dispute Claim forms can be obtained from the Monitor's website at <http://cfcanada.fticonsulting.com/cmi> or by contacting the Monitor and providing the particulars as to your name, address, facsimile number, email address and contact person. Once the CMI Entities have this information, you will receive, as soon as practicable, additional CMI Notices of Dispute of Claim forms.

DATED this _____ day of _____, 2009.

SCHEDULE "G"

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

**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 GLOBAL
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"**

APPLICANTS.

CMI NOTICE OF DISPUTE OF CLAIM

1. PARTICULARS OF CREDITOR:

(a) Full Legal Name of Creditor: _____

(b) Full Mailing Address of Creditor: _____

(c) Telephone Number of Creditor: _____

(d) Facsimile Number of Creditor: _____

(e) E-mail Address of Creditor: _____

(f) Attention (Contact Person): _____

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 VALUATION OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.)

We hereby disagree with the value of our Claim as set out in the CMI General Notice of Claim / CMI Employee Notice of Claim dated _____, as set out below:

	<u>Claim per</u>		<u>Disputed for</u>		<u>Claim per Creditor</u>	
	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>
Canwest Global Communications Corp.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Media Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
MBS Productions Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Yellow Card Productions Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Television GP Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Fox Sports World Canada Holdco Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Global Centre Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Multisound Publishers Ltd.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest International Communications Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$

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	<u>Claim per Notice of Claim</u>		<u>Disputed for</u>		<u>Claim per Creditor</u>	
	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>
Canwest Irish Holdings (Barbados) Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Western Communications Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest Finance Inc./Financiere Canwest Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
National Post Holdings Ltd.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest International Management Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest International Distribution Limited	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Canwest MediaWorks Turkish Holdings (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS International Holdings (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS Debenture Holding (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS Shareholding (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CGS NZ Radio Shareholding (Netherlands) B.V.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
4501063 Canada Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
4501071 Canada Inc.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
30109, LLC	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
CanWest MediaWorks (US) Holdings Corp.	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$

	<u>Claim per Notice of Claim</u>		<u>Disputed for</u>		<u>Claim per Creditor</u>	
	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>	<u>Voting</u>	<u>Distribution</u>
Canwest Television Limited Partnership	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
Fox Sports World Canada Partnership	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
The National Post Company/La Publication National Post	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
TOTAL (Consolidated)	\$	\$			\$	\$

4. **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) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

5. **RESTRUCTURING PERIOD CLAIMS:**

The undersigned asserts a Claim against any or all of the CMI Entities arising out of the restructuring, disclaimer, resiliation, termination or breach after the Filing Date of any contract, lease or other agreement.

Yes No

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(If Yes, 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) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

6. DIRECTORS/OFFICERS CLAIMS:

The undersigned asserts a Director/Officer Claim against any or all of the Directors or Officers of any or all of the Applicants.

Yes No

(If Yes, 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) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

This CMI Notice of Dispute of Claim must be returned to and received by the Monitor by no later than **5:00 p.m. (Toronto Time) on November 19, 2009**, the CMI Claims Bar Date, at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al
 Claims Process
 Suite 2733, TD Canada Trust Tower
 161 Bay Street
 Toronto, ON
 M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018
 Fax: 416-572-4068
 Email: anna.sisask@fticonsulting.com

Dated at _____ this _____ day of _____, 2009.

Per: _____

SCHEDULE "H"

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

**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 GLOBAL
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"**

APPLICANTS

CMI NOTICE OF REVISION OR DISALLOWANCE

TO: [insert name and address of creditor]

The CMI Entities have reviewed your CMI Proof of Claim dated _____, 2009, and have revised or rejected your claim for the following reasons:

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Subject to further dispute by you in accordance with the provisions of the CMI Claims Procedure Order, your Claim will be allowed as follows:

CMI Entity	Prefiling Claim per Proof of Claim	Revised/Rejected for Voting/Distribution	Allowed as Revised for Voting/Distribution	Restructuring Period Claim per Proof of Claim	Revised/Rejected for Voting/Distribution	Allowed as Revised for Voting/Distribution

Director/ Officer Claim	Related to Prefiling Claim per Proof of Claim	Revised/Rejected for Voting/Distribution	Allowed as Revised for Voting/Distribution	Related to Restructuring Period Claim per Proof of Claim	Revised/Rejected for Voting/Distribution	Allowed as Revised for Voting/Distribution

If you intend to dispute this CMI Notice of Revision or Disallowance, you must, no later than **5:00 p.m. (Toronto Time) on December 10, 2009** for voting purposes (and if the CMI Entities have elected to value your claim for distribution purposes, for distribution purposes) and no later than **21 Calendar Days** after you receive such CMI Notice of Revision or Disallowance for distribution purposes, if the CMI Entities have elected to value your claim for distribution purposes in accordance with paragraph 37 of the CMI Claims Procedure Order, notify the Monitor of such intent by delivery of a CMI Notice of Dispute of Revision or Disallowance in accordance with the CMI Claims Procedure Order at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al
 Claims Process
 Suite 2733, TD Canada Trust Tower
 161 Bay Street
 Toronto, ON
 M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018
 Fax: 416-572-4068
 Email: anna.sisask@fticonsulting.com

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If you do not deliver a CMI Notice of Dispute of Revision or Disallowance, the value of your Claim shall be deemed to be as set out in this CMI Notice of Revision or Disallowance.

DATED at Toronto, this _____ day of _____, 2009.

SCHEDULE "I"

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

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 GLOBAL
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"

APPLICANTS

CMI NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

1. PARTICULARS OF CREDITOR:

- (a) Full Legal Name of Creditor: _____
- (b) Full Mailing Address of Creditor: _____

- (c) Telephone Number of Creditor: _____
- (d) Facsimile Number of Creditor: _____
- (e) E-mail Address of Creditor: _____
- (f) Attention (Contact Person): _____

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:**

(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.)

We hereby disagree with the value of our Claim as set out in the CMI Notice of Revision or Disallowance dated _____, as set out below:

(Insert particulars of Claim per CMI Notice of Revision or Disallowance, whether the Claim is disputed for voting and/or distribution purposes, and the value of your Claim as asserted for voting and/or distribution purposes)

4. **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) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

If you intend to dispute this CMI Notice of Revision or Disallowance, you must, no later than **5:00 p.m. (Toronto Time) on December 10, 2009** for voting purposes (and if the CMI Entities have elected to value your claim for distribution purposes, for distribution purposes) and no later than **21 Calendar Days** after you receive such CMI Notice of Revision or Disallowance for

-3-

distribution purposes, if the CMI Entities have elected to value your claim for distribution purposes in accordance with paragraph 37 of the CMI Claims Procedure Order, notify the Monitor of such intent by delivery of a CMI Notice of Dispute of Revision or Disallowance in accordance with the CMI Claims Procedure Order at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications
Corp. et al
Claims Process
Suite 2733, TD Canada Trust Tower
161 Bay Street
Toronto, ON
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: anna.sisask@fticonsulting.com

Dated at _____ this _____ day of _____, 2009.

