

PART C

- Men TV (Category 1)

Licence to be issued to GP Inc. (the general partner) and New Canwest (the limited partner), carrying on business as CTLP, and TVA Group Inc., partners in a general partnership carrying on business as Men TV General Partnership.

The current licensee is GP Inc. (the general partner) and CMI (the limited partner), carrying on business as CTLP, and TVA Group Inc., partners in a general partnership carrying on business as Men TV General Partnership.

PART D

- Mystery (Category 1)

Licence to be issued to GP Inc. (the general partner) and New Canwest (the limited partner), carrying on business as CTLP, and TVA Group Inc., partners in a general partnership carrying on business as Mystery Partnership.

The current licensee is GP Inc. (the general partner) and CMI (the limited partner), carrying on business as CTLP, and TVA Group Inc., partners in a general partnership carrying on business as Mystery Partnership.

PART E

- TVtropolis (Analog Speciality – formerly known as Prime TV)

Licence to be issued to GP Inc. (the general partner) and New Canwest (the limited partner), carrying on business as CTLP, and Rogers Communications Inc., partners in a general partnership carrying on business as TVtropolis General Partnership.

The current licensee is GP Inc. (the general partner) and CMI (the limited partner), carrying on business as CTLP, and Rogers Communications Inc., partners in a general partnership carrying on business as TVtropolis General Partnership.

Stations Associated Transmitters

PROV	CITY	STATION	CALL SIGN
BC	VANCOUVER	CHAN	CHAN-TV
BC	VANCOUVER	CHAN	CHAN-DT
BC	CHILLIWACK	CHAN	CHAN-TV-1
BC	BOWEN ISLAND	CHAN	CHAN-TV-2
BC	SQUAMISH	CHAN	CHAN-TV-3
BC	COURTENAY	CHAN	CHAN-TV-4
BC	BRACKENDALE	CHAN	CHAN-TV-5
BC	WILSON CREEK	CHAN	CHAN-TV-6
BC	WHISTLER	CHAN	CHAN-TV-7
BC	100 MILE HOUSE	CHAN	CITM-TV
BC	WILLIAMS LAKE	CHAN	CITM-TV-1
BC	QUESNEL	CHAN	CITM-TV-2
BC	KELOWNA	CHAN	CHKL-TV
BC	PENTICTON	CHAN	CHKL-TV-1
BC	VERNON	CHAN	CHKL-TV-2
BC	REVELSTOKE	CHAN	CHKL-TV-3
BC	OLIVER/OSOYOOS	CHAN	CKKM-TV
BC	SANTA ROSA	CHAN	CISR-TV
BC	GRAND FORKS	CHAN	CISR-TV-1
BC	TRAIL	CHAN	CKTN-TV
BC	CASTLEGAR	CHAN	CKTN-TV-1
BC	TAGHUM	CHAN	CKTN-TV-2
BC	NELSON	CHAN	CKTN-TV-3
BC	CRESTON	CHAN	CKTN-TV-4
BC	KAMLOOPS	CHAN	CHKM-TV
BC	PRITCHARD	CHAN	CHKM-TV-1
BC	PR. GEORGE	CHAN	CIFG-TV
BC	KELOWNA	CHBC	CHBC-TV
BC	PENTICTON	CHBC	CHBC-TV-1
BC	VERNON	CHBC	CHBC-TV-2
BC	OLIVER	CHBC	CHBC-TV-3
BC	SALMON ARM	CHBC	CHBC-TV-4
BC	ENDERBY	CHBC	CHBC-TV-5
BC	CELISTA	CHBC	CHBC-TV-6
BC	SKAHA LAKE (Nk'Wala)	CHBC	CHBC-TV-7
BC	CANOE	CHBC	CHBC-TV-8
BC	APEX MOUNTAIN	CHBC	CHBC-TV-9
BC	REVELSTOKE	CHBC	CHRP-TV-2
AB	CALGARY	CICT	CICT-TV
AB	CALGARY	CICT	CICT-DT
AB	DRUMHELLER	CICT	CICT-TV-1
AB	BANFF	CICT	CICT-TV-2
AB	LETHBRIDGE	CISA	CISA-TV
AB	BURMIS	CISA	CISA-TV-1
AB	BROOKS	CISA	CISA-TV-2
AB	COLEMAN	CISA	CISA-TV-3
AB	WATERTON PARK	CISA	CISA-TV-4
AB	PINCHER CREEK	CISA	CISA-TV-5
AB	EDMONTON	CITV	CITV-TV
AB	EDMONTON	CITV	CITV-DT
AB	RED DEER	CIVT	CITV-TV-1
SA	REGINA	CFRE	CFRE-TV
SA	FORT QU'APPELLE	CFRE	CFRE-TV-2