Per: _____

SCHEDULE "J"

NOTICE TO CREDITORS OF Canwest Global Communications Corp., Canwest Media Inc., MBS Productions Inc., Yellow Card Productions Inc., Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc., Canwest Television GP Inc., Fox Sports World Canada Holdco Inc., Global Centre Inc., Multisound Publishers Ltd., Canwest International Communications Inc., Canwest Irish Holdings (Barbados) Inc., Western Communications Inc., Canwest Finance Inc./Financiere Canwest Inc., National Post Holdings Ltd., Canwest International Management Inc., Canwest International Distribution Limited, Canwest MediaWorks Turkish Holdings (Netherlands) B.V., CGS International Holdings (Netherlands) B.V., CGS Debenture Holding (Netherlands) B.V., CGS Shareholding (Netherlands) B.V., CGS NZ Radio Shareholding (Netherlands) B.V., 4501063 Canada Inc., 4501071 Canada Inc., 30109, LLC, CanWest MediaWorks (US) Holdings Corp. (collectively, the "Applicants"), Canwest Television Limited Partnership, Fox Sports World Canada Partnership, and the National Post Company/La Publication National Post (collectively, the "Partnerships, and together with the Applicants, the "CMI Entities") and/or their Directors and Officers

RE: NOTICE OF CLAIMS BAR DATE IN COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA") PROCEEDINGS

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice made October [14], 2009 (the "Order"), a claims procedure was approved for the determination of all claims, to be affected under the CCAA Proceedings against the CMI Entities and the Directors and Officers of the Applicants.

PLEASE TAKE NOTICE that the claims procedure applies only to Claims of Creditors described in the Order. No other claims are being compromised. A copy of the Order and other public information concerning the CCAA Proceedings can be found at the following website: <http://cfcanada.fticonsulting.com/cmi>.

THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on November 19, 2009. Any creditor who has not received a CMI General Notice of Claim or CMI Employee Notice of Claim and who believes that they have a Claim against one or more of the CMI Entities or a

-2-

Director/Officer Claim under the Order, other than a CMI Noteholder, must contact the Monitor in order to obtain a CMI Proof of Claim. CMI Proofs of Claim must be filed with the Monitor on or before the CMI Claims Bar Date.

HOLDERS OF CLAIMS who have not received a CMI Notice of Claim and who do not file a CMI Proof of Claim by the CMI Claims Bar Date shall not be entitled to vote at any meeting of creditors regarding any plan of compromise or arrangement proposed by the CMI Entities or participate in any distribution under such plan and any Claims such Creditor may have against any of the CMI Entities and/or any of the Directors and Officers of the Applicants shall be forever extinguished and barred.

CREDITORS REQUIRING INFORMATION or claim documentation may contact the Monitor at the following address or facsimile:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications
Corp. et al
Claims Process
Suite 2733, TD Canada Trust Tower
161 Bay Street
Toronto, ON
M5J 2S1
Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018
Fax: 416-572-4068
Email: anna.sisask@fticonsulting.com

SCHEDULE "K"

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

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 GLOBAL
COMMUNICATIONS CORP. AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"

APPLICANTS

CMI PROOF OF CLAIM

1. ENTITY AGAINST WHICH YOU ASSERT A CLAIM:

Check only one entity for each Proof of Claim. If you have Claims against more than once entity, you must file a separate Proof of Claim for each.

Canwest Global Communications Corp.	<input type="checkbox"/>	Western Communications Inc.	<input type="checkbox"/>	4501071 Canada Inc.	<input type="checkbox"/>
Canwest Media Inc.	<input type="checkbox"/>	Canwest Finance Inc./Financiere Canwest Inc.	<input type="checkbox"/>	30109, LLC	<input type="checkbox"/>
MBS Productions Inc.	<input type="checkbox"/>	National Post Holdings Ltd.	<input type="checkbox"/>	CanWest MediaWorks (US) Holdings Corp.	<input type="checkbox"/>
Yellow Card Productions Inc.	<input type="checkbox"/>	Canwest International Management Inc.	<input type="checkbox"/>	Canwest Television Limited Partnership	<input type="checkbox"/>
Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.	<input type="checkbox"/>	Canwest International Distribution Limited	<input type="checkbox"/>	Fox Sports World Canada Partnership	<input type="checkbox"/>
Canwest Television GP Inc.	<input type="checkbox"/>	Canwest MediaWorks Turkish Holdings (Netherlands) B.V.	<input type="checkbox"/>	The National Post Company/La Publication National Post	<input type="checkbox"/>
Fox Sports World Canada Holdco Inc.	<input type="checkbox"/>	CGS International Holdings (Netherlands) B.V.	<input type="checkbox"/>	CGS NZ Radio Shareholding (Netherlands) B.V.	<input type="checkbox"/>
Global Centre Inc.	<input type="checkbox"/>	CGS Debenture Holding (Netherlands) B.V.	<input type="checkbox"/>		
Multisound Publishers Ltd.	<input type="checkbox"/>	CGS Shareholding (Netherlands) B.V.	<input type="checkbox"/>		
Canwest International Communications Inc.	<input type="checkbox"/>	CGS NZ Radio Shareholding (Netherlands) B.V.	<input type="checkbox"/>		
Canwest Irish Holdings (Barbados) Inc.	<input type="checkbox"/>	4501063 Canada Inc.	<input type="checkbox"/>		

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2. **PARTICULARS OF CREDITOR:**

- (a) Full Legal Name of Creditor: _____
- (b) Full Mailing Address of Creditor: _____

- (c) Telephone Number of Creditor: _____
- (d) Facsimile Number of Creditor: _____
- (e) E-mail Address of Creditor: _____
- (f) Attention (Contact Person): _____

3. **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): _____

4. **PROOF OF CLAIM****THE UNDERSIGNED CERTIFIES AS FOLLOWS:**

- (a) That I am a Creditor of/hold the position of _____ of _____ the Creditor and have knowledge of all the circumstances connected with the Claim described herein;
- (b) That I have knowledge of all the circumstances connected with the Claim described and set out below;
- (c) The CMI Entity was and still is indebted to the Creditor as follows *(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.)*

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(i) Prefiling Claims:
\$ _____

(ii) Restructuring Period Claims:
\$ _____

(iii) Directors/Officers Claims:
\$ _____

(iv) TOTAL CLAIM:
\$ _____

Total of (i), (ii) and (iii)

5. **NATURE OF CLAIM**

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

- Unsecured Claim of \$ _____
- Secured Claim of \$ _____

In respect of this debt, I hold security over the assets of the CMI Entity valued at \$ _____, the particulars of which security and value are attached to this Proof of Claim form.

(Give full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)

6. **PARTICULARS OF CLAIM:**

The Particulars of the undersigned's total Claim (including Directors/Officers Claims) are attached.

(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) which has guaranteed the Claim, and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed).

7. **FILING OF CLAIM**

This CMI Proof of Claim must be returned to and received by the Monitor by 5:00 p.m.

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(Toronto Time) on the CMI Claims Bar Date (November 19, 2009) at the following address:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications
Corp. et al
Claims Process
Suite 2733, TD Canada Trust Tower
161 Bay Street
Toronto, ON
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018
Fax: 416-572-4068
Email: anna.sisask@fticonsulting.com

Dated at _____ this _____ day of _____, 2009.

Per: _____

SCHEDULE "L"**CMI PROOF OF CLAIM INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR UNKNOWN CREDITORS OF
CANWEST GLOBAL COMMUNICATIONS CORP. ("Canwest Global") AND THE
OTHER APPLICANTS LISTED ON SCHEDULE "A" (the "Applicants") AND
PARTNERSHIPS LISTED ON SCHEDULE "B" (collectively and together with Canwest
Global and the Applicants, the "CMI Entities")****CLAIMS PROCEDURE**

By Order of the Honourable Madam Justice Pepall dated October [14], 2009 (as may be amended from time to time, the "CMI Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the CMI Entities and their Directors and Officers have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the CMI Claims Procedure Order and other public information concerning these proceedings can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the CMI Entities, at <http://cfcanada.fticonsulting.com/cmi>.

This letter provides general instructions for completing the CMI Proof of Claim forms. As of the date of this instruction letter, the CMI Entities have not yet filed a plan of arrangement or compromise pursuant to the CCAA. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the CMI Claims Procedure Order.

The Claims Procedure is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim or a Canwest Intercompany Claim, against any or all of the CMI Entities or any or all of the Directors or Officers of any or all of the Applicants arising on or prior to October 6, 2009, whether unliquidated, contingent or otherwise. In addition, the Claims Procedure is intended for any Person with any Claim arising after October 6, 2009 against any or all of the Directors or Officers of any or all of the Applicants or against any or all of the CMI Entities as the result of the restructuring, disclaimer, resiliation, termination or breach of any contract, lease or other type of agreement. Please review the CMI Claims Procedure Order for the complete definition of Claim, Excluded Claim and Canwest Intercompany Claim.

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All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Canwest Global Communications Corp. et al
Claims Process
Suite 2733, TD Canada Trust Tower
161 Bay Street
Toronto, ON
M5J 2S1

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018
Fax: 416-572-4068
Email: anna.sisask@fticonsulting.com

FOR CREDITORS SUBMITTING A CMI PROOF OF CLAIM FORM

If you believe that you have a Claim against any or all of the CMI Entities or a Director/Officer Claim, you must file a CMI Proof of Claim form with the Monitor. All CMI Proofs of Claim for Claims arising prior to October 6, 2009 against any or all of the CMI Entities or Directors/Officers Claims must be received by the Monitor on or before 5:00 pm (Toronto Time) on November 19, 2009, unless the Monitor and the CMI Entities agree in writing or the Court Orders that the CMI Proof of Claim be accepted after that date. IF YOU DO NOT FILE A CMI PROOF OF CLAIM BY THE CMI CLAIMS BAR DATE, you shall not be entitled to vote at any meeting of creditors regarding any plan of compromise or arrangement proposed by the CMI Entities or participate in any distribution under such plan and any Claims you may have against any of the CMI Entities and/or any of the Directors and Officers of the Applicants shall be forever extinguished and barred.

All Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect over the ten day period preceding the filing of a Plan.

ADDITIONAL FORMS

Additional CMI Proof of Claim forms can be obtained from the Monitor's website at <http://cfcanada.fticonsulting.com/cmi> or by contacting the Monitor and providing the particulars as to your name, address, facsimile number, email address and contact person. Once the CMI Entities have this information, you will receive, as soon as practicable, additional CMI Proof of Claim forms.

DATED this _____ day of _____, 2009.

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
SCHEDULE "A"

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

OSLER, HOSKIN & HARCOURT LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

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

Edward A. Sellers (LSUC#: 30110F)
Tel: (416) 862-5959

Jeremy E. Dacks (LSUC#: 41851R)
Tel: (416) 862-4923

Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

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
SCHEDULE "A"

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT OF JOHN E. MAGUIRE
(Returnable October 22, 2009)

OSLER, HOSKIN & HARCOURT LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

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

Jeremy E. Dacks (LSUC#: 41851R)
Tel: (416) 862-4923

Shawn T. Irving (LSUC#: 50035U)
Tel: (416) 862-4733

Fax: (416) 862-6666

Lawyers for the Applicants

F. 11'

Tab 3

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**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 SCHEDULE "A" TO THE INITIAL
ORDER (the "Applicants")**

**AFFIDAVIT OF LAWRENCE SCHNURR
(sworn October 21, 2009)**

I, LAWRENCE SCHNURR, of the City of Burlington in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of one of the Applicants in these proceedings (collectively, with the Partnerships set out in Schedule "B" to the Initial Order, the "CMI Entities"). I swear this affidavit in support of the motion by the CMI Entities for a representative and funding order to appoint Rose Stricker, David Cremasco and Lawrence Schnurr (the "Representatives") as representatives on behalf of:
 - (a) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are in receipt of a pension from a registered or unregistered pension plan sponsored by a CMI Entity,
 - (b) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are entitled to receive a deferred vested pension

from a registered or unregistered pension plan sponsored by a CMI Entity, and

- (c) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who were, immediately before October 6, 2009 (the "Filing Date"), entitled to receive non-pension benefits from a CMI Entity,

but excluding any former employees of the CMI Entities who were represented by the Communications, Energy and Paperworkers Union while employed and who are not entitled to benefits under the CH Plan, as hereinafter defined (collectively, the "Retirees"), in this CCAA proceeding, in any proceeding under the *Bankruptcy and Insolvency Act (Canada)* or in any other proceeding which has been or may be brought before this Honourable Court, including without limitation, for the purpose of settling or compromising claims by the Retirees in this CCAA proceeding and Cavalluzzo Hayes Shilton McIntyre and Cornish LLP ("CHSMC") as representative counsel to represent the Retirees in this CCAA proceeding.