PROV	CITY	STATION	CALL SIGN
SA	SASKATOON	CFSK	CFSK-TV
MB	WINNIPEG	CKND	CKND-TV
MB	MINNEDOSA	CKND	CKND-TV-2
ON	TORONTO	CIII	CIII-TV-41
ON	TORONTO	CIII	CIII-DT-41
ON	PARIS	CIII	CIII-TV
ON	BANCROFT	CIII	CIII-TV-2
ON	OWEN SOUND	CIII	CIII-TV-4
ON	OTTAWA	CIII	CIII-TV-6
ON	MIDLAND	CIII	CIII-TV-7
ON	S. S. MARIE	CIII	CIII-TV-12
ON	TIMMINS	CIII	CIII-TV-13
ON	STEVENSON	CIII	CIII-TV-22
ON	PETERBOROUGH	CIII	CIII-TV-27
ON	SARNIA (Oil Springs)	CIII	CIII-TV-29
ON	FORT ERIE	CIII	CIII-TV-55
ON	SUDBURY	CIII	CFGC-TV
ON	NORTH BAY	CIII	CFGC-TV-2
QU	MONTREAL	CKMI	CKMI-TV-1
QU	QUEBEC	CKMI	CKMI-TV
QU	SHERBROOKE	CKMI	CKMI-TV-2
NS	HALIFAX	CIHF	CIHF-TV
NB	FREDERICTON	CIHF	CIHF-TV-1
NB	SAINT JOHN	CIHF	CIHF-TV-2
NB	MONCTON	CIHF	CIHF-TV-3
NS	TRURO	CIHF	CIHF-TV-4
NS	WOLFVILLE	CIHF	CIHF-TV-5
NS	BRIDGEWATER	CIHG	CIHF-TV-6
NS	SYDNEY	CIHF	CIHF-TV-7
NS	NEW GLASGOW	CIHF	CIHF-TV-8
NS	SHELBURNE	CIHF	CIHF-TV-9
NS	YARMOUTH	CIHF	CIHF-TV-10
NB	WOODSTOCK	CIHF	CIHF-TV-11
NB	ST STEPHEN	CIHF	CIHF-TV-12
NB	MIRAMICHI	CIHF	CIHF-TV-13
PE	CHARLOTTE TOWN	CIHF	CIHF-TV-14
NS	ANTIGONISH	CIHF	CIHF-TV-15
NS	MULGRAVE	CIHF	CIHF-TV-16

SCHEDULE D.3

NEW CANWEST LIABILITIES

The following liabilities and obligations shall constitute the New Canwest Liabilities:





1. The obligations of CMI at the Plan Implementation Date as the limited partner under the CTLP Limited Partnership Agreement.
2. All amounts payable by CMI under the Shared Services Agreement and/or the Omnibus Transition and Reorganization Agreement, and any future obligations thereunder.
3. The debts, liabilities and other obligations of CMI under all contracts constituting part of the New Canwest Assets, including Other Canwest Assets.
4. The Insured Litigation Deductibles.
5. Business-Related Post-Filing Claims.
6. The liabilities and obligations of CMI under the Trademarks Licence Agreement and the Trademarks Licence and under section 6.4 of the Omnibus Transition and Reorganization Agreement, and the liabilities and obligations of CMI under the CW Media Trademarks Licence Agreements.
7. The liabilities and obligations of CMI as a participating employer (if a participating employer) under the pension and group benefit plans listed on Schedules D.7 and D.8, and including provision of post retirement benefits to Tom Strike, John Maguire and Richard Leipsic as set out on Schedule "A" to their KERPs, together with the thirty (30) day post termination benefits made available to the April 28 Severance Schedule Employees.
8. The liabilities and obligations of CMI under the Management and Administrative Services Agreement.