2. As a Retiree, I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief.

Background

3. I began working with Niagara Television Limited, then owned by Selkirk Holdings, for what became CHCHTV in 1961. I was employed by Niagara Television Limited, later McLean Hunter, later Western International Communications ("WIC") until 1997 (collectively, "CHCHTV").
4. I joined CHCHTV in 1961 as a Television Assistant, a unionized position. Later, I began working as a producer of television and commercial programming, and was no longer part of the union, nor was I a member of

the union at the time of my retirement. In 1985, I was promoted to Manager of Production Services, and in 1987, to Program Manager. I was later promoted to Vice-President of Production, and, ultimately, Vice-President of Promotion and Programming, the position I held when I retired.

5. As an employee of CHCHTV, I contributed to the Global Communications Limited Retirement Plan for CH Employees (the "CH Plan"). I now draw a pension from the CH Plan. In addition, I receive post-retirement benefits, including Dental, Vision, Drug, and Extended Health insurance (the "PRB").

Sale of CHCH

6. CHCHTV was acquired by the CMI Entities in 2000, when it purchased WIC's television assets. The CMI Entities owned the station until August 31, 2009, when it was purchased by Channel Zero. As a condition of that sale, Channel Zero did not take responsibility for the CH Plan.
7. Accordingly, the CMI Entities purported to terminate the CH Plan as of August 31, 2009.

Canwest's CCAA Protection

8. On October 6, 2009, the CMI Entities obtained an order pursuant to the CCAA staying all proceedings and claims against them (the "Initial Order"). Pursuant to the Initial Order, the CMI Entities are entitled, but not required, to make payments to the employee and retiree benefits plans.
9. As a Retiree and recipient of PRB, I have a direct interest in the outcome of Canwest's CCAA restructuring. My pension from the CH Plan and other benefits are at risk in this proceeding. I have recently been informed that my PRB will be terminated effective November 13, 2009.

10. It is my view that as former employees of CHCH TV, we worked in good faith for our employer, and contributed to the pension plan in the belief that our employer would protect our pension and other benefits. It is upsetting that our benefits are at risk in this proceeding, and we as the proposed Representatives would like to assist other Retirees in ensuring that the interests of the Retirees are not forgotten in this proceeding.

Development of the CH Retirees Committee

11. I first became involved with a group of former employees of CHCHTV (the "CH Retirees") in July 2009, after I became aware of the CMI Entities' financial situation and the risk to the CH Plan through communications with fellow retirees. I began attending the CH Retirees meetings.
12. The CH Retirees have recently established a steering committee, the CHCTV Retirees Pension Steering Committee, consisting of Harry Carson, Kathy Renwald, Ken Smith, Carol Thomas, Bob Ireland, David Cremaso, and Rose Stricker. This steering committee is designed to be as diverse as possible, representing formerly unionized and non-unionized members, deferred vested members, recently retired members and long-term retirees. We have recently made an effort to contact other deferred vested retirees. In total, approximately 100 former employees of CHCHTV are involved.
13. The CH Retirees group has undertaken two major roles: one, to ensure that retirees and other CH Plan members are informed regarding the status of their pension plan, and two, to advocate on behalf of the retirees in the media, to our Members of Parliament, and before OSFI.
14. A website has been established to ensure that CH retirees are informed at www.chch11retirees.ca. On that website, a number of informational bulletins, prepared by the Committee with the assistance of our legal counsel, on topics such as pension rights, pension plan terminations, and

the Canwest restructuring, have been posted. As well, a number of press releases have been issued to the media to raise awareness of the issues faced by the CH Plan.

15. At the time that the CH Plan was purported to be terminated, the CH Plan was underfunded, and Canwest announced that it would not be fully funding the CH Plan on wind-up. The Committee undertook a letter writing campaign to Members of Parliament and to the Federal Finance Minister to address this issue.

The Proposed Representatives and Representative Counsel

16. Appointing the Representatives and CHSMC as counsel, with their recommended expert advisors, will provide resources for information gathering and distribution to a diverse membership. The Representatives and counsel can attend and advocate for the interests of the Retirees in court proceedings, and ensure that the process is monitored, with regular reports to the membership as necessary. The Representatives and counsel can negotiate with the other stakeholders in the proceeding and provide representation in all areas of the Retirees' interests.
17. I am advised by Hugh O'Reilly of CHSMC and verily believe that if the Representatives are appointed, a larger committee will be established with representatives from each of the relevant major population centers where Retirees affected by this CCAA proceeding reside. A union representative will also be appointed to this committee, as well as the Representatives. Together, this committee will be able to fully reflect the diversity of the Retirees and be representative of and responsive to the concerns of the Retirees.
18. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will establish a toll-free hotline for the Retirees where the Retirees can call

and obtain information regarding the process. This hotline will be monitored and maintained by CHSMC staff.

19. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will establish a website for the Retirees which the Retirees can visit and obtain information regarding the process. This website will be monitored, updated and maintained by CHSMC staff.
20. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, is willing to undertake travel to each of the relevant major population centers where Retirees affected by this CCAA proceeding reside to conduct meeting and information sessions regarding this CCAA Proceeding.
21. I am also advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will retain Fred Holmes, an independent benefits consultant with great experience in benefits issues in restructuring, and Teck Go, an actuary with many years of experience in the pension and benefits industry, to assist the Retirees.
22. The expert advisors retained by the Representatives can assist the Retirees in understanding the CCAA process and in particular the claims process. Such assistance will allow the Retirees comfort that they may access the claims process with a full understanding of their rights, and the calculations and formulas used to arriving at the values of their claims. Such assistance would not normally be available to individual members of the Retirees without great expense. Without such assistance, many Retirees may be reluctant to make claims or further participate in the process due to the confusing and onerous nature of the process.

- 23. I support the appointment of myself, Rose Stricker and David Cremasco as representatives to Retirees and the appointment of CHSMC as representative counsel for Retirees.

- 24. I make this affidavit in good faith and in support of this motion to appoint myself, Rose Stricker and David Cremasco as representatives for Retirees and CMSMC as representative counsel for Retirees and for no improper purpose.

SWORN BEFORE ME at the City
 Of ~~Barrie~~ ^{Burlington}, in the Province of Ontario,
 this 22 day of October, 2009.

Jean-Rodrigue Yoboua
 A Commissioner, etc.

Lawrence Schnurr
 Lawrence Schnurr

Jean-Rodrigue Aman Yoboua, a
 Commissioner etc., Province of Ontario,
 while a student-at-law.
 Expires June 10, 2012.

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 SCHEDULE "A" TO THE INITIAL ORDER (the "Applicants")

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Toronto

AFFIDAVIT OF LAWRENCE SCHNURR

**CAVALLUZZO HAYES SHILTON
MCINTYRE & CORNISH LLP**
Barristers & Solicitors
474 Bathurst Street, Suite 300
Toronto, ON M5T 2S6

**Hugh O'Reilly, LSUC #36271V
Amanda Darrach, LSUC #512570**

Tel: (416) 964-1115
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Lawyers for the Retirees

Tab 4

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**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 SCHEDULE "A" TO THE INITIAL
ORDER (the "Applicants")**

**AFFIDAVIT OF ROSE STRICKER
(sworn October 22, 2009)**

I, Rose Stricker, of the City of Hamilton in the Province of Ontario, MAKE OATH AND SAY:

1. I am a former employee of one of the Applicants in these proceedings (collectively, with the Partnerships set out in Schedule "B" to the Initial Order, the "CMI Entities"). I swear this affidavit in support of the motion by the CMI Entities for a representative and funding order to appoint Rose Stricker, David Cremasco and Lawrence Schnurr (the "Representatives") as representatives on behalf of:
 - (a) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are in receipt of a pension from a registered or unregistered pension plan sponsored by a CMI Entity,
 - (b) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are entitled to receive a deferred vested pension

from a registered or unregistered pension plan sponsored by a CMI Entity, and

- (c) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who were, immediately before October 6, 2009 (the "Filing Date"), entitled to receive non-pension benefits from a CMI Entity,

but excluding any former employees of the CMI Entities who were represented by the Communications, Energy and Paperworkers Union while employed and who are not entitled to benefits under the CH Plan, as hereinafter defined (collectively, the "Retirees"), in this CCAA proceeding, in any proceeding under the *Bankruptcy and Insolvency Act (Canada)* or in any other proceeding which has been or may be brought before this Honourable Court, including without limitation, for the purpose of settling or compromising claims by the Retirees in this CCAA proceeding and Cavalluzzo Hayes Shilton McIntyre and Cornish LLP ("CHSMC") as representative counsel to represent the Retirees in this CCAA proceeding.

2. As a Retiree, I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief.

Background

3. I began working with Niagara Television Limited, then owned by Selkirk Holdings, for what became CHCHTV in December 1973. I was employed by Niagara Television Limited, later McLean Hunter, and later Western International Communications ("WIC") until March, 1993 (collectively, "CHCHTV").
4. I joined CHCHTV as an associate producer of community programming, specifically a locally focused program called Midday. I was later promoted

to full producer, and my role broadened to producing community programming generally, such as programming to fund raise and raise the profile as groups such as the Canadian Cancer Society, the Ontario Heart and Stroke Foundation, the United Way, and Hamilton Police Services. At various points in my career, I was also an executive producer, director and on-camera interviewer. Among other things, I wrote and produced the award-winning public appeals broadcast, "The Abduction of Kristen French".

5. In 1988, I was promoted to Vice-President of Publicity and Promotion, where I was responsible for strategies to promote public programming, and advocacy on behalf of the station before the CRTC. I left CHTV in 1993, after the acquisition of the station by WIC.
6. Since 1993, I have been involved in media in a number of roles. Currently, I am employed as a Criminal Intelligence Analyst for the Royal Canadian Mounted Police, which has been my employer since 1999.
7. I was not a member of a union during my employment with CHCHTV.
8. As an employee of CHCHTV, I contributed to the Global Communications Limited Retirement Plan for CH Employees (the "CH Plan"). When I left the company, I left my pension entitlement in the CH Plan. As such, I am a deferred vested member with assets remaining the in CH Plan.

Sale of CHCH

9. CHCHTV was acquired by Canwest in 2000, when it purchased WIC's television assets. The CMI Entities owned the station until August 31, 2009, when it was purchased by Channel Zero. As a condition of that sale, Channel Zero did not take responsibility for the CH Plan.

10. Accordingly, the CMI Entities purported to terminate the CH Plan as of August 31, 2009.

Canwest's CCAA Protection

11. On October 6, 2009, the CMI Entities obtained an order pursuant to the CCAA staying all proceedings and claims against them (the "Initial Order"). Pursuant to the Initial Order, Canwest is entitled, but not required, to make payments to the employee and retiree benefits plans.
12. As a deferred vested member with assets remaining in the CH Plan, I have a direct interest in the outcome of Canwest's CCAA restructuring. My pension benefits are at risk in this proceeding. It is my view that as former employees of CHCHTV, we worked in good faith for our employer, and contributed to the pension plan in the belief that our employer would protect our pension and other benefits. It is upsetting that our benefits are at risk in this proceeding, and we as the proposed Representatives would like to assist other Retirees in ensuring that the interests of the Retirees are not forgotten in this proceeding.

Development of the CH Retirees Committee

13. I first became involved with the group of former CHCHTV employees (the "CH Retirees") in April 2009, after I became aware of the CMI Entities' financial situation and the risk to the CH Plan through media reports. After corresponding with Human Resources at CHCHTV, and attending an information session, I attended a CH Retirees meeting, where Hugh O'Reilly of CHSMC was presenting.
14. At that meeting, I volunteered my time and expertise in media relations, in order to assist with the advocacy efforts the retiree group was undertaking.

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15. We have recently established a steering committee, the CHCTV Retirees Pension Steering Committee (the "Committee"), consisting of Harry Carson, Kathy Renwald, Ken Smith, Carol Thomas, Bob Ireland, David Cremaso, and me. This steering committee is designed to be as diverse as possible, representing formerly unionized and non-unionized members, deferred vested members, recently retired members and long-term retirees. We have recently made an effort to contact other deferred vested retirees like myself. In total, we represent approximately 100 former employees of CHCHTV.
 16. Together as a Committee we have undertaken two major roles: one, to ensure that retirees and other CH Plan members are informed regarding the status of their pension plan, and two, to advocate on behalf of the retirees in the media, to our Members of Parliament, and before OSFI.
 17. We have established a website to ensure that CH Retirees are informed at www.chch11retirees.ca. On that website, we have posted a number of informational bulletins, prepared by the Committee with the assistance of our legal counsel, on topics such as pension rights, pension plan terminations, and the Canwest restructuring. We have also issued a number of press releases to the media to raise awareness of the issues faced by the CH Plan.
 18. At the time that the CH Plan was purported to be terminated, the CH Plan was underfunded, and Canwest announced that it would not be fully funding the CH Plan on wind-up. The Committee undertook a letter writing campaign to Members of Parliament and to the Federal Finance Minister to address this issue.