For greater certainty, the New Canwest Liabilities shall not include any obligations or liabilities under or in respect of the Head Office Lease.


SCHEDULE D.4

TRADEMARKS

1. The corporate name "Canwest".
2. The trademark CANWEST and all registrations and applications for trademarks consisting of or incorporating CANWEST (including the trademarks listed below), and any associated trademarks, including for greater certainty any domain names which consist of or incorporate any such trademarks.

Trademark	Goods	Status	Country	Owner on Record (Name Reporter)	Application Submit Date	Application Number	Registration Date	Registration Number (TMA)
CANWEST	Services	Pending	US	Canwest	12-Dec-07	77350298		
CANWEST	Wares Services	Registered	EU	Canwest	13-Nov-07	6508857	12-Mar-09	6508857
CANWEST	Services	Registered	CAN	Canwest	22-Jul-87	588487	30-Sep-88	345425
CANWEST & DESIGN (Horizontal Reverse Colour) 	Wares Services	Pending	CAN	Canwest	17-Mar-08	1387463		
CANWEST & Design (Horizontal) 	Wares Services	Pending	CAN	Canwest	13-Nov-07	1371544		
CANWEST & DESIGN (Stacked Reverse Color) 	Wares Services	Pending	CAN	Canwest	17-Mar-08	1387462		
CANWEST & DESIGN (Stacked) 	Wares Services	Pending	CAN	Canwest	13-Nov-07	1371539		

CANWEST DESIGN (Stacked)  Canwest	&	Wares Services	Pending	US	Canwest	13-May-08	77473558		
CANWEST DESIGN (Stacked)	&	Wares Services	Registered	EU	Canwest.	13-May-08	6911499	23-Mar-09	6911499
CANWEST HONEYCOMB DESIGN (Horizontal)	&	Wares Services	Advertised	EU	Canwest	13-May-08	6911663		
CANWEST HONEYCOMB DESIGN (Horizontal)  Canwest	&	Wares Services	Pending	US	Canwest	13-May-08	77473523		
CANWEST HONEYCOMB REVERSE DESIGN (Horizontal)	&		Advertised	EU	Canwest	15-Sep-08	7233414		
CANWEST HONEYCOMB REVERSE DESIGN (Stacked)  Canwest	&	Wares Services	Pending	US	Canwest	15-Sep-08	77570161		
CANWEST DESIGN		Wares Services	Allowed	US	Canwest	12-Dec-07	77350392		
CANWEST DESIGN (Design only)			Pending	EU	Canwest	12-Dec-07	65509376		
CANWEST MEDIA		Wares Services	Pending	TUR	Canwest	25--Jun-07			
CANWEST MEDIA		Wares Services	Pending	US	Canwest.	25-Jun-07	77214597		
CANWEST MEDIA		Wares Services	Registered	EU	Canwest	25-Jun-07	6037493	29-Jan-09	6037493
CANWEST MEDIA		Wares Services	Registered	EU	Canwest			9-Feb-09	006037593

CANWEST MEDIA	Wares Services	Approved	CAN	Canwest	02-Mar-07	1338289		
CANWEST MEDIA & DESIGN	Wares Services	Pending	TUR	Canwest	25-Jun-07			
CANWEST MEDIA & DESIGN	Wares Services	Registered	EU	Canwest	25-Jun-07	6037576	9-Feb-09	6037576
CANWEST.COM	Services	Registered	CAN	Canwest	19-Apr-99	1012375	7-Feb-01	540936
CANWESTGLOBAL.COM	Services	Registered	CAN	Canwest	19-Apr-99	1012374	7-Feb-01	540938
CGBI & DESIGN 	Wares Services	Registered	CAN	Canwest	30-Apr-01	1100966	19-Nov-03	595071
CW MEDIA	Wares Services	Allowed	CAN	Canwest	14-Feb-07	1335328		
HONEYCOMB (CANWEST) DESIGN	Wares Services	Allowed	AU	Canwest	19-Dec-07	1216601		
HONEYCOMB (CANWEST) DESIGN	Wares Services	Allowed	EU	Canwest	12-Dec-07	65098376		

SCHEDULE D.5**OTHER CANWEST ASSETS**

1. Canwest's interest in the naming and promotion agreement dated October 30, 1998, among Canwest, Canwest Television Inc., Riverside Park Management Inc., and Winnipeg Goldeyes Baseball Club Inc. and any amendment or supplement thereto, together with the related Display Rental Agreement dated February 28, 2006, between Canwest and Jim Pattison Industries Ltd., Re: Canwest Global Park.
2. Canwest's interest in the deed of gift agreement dated May 28, 1998, among Canwest, Canwest Television Inc. and Manitoba Theatre For Young People Inc. and any amendment or supplement thereto, together with the related Display Rental Agreement dated February 28, 2006, between Canwest and Jim Pattison Industries Ltd., Re: Canwest Global Performing Arts Centre.
3. All art work owned by Canwest and/or CMI.

SCHEDULE D.6

COPYRIGHTS AND OTHER IP

Canwest Global Communications Corp.

Type	Title	Registration No.	Owner
Copyright	The Minnedosa Kid	464476	Canwest Global Communications Corp.
Copyright	The CanWest Global Story: The First Twenty Years	464475	Canwest Global Communications Corp.

Canwest Media Inc. (formerly CanWest MediaWorks Inc.)

Type	Title	Registration No.	Owner
Grant of Interest	Stunt	1051367	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Warrior Class	1051366	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Two Coreys	1051365	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	TV Match-Up	1051364	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	TV Made Me Do It	1051363	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Tube Tales	1051362	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	True Pulp Murder	1051361	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Stolen Sisters	1051360	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Still Longshots	1051359	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)

			CanWest MediaWorks Inc.)
Grant of Interest	Stars and Their Idols	1051358	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Shaye	1051356	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Homefront	1051302	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Painkiller Jane	1051301	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	RenegadePress.com Season IV	1051300	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Pretty Dangerous Season II	1051299	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Playing the Odds	1051298	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Tribute: The Next Best Thing	1051297	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Making the Cut	1051296	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Jane Show Season II	1051295	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	James Bond: The True Story	1051294	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	From the Ground Up with Debbie Travis Season II	1051293	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	From the Ground Up with Debbie Travis Season II	1051292	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	DecAIDS: Anything is Possible	1051291	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Death In The Forest	1051290	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Cure for Love	1051269	Canwest Media Inc. (formerly

			CanWest MediaWorks Inc.)
Grant of Interest	The Bully's Mark	1051268	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Branded: Saving Our Town	1051267	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Ad Persuasion, Season II	1051227	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Are You Smarter than a Canadian Fifth Grader	1053903	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	da Kink in My Dream	1053902	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	TVFlopolis	1053875	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Real Fight Club	1053519	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Final 24 II	1053518	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Final 24 II	1053517	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Up Against the Wal	1053095	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Summit	1052871	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Hip Hop Hope	1052870	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Debt Trap	1052868	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Search & Rescue	1052866	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Hijacked Future	1052865	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Til Death Do Us Part (aka	1052564	Canwest Media Inc. (formerly

	Love You To Death)		CanWest MediaWorks Inc.)
Grant of Interest	Blood and Celluloid: Hollywood's Love Affair with the Vampire	1054958	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Da Kink In My Hair	1043783	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Da Kink In My Hair	1043782	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Best Years	1043729	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Becoming Human	1043689	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Be Real With JR Digs	1043688	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	21 st Annual Gemini Awards	1043687	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The 2005 Gemini Awards Gala	1042062	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Lodge	1042061	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Medium Rare	1042060	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Sabrina's Law	1042059	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Shattered Dreams	1042058	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	That News Show (aka "The News Show" formerly "And Finally")	1042057	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Time Bombs	1042056	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Vanity Insanity, Season II	1042055	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)