The Proposed Representatives and Representative Counsel

19. Appointing the Representatives and CHSMC as counsel, with their recommended expert advisors, will provide resources for information gathering and distribution to a diverse membership. The Representatives and counsel can attend and advocate for the interests of the Retirees in court proceedings, and ensure that the process is monitored, with regular reports to the membership as necessary. The Representatives and counsel can negotiate with the other stakeholders in the proceeding and provide representation in all areas of the Retirees' interests.
20. I am advised by Hugh O'Reilly and verily believe that if the Representatives are appointed, a larger committee will be established with representatives from each of the relevant major population centers where Retirees affected by this CCAA proceeding reside. A union representative will also be appointed to this committee, as well as the Representatives. Together, this committee will be able to fully reflect the diversity of the Retirees and be representative of and responsive to the concerns of the Retirees.
21. I am advised by Hugh O'Reilly of CHSMC and verily believe that CHSMC, if appointed, will establish a toll-free hotline for the Retirees where the Retirees can call and obtain information regarding the process. This hotline will be monitored and maintained by CHSMC staff.
22. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will establish a website for the Retirees which the Retirees can visit and obtain information regarding the process. This website will be monitored, updated and maintained by CHSMC staff.
23. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, is willing to undertake travel to each of the relevant major population centers

where Retirees affected by this CCAA proceeding reside to conduct meeting and information sessions regarding this CCAA Proceeding.

- 24. I am also advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will retain Fred Holmes, an independent benefits consultant with great experience in benefits issues in restructuring, and Teck Go, an actuary with many years of experience in the pension and benefits industry, to assist the Retirees.
- 25. The expert advisors retained by the Representatives can assist the Retirees in understanding the CCAA process and in particular the claims process. Such assistance will allow the Retirees comfort that they may access the claims process with a full understanding of their rights, and the calculations and formulas used to arriving at the values of their claims. Such assistance would not normally be available to individual members of the Retirees without great expense. Without such assistance, many Retirees may be reluctant to make claims or further participate in the process due to the confusing and onerous nature of the process.
- 26. I support the appointment of myself, David Cremasco and Lawrence Schnurr as representatives to Retirees and the appointment of CHSMC as representative counsel for Retirees.
- 27. I make this affidavit in good faith and in support of this motion to appoint myself, David Cremasco and Lawrence Schnurr as representatives for Retirees and CMSMC as representative counsel for Retirees and for no improper purpose.

SWORN BEFORE ME at the City of Muskoka, in the Province of Ontario, this 22 day of October, 2009.

Jean-Rodrigue Yoboue
A Commissioner, etc.

Rose Stricker
Rose Stricker

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 SCHEDULE "A" TO THE INITIAL ORDER (the "Applicants")

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Toronto

AFFIDAVIT OF ROSE STRICKER

**CAVALLUZZO HAYES SHILTON
MCINTYRE & CORNISH LLP**
Barristers & Solicitors
474 Bathurst Street, Suite 300
Toronto, ON M5T 2S6

**Hugh O'Reilly, LSUC #36271V
Amanda Darrach, LSUC #512570**

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Lawyers for the Retirees

Tab 5

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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

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ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP.
AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A" TO THE INITIAL
ORDER (the "Applicants")**

**AFFIDAVIT OF DAVID CREMASCO
(sworn October 22, 2009)**

I, David Cremasco, of the City of Hamilton in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a former employee of one of the Applicants in these proceedings (collectively, with the Partnerships set out in Schedule "B" to the Initial Order, the "CMI Entities"). I swear this affidavit in support of the motion by the CMI Entities for a representative and funding order to appoint Rose Stricker, David Cremasco and Lawrence Schnurr (the "Representatives") as representatives on behalf of:
 - (a) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are in receipt of a pension from a registered or unregistered pension plan sponsored by a CMI Entity,
 - (b) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who are entitled to receive a deferred vested pension

from a registered or unregistered pension plan sponsored by a CMI Entity, and

- (c) all former employees of the CMI Entities (or their predecessors, as applicable), or the surviving spouses of such former employees if applicable, who were, immediately before October 6, 2009 (the "Filing Date"), entitled to receive non-pension benefits from a CMI Entity,

but excluding any former employees of the CMI Entities who were represented by the Communications, Energy and Paperworkers Union while employed and who are not entitled to benefits under the CH Plan, as hereinafter defined (collectively, the "Retirees"), in this CCAA proceeding, in any proceeding under the *Bankruptcy and Insolvency Act (Canada)* or in any other proceeding which has been or may be brought before this Honourable Court, including without limitation, for the purpose of settling or compromising claims by the Retirees in this CCAA proceeding and Cavalluzzo Hayes Shilton McIntyre and Cornish LLP ("CHSMC") as representative counsel to represent the Retirees in this CCAA proceeding.

- 2. As a Retiree, I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief.

BACKGROUND

- 3. I began working with Niagara Television Limited, then owned by Selkirk Holdings, for what became CHCHTV on August 12, 1968. I was employed by Niagara Television Limited, later McLean Hunter, later Western International Communications ("WIC"), later Canwest Global Communications Corp. until November, 2002 (collectively, "CHCHTV").
- 4. On October 6, 1969, I became a cameraman for CHCHTV, and I remained in that position for the next 33 years. During my time with CHCHTV, I was

heavily involved with our union, the Canadian Association of Broadcast Employees ("CABE"). I rose from shop steward to vice president, to, ultimately, president of CABE, a position I held for over 20 years. I was involved in all aspects of labour relations with CHCHTV, including the negotiation of collective agreements, and the representation of union members in grievances.

5. In 2001, when Global acquired CHCHTV, CABE, in order to best represent our members in negotiations with a large media entity, chose to amalgamate with the Communications, Energy & Paperworkers Union of Canada (the "CEP"), the union that now represents many of the active employees of the Applicants.
6. I retired in November 2002.
7. As an employee of CHCHTV, I contributed to the Global Communications Limited Retirement Plan for CH Employees (the "CH Plan"). I now draw a pension from the CH Plan. In addition, I receive post-retirement benefits, including Dental, Vision, Drug, and Extended Health insurance (the "PRB").
8. Occasionally, I work on a part-time basis as a cameraman for CHCHTV and another local television station in Hamilton, to supplement my retirement income.

Sale of CHCH

9. CHCHTV was acquired by Canwest in 2000, when it purchased WIC's television assets. The CMI Entities kept the station until August 31, 2009, when it was purchased by Channel Zero. As a condition of that sale, Channel Zero did not take responsibility for the CH Plan.

10. Accordingly, the CMI Entities purported to terminate the CH Plan as of August 31, 2009.

Canwest's CCAA Protection

11. On October 6, 2009, the CMI Entities obtained an order pursuant to the CCAA staying all proceedings and claims against them (the "Initial Order"). Pursuant to the Initial Order, Canwest is entitled, but not required, to make payments to the employee and retiree benefits plans.
12. As a Retiree with a pension and PRB entitlement, I have a direct interest in the outcome of the CMI Entities' CCAA restructuring. My pension benefits and PRB are at risk in this proceeding. Along with my wife, I have applied for Canada Pension Plan ("CPP") early retirement benefits, with the lifetime reduction that implies, because I need to augment my retirement savings now for fear that my pension will be reduced and my PRB cancelled. I retired with the belief that I would be provided with the pension and other benefits I had worked for, and I simply want to ensure that I receive those benefits.
13. It is my view that as former employees of CHCH TV, we worked in good faith for our employer and contributed to the pension plan in the belief that our employer would protect our pension and other benefits. It is upsetting that our benefits are at risk in this proceeding, and we as the proposed Representatives would like to assist other Retirees in ensuring that the interests of the Retirees are not forgotten in this proceeding.