Grant of Interest	Breaking Ranks	1042054	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Corporation in the Classroom	1042053	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Durham County 401	1042052	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Durham County 401	1042051	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Inside The Box	1040528	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Ad Persuasion	1040527	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Lost Boys	1040526	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Rich Nation	1040525	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Drug Warriors	1040524	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Somba K'e – Dangerous Rock	1040523	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Next Great Chef – Season II	1040522	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	FANatical	1040521	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Risk Takers	1040520	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Gamer Girlz	1040519	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Falcon Beach – Season II	1040518	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Falcon Beach – Season II	1040517	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)

Grant of Interest	The Calgary Stampede: Treaty #7	1040516	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Calgary Stampede: At The Heart of Centre Stage	1040515	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Diary of a Foreign Correspondent (8 episodes)	1037939	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Very Bad Men (13 episodes)	1037938	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	House & Home Season IX (28 episodes)	1037937	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Diva On A Dime III – comprising 13 episodes	1037267	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Dreamwrecks (26 episodes)	1037006	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Road to Redemption	1036123	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Man Who Fought Back	1036005	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	The Novel Life of Jane – comprising 13 episodes	1036004	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	RenegadePress.com – comprising 9 episodes	1036003	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Ride Guide Bike 2006	1036002	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Running The Goat (aka Was Wente Right?)	1036001	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Health Care 911: The Plight of Immigrant Medical Doctors	1035999	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)
Grant of Interest	Are You Smarter Than A Canadian 5 th Grader?	1054553	Canwest Media Inc. (formerly CanWest MediaWorks Inc.)

Entities with No Canadian Copyrights on Record

Canwest (Canada) Inc. (formerly CanWest MediaWorks (Canada) Inc.)

Publishing LP (formerly CanWest MediaWorks Limited Partnership)

CanWest MediaWorks Limited Partnership

3848671 Canada Limited

Canwest Publishing Inc./Publications Canwest Inc. (formerly CanWest MediaWorks Publications Inc.)

The National Post Company/La Publication National Post

National Post Inc.

4513401 Canada Inc.

Canwest Media Inc. (formerly CanWest MediaWorks Inc., CanWest Communications Enterprises, Inc. and Keigwin Investments Limited)

3815668 Canada Inc.

SCHEDULE D.7

CTLP PENSION PLANS

	Plan	Sponsor
1.	Retirement Plan for Management and Non-Bargaining Unit Employees of Global Communications Limited	CTLP
2.	CanWest Maritime Television Employees Pension Plan	CTLP
3.	Global Communications Limited Retirement Plan for BCTV Staff	CTLP
4.	Global Communications Limited Retirement Plan for BCTV Senior Management	CTLP
5.	Retirement Plan for Bargaining Unit Employees of Global Communications Limited	CTLP
6.	Global Communications Limited Retirement Plan for CHBC Executive	CTLP
7.	Global Communications Limited Retirement Plan for CHBC Staff	CTLP
8.	Global Communications Limited Retirement Plan for CHBC Management	CTLP
9.	Global Communications Limited Retirement Plan for CICT and CISA Employees	CTLP
10.	Global Communications Limited Retirement Plan for Former WIC-Allarcom Employees	CTLP
11.	Global Communications Limited Retirement Plan for Former WIC Designated Executives	CTLP
12.	Global Communications Limited Employees Pension Plan	CTLP

SCHEDULE D.8**CTLP GROUP BENEFIT PLANS**

Group benefit plans providing health, dental, life, AD&D and LTD benefits which include the following contracts/policies:

- Manulife Financial contract number 24132, 24132-A, 24132-C, 24132-D, 24132-E, 24132-F, 24132-J
- Manulife Financial policy number 29704, 29704-A, 29704-C, 29704-D, 29704-E, 29704-F, 29704-J

SCHEDULE E

CONVENIENCE CLASS CLAIM DECLARATION

TO: Canwest Global Communications Corp. (“Canwest”)

AND TO: FTI Consulting Canada Inc., in its capacity as the Monitor

In connection with the consolidated plan of compromise and reorganization of Canwest and Canwest Media Inc. (“CMI”) and certain of their respective subsidiaries pursuant to the Companies’ Creditors Arrangement Act (Canada) (the “Plan”), the undersigned hereby elects to have its Proven Distribution Claim(s) treated as a Convenience Class Claim.

For purposes of this declaration:

- (a) “Proven Distribution Claim” means any Claim (as defined in the Plan) against any CMI Entity accepted for purposes of receiving distributions under the Plan in accordance with the Claims Procedure Order (as defined in the Plan) and the Plan;
- (b) “Convenience Class Claim” means any Proven Distribution Claim in an amount in excess of \$5,000 that the undersigned has elected to value at \$5,000 for purposes of the Plan;

DATED the day of 2010.

(Entity Name)

(Amount of Claim on Notice of Claim)

(Address)

(Signature)

INSTRUCTIONS

1. *This declaration is to be completed by a person who wishes to elect to have his or her Proven Distribution Claim treated as a Convenience Class Claim.*

Please return completed declaration to FTI Consulting Canada Inc. attention Michelle Grech prior to 5:00 p.m. (Toronto time) on July 15, 2010, by mail at Brookfield Place, 79 Wellington Street West, Suite 2010, Toronto, ON, M4K 1G8, Canada or facsimile (416) 649-8101.

SCHEDULE F**EQUITY COMPENSATION PLANS**

1. Canwest Global Communications Corp. Stock Option and Restricted Unit Plan dated November 2, 2007
2. Canwest Global Communications Corp. Amended and Restated Share Compensation Plan
3. Canwest Global Communications Corp. Deferred Share Unit Plan for Non-Executive Directors

SCHEDULE G**MONITOR CERTIFICATE REGARDING
SATISFACTION OF CONDITIONS PRECEDENT****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 AND REORGANIZATION OF
CANWEST GLOBAL COMMUNICATIONS CORP. AND THE OTHER ENTITIES
LISTED ON SCHEDULE A HERETO

APPLICANTS

**CERTIFICATE OF FTI CONSULTING CANADA INC.
AS THE COURT-APPOINTED MONITOR OF THE APPLICANTS**

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Consolidated Plan of Compromise and Arrangement concerning, affecting and involving Canwest Global Communications Corp., Canwest Media Inc., Canwest Television GP Inc., Canwest Television Limited Partnership, Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc., Fox Sports World Canada Holdco Inc., Fox Sports World Canada Partnership, National Post Holdings Ltd., The National Post Company/La Publication National Post, MBS Productions Inc., Yellow Card Productions Inc., Global Centre Inc. and 4501063 Canada Inc. dated as of June 15, 2010 (the "**Plan**"), as the Plan may be amended, varied or supplemented from time to time in accordance with the terms thereof.

Pursuant to Section 6.4 of the Plan, FTI Consulting Canada Inc. in its capacity as the Monitor of the Applicants, hereby delivers to the CMI Entities, the Plan Sponsor and the Ad Hoc Committee this certificate and certifies that it has been informed in writing by the CMI Entities, the Plan Sponsor and the Ad Hoc Committee that all of the Conditions Precedent set out in Section 6.3 of the Plan have been satisfied or (to the extent permitted by law) waived. Pursuant to the terms of the Plan, the Plan Implementation Date has occurred on this day. This Certificate will be filed with the Court and posted on the Website.

DATED at the City of Toronto, in the Province of Ontario, this _____ day of _____, 2010.

FTI CONSULTING CANADA INC. in its
capacity as the Monitor of the CMI Entities

By:

Name:

Title:

**APPENDIX C
CLAIMS PROCEDURE ORDER**

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



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
MADAME JUSTICE PEPALL)

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

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;

- (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 to 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

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;

- (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”

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 "T" 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

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

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;

- (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

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

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

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

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;

- (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

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

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

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

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

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

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

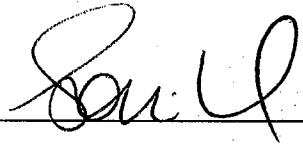
only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this CMI Claims Procedure Order.

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

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: 

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.

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. Canwest 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:

Entity

Amount 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, 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.

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://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 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.

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, 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.