Development of the CH Retirees Committee

14. When I first became aware in early 2009 that the CH Plan was in financial trouble, I corresponded with two fellow former employees of CHCHTV, Harry Carson and Ken Smith. Together, we determined that a committee should be formed so that retirees of CHCHTV (the "CH Retirees") could take concerted

action to protect our pension benefits, and so that we could ensure that all retirees were kept informed.

15. After our first large group meeting, it was decided that we should seek legal counsel. I was familiar with CHSMC through their extensive involvement in CAFE, and I was aware of their practice in labour, employment and pensions matters. I approached Hugh O'Reilly, who I knew had been involved in the Air Canada and Canadian Press restructurings, and litigation with respect to retiree benefits and pension plans. Hugh had also previously been involved with assisting us in bargaining matters with respect to the CH Plan. Hugh attended the next committee meeting, and presented his views on the situation we faced and his suggested strategy. Before the meeting, other retirees had other suggestions for legal counsel, but at the end of the meeting, we unanimously determined that we would use CHSMC as our counsel. We held several meetings throughout 2009.
16. We have recently established a steering committee, the CHCTV Retirees Pension Steering Committee (the "Committee"), of which I am the Chair, consisting of Harry Carson, Kathy Renwald, Ken Smith, Carol Thomas, Bob Ireland and Rose Stricker. This steering committee is designed to be as diverse as possible, representing formerly unionized and non-unionized members, deferred vested members, recently retired members and long-term retirees. We have recently made an effort to contact deferred vested retirees. In total, we represent approximately 100 former employees of CHCTV.
17. Together as a Committee we have undertaken two major roles: one, to ensure that retirees and other CH Plan members are informed regarding the status of their pension plan, and two, to advocate on behalf of the retirees in the media, to our Members of Parliament, and before OSFI.

18. We have established a website to ensure that CH retirees are informed at www.chch11retirees.ca. On that website, we have posted a number of informational bulletins, prepared by the Committee with the assistance of our legal counsel, on topics such as pension rights, pension plan terminations, and the Canwest restructuring. We have also issued a number of press releases to the media to raise awareness of the issues faced by the CH Plan.
19. At the time that the CH Plan was purported to be terminated, the CH Plan was underfunded, and Canwest announced that it would not be fully funding the CH Plan on wind-up. The Committee undertook a letter writing campaign to Members of Parliament and to the Federal Finance Minister to address this issue.

The Proposed Representatives and Representative Counsel

20. Appointing the Representatives and CHSMC as counsel, with their recommended expert advisors, will provide resources for information gathering and distribution to a diverse membership. The Representatives and counsel can attend and advocate for the interests of the Retirees in court proceedings, and ensure that the process is monitored, with regular reports to the membership as necessary. The Representatives and counsel can negotiate with the other stakeholders in the proceeding and provide representation in all areas of the Retirees' interests.
21. I am advised by Hugh O'Reilly of CHSMC and verily believe that if the Representatives are appointed, a larger committee will be established with representatives from each of the relevant major population centers where Retirees affected by this CCAA proceeding reside. A union representative will also be appointed to this committee, as well as the Representatives. Together, this committee will be able to fully reflect the diversity of the Retirees and be representative of and responsive to the concerns of the Retirees.

22. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will establish a toll-free hotline for the Retirees where the Retirees can call and obtain information regarding the process. This hotline will be monitored and maintained by CHSMC staff.
23. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will establish a website for the Retirees which the Retirees can visit and obtain information regarding the process. This website will be monitored, updated and maintained by CHSMC staff.
24. I am advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, is willing to undertake travel to each of the relevant major population centers where Retirees affected by this CCAA proceeding reside to conduct meeting and information sessions regarding this CCAA Proceeding.
25. I am also advised by Hugh O'Reilly and verily believe that CHSMC, if appointed, will retain Fred Holmes, an independent benefits consultant with great experience in benefits issues in restructuring, and Teck Go, an actuary with many years of experience in the pension and benefits industry, to assist the Retirees.
26. The expert advisors retained by the Representatives can assist the Retirees in understanding the CCAA process and in particular the claims process. Such assistance will allow the Retirees comfort that they may access the claims process with a full understanding of their rights, and the calculations and formulas used to arriving at the values of their claims. Such assistance would not normally be available to individual members of the Retirees without great expense. Without such assistance, many Retirees may be reluctant to make claims or further participate in the process due to the confusing and onerous nature of the process.

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 SCHEDULE "A" TO THE INITIAL ORDER (the "Applicants")

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Toronto

AFFIDAVIT OF DAVID CREMASCO

**CAVALLUZZO HAYES SHILTON
MCINTYRE & CORNISH LLP**
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474 Bathurst Street, Suite 300
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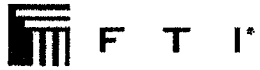
**Hugh O'Reilly, LSUC #36271V
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Lawyers for the Retirees

Tab 6



**CANWEST GLOBAL
COMMUNICATIONS CORP.
AND THE OTHER APPLICANTS
LISTED ON SCHEDULE "A"**

**THIRD REPORT OF FTI CONSULTING CANADA INC.
IN ITS CAPACITY AS MONITOR
October 23, 2009**

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

**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 GLOBAL
COMMUNICATIONS CORP. AND THE OTHER
APPLICANTS LISTED ON SCHEDULE "A"**

**THIRD REPORT OF FTI CONSULTING CANADA INC.
IN ITS CAPACITY AS MONITOR**

October 23, 2009

INTRODUCTION

1. By Order of this Court dated October 6, 2009 (the "**Initial Order**"), Canwest Global Communications Corp. ("**Canwest Global**") and certain of its subsidiaries listed in **Schedule "A"** hereto (collectively the "**Applicants**") obtained protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"). The Initial Order also granted relief in respect of certain affiliated partnerships of the Applicants listed in **Schedule "B"** hereto (collectively, the "**Partnerships**", and together with the Applicants, the "**CMI Entities**") and appointed FTI Consulting Canada Inc. ("**FTI**") as monitor (the "**Monitor**") of the CMI Entities. The proceedings commenced by the CMI Entities under the CCAA will be referred to herein as the "**CCAA Proceedings**".

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2. Following the granting of the Initial Order, on October 6, 2009 and October 15, 2009, the Monitor obtained Orders under Chapter 15 of the *U.S. Bankruptcy Code* from the United States Bankruptcy Court (Southern District of New York) temporarily enjoining certain suppliers, including television production studios, distributors and other key suppliers, from taking certain actions against the CMI Entities, including disrupting the delivery of broadcast signals as a result of the commencement of the CCAA Proceedings.
3. On October 14, 2009, the CMI Entities obtained an Order (the “**Claims Procedure Order**”) establishing a claims procedure for the identification and quantification of certain claims against the CMI Entities and the directors and officers of the Applicants (the “**Claims Procedure**”).
4. The basis of a plan of arrangement for the CMI Entities under the CCAA is a going concern recapitalization transaction, the terms and conditions of which were agreed upon following intensive and extended negotiations between the CMI Entities and the ad hoc committee (the “**Ad Hoc Committee**”) of the CMI Senior Subordinated Noteholders¹.
5. Further background information regarding the CMI Entities and the CCAA Proceedings is provided in, *inter alia*, the Pre-filing Report and in the affidavit of John E. Maguire sworn October 5, 2009, copies of which, together with other materials filed in the CCAA Proceedings, have been posted on the Monitor’s website

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in FTI’s pre-filing report dated October 5, 2009 (the “Pre-filing Report”).

for the CCAA Proceeding at <http://cfcanada.fticonsulting.com/cmi>.

PURPOSE OF THIS REPORT

6. This Third Report is provided in connection with the CMI Entities' motion for the Representation Order (as defined in the affidavit of John E. Maguire sworn October 22, 2009 in support of the CMI Entities' motion (the "**Maguire Affidavit**")) appointing:
- (a) representatives of certain former employees of the CMI Entities (and related parties) with potential claims in respect of various pension and non-pension benefits (as more particularly described in the Maguire Affidavit) (collectively, the "**Retirees**"); and
 - (b) counsel to represent all Retirees in the CCAA Proceedings for any issues affecting the Retirees (the "**Representative Counsel**").

EMPLOYEE RELATED CLAIMS

7. Pursuant to the Initial Order the CMI Entities are permitted to pay the following wages and benefits incurred before and after the date of the Initial Order, and since the date of the Initial Order the CMI Entities have paid and intend to continue to pay:
- (a) salaries, commissions, bonuses and outstanding employee expenses;
 - (b) current service and special payments with respect to the active DB Pension Plans; and
 - (c) post-employment and post-retirement benefit payments to former employees

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who were represented by a union when they were employed by the CMI Entities.

8. The CMI Entities, however, have discontinued, intend to discontinue making or are currently not funded to make payments in connection with the following employee-related obligations following the commencement of the CCAA Proceedings:
 - (a) post-employment and post-retirement benefits, most notably health, dental and term life insurance benefits payable to approximately 81 former non-unionized employees;
 - (b) top-up pension obligations to approximately 2 former employees pursuant to the Canwest Global Communications Corp. and Related Companies Retirement Compensation Arrangement Plan; and
 - (c) fund the shortfall or any other related claims arising from the termination of the Global Communications Limited Retirement Plan for CH Employees (the "CH Employees Plan") effective August 31, 2009 which as at the date of termination had approximately 120 members.

9. All of the CMI Entities' former employees affected by the CMI Entities' discontinuation of the payments referenced above are dealt with by the terms of the Representation Order.

REPRESENTATION ORDER

10. As detailed in the Maguire Affidavit, the appointment of a single counsel to represent the interests of all Retirees, including the CH Retirees, should result in increased efficiencies in the CCAA Proceedings. For those reasons, and the reasons set out in paragraphs 17 to 23 and 27 of the Maguire Affidavit, the Monitor supports the appointment of Cavalluzzo Hayes Shilton McIntyre & Cornish LLP ("**Cavalluzzo LLP**") as Representative Counsel and the payment of their reasonable legal, actuarial, expert, advisory and other incidental fees and disbursements incurred on a monthly basis by the CMI Entities. The Monitor also agrees with the proposed term of the Representation Order setting out the Representative Counsel's obligations to seek instructions from the Retirees.
11. Similarly, for the reasons set out in paragraph 24 of the Maguire Affidavit, the Monitor supports the appointment of David Cremasco, Rose Stricker and Lawrence Schnurr (the "**Representatives**") as representatives of the Retirees in the CCAA Proceedings.
12. The proposed exception of former members of the Communications, Energy and Paper-workers Union of Canada who were employed by the CMI Entities, other than former employees who were participants of the CH Employees Plan, from the application of the proposed Representation Order appears reasonable for the reasons set out in paragraphs 25 and 26 of the Maguire Affidavit.

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13. The Monitor has reviewed the notice provisions proposed by the CMI Entities to notify the Retirees of the Representation Order and the proposed procedures for the Retirees to opt-out of the representation by the Representatives and/or the Representative Counsel and believes they are reasonable.
14. The Monitor is advised that the Ad Hoc Committee and the DIP Lender have agreed to the proposed terms of the Representation Order.

RECOMMENDATION AND CONCLUSION

15. Accordingly, the Monitor respectfully recommends that this Honourable Court grant the Representation Order substantially in the form attached to the CMI Entities' motion record.

All of which is respectfully submitted this 23rd of October, 2009.

FTI Consulting Canada Inc.,

in its capacity as the proposed Monitor of Canwest Global Communications Corp. and the other Applicants listed in Schedule "A" and Partnerships listed in Schedule "B"

Per



Greg Watson
Senior Managing Director

Schedule "A"**The Applicants**

1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. 30109, LLC
4. 4501063 Canada Inc.
5. 4501071 Canada Inc.
6. Canwest Finance Inc./Financiere Canwest Inc.
7. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
8. Canwest International Communications Inc.
9. Canwest International Distribution Limited
10. Canwest International Management Inc.
11. Canwest Irish Holdings (Barbados) Inc.
12. Canwest MediaWorks Turkish Holdings (Netherlands) B.V.
13. Canwest MediaWorks (US) Holdings Corp.
14. Canwest Television GP Inc.
15. CGS Debenture Holding (Netherlands) B.V.
16. CGS International Holdings (Netherlands) B.V.
17. CGS NZ Radio Shareholding (Netherlands) B.V.
18. CGS Shareholding (Netherlands) B.V.
19. Fox Sports World Canada Holdco Inc.
20. Global Centre Inc.
21. MBS Productions Inc.
22. Multisound Publishers Ltd.
23. National Post Holdings Ltd.
24. Western Communications Inc.
25. Yellow Card Productions Inc.

Schedule "B"**Partnerships**

1. Canwest Television Limited Partnership
2. Fox Sports World Canada Partnership
3. The National Post Company/La Publication National Post

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"

APPLICANTS

Ontario

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

RESPONDING MOTION RECORD OF THE CMI ENTITIES
(CEP Motion for Leave to Appeal)
Volume 1 of 2

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