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>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 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"/>	\$	\$

	<u>Claim per</u> <u>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

(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:

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

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

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

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"/> | | |

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.)*

(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.**

(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.

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"

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

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



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
MADAM JUSTICE PEPALL) MONDAY, THE 30TH DAY
 OF NOVEMBER, 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

**ORDER
(Amendment to Claims Procedure Order)**

THIS MOTION, made by Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" hereto (collectively, the "Applicants") and the partnerships listed on Schedule "B" hereto (the "Partnerships" and with the Applicants, the "CMI Entities"), 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 Notice of Motion of the CMI Entities, the Sixth Report of FTI Consulting Canada Inc. its capacity as court-appointed monitor of the CMI Entities (the "Monitor"), and on hearing from counsel for the CMI Entities, the Monitor, the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc., CIT Business Credit Canada Inc., and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed.

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

2. **THIS COURT ORDERS** that paragraph 20 of the Claims Procedure Order dated October 14, 2009 (the "Claims Procedure Order") is hereby amended so that it reads as follows:

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. For purposes of CMI Known Creditors (other than CMI Employees who are dealt with in paragraph 22 below) who were sent a CMI Claims Package after October 22, 2009, the CMI Claims Bar Date shall be deemed to be December 17, 2009 (the "Extended CMI Claims Bar Date"). All references to the CMI Claims Bar Date herein shall be deemed to refer to the Extended CMI Claims Bar Date for such CMI Known Creditors to whom a CMI Claims Package was sent after October 22, 2009.

3. **THIS COURT ORDERS** that paragraph 22 of the Claims Procedure Order is hereby amended so that it reads as follows:

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. For purposes of CMI Employees who were sent a CMI Claims Package after October 22, 2009, the CMI Claims Bar Date shall be deemed to be the Extended CMI Claims Bar Date. All references to the CMI Claims Bar Date herein shall be deemed to refer to the Extended CMI Claims Bar Date for such CMI Employees to whom a CMI Claims Package was sent after October 22, 2009.

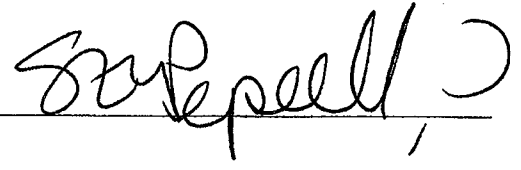
4. **THIS COURT ORDERS** that paragraph 32 of the Claims Procedure Order is hereby amended so that it reads as follows:

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 December 11, 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 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.

5. **THIS COURT ORDERS** that paragraph 33 of the Claims Procedure Order is hereby amended so that it reads as follows:

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 23, 2009 deliver a CMI Notice of Dispute of Revision or Disallowance to the Monitor.



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

NOV 30 2009

PER / PAR: JSC

Joanne Nicoara
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 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

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

ORDER

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Lawyers for the Applicants

F. 1114233

**APPENDIX D
MEETING ORDER**

ISSUED AND ENTERED MEETING ORDER TO BE INSERTED

**APPENDIX E
NOTICE OF APPEARANCE**

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

NOTICE OF APPEARANCE

[*name of individual/party] intends to respond to this Application.

[*date]

[*name of law firm]

Lawyers for **[*name of individual/party]**

TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

NOTICE OF APPEARANCE

[*name of law firm]

Lawyers for [*]

**APPENDIX F
INFORMATION RELATING TO STATUS OF CLAIMS**

Summary of Claims Status for Management Proxy Circular

All in CDN \$ unless otherwise stated^(a)
June 17, 2010

Ordinary Class Creditors

Plan Entities that are not CTLP Plan Entities^(b)

	Accepted Claims		Settlement Pending ^(c)		Unresolved Claims			
	# of creditors	Accepted Value (\$)	# of creditors	Value as per Creditor (\$)	Tentative Settlement Value (\$)	# of creditors	Value as per Company (\$)	Value as per Creditor (\$)
Marker Claims ^(d)	n/a		n/a			n/a ^(d)	\$0.00	TBD
Ordinary Creditor Claims	82	\$78,970,405.13	7	\$4,190,382,800.00	\$14,650,000.00	12	\$963,235.95	\$28,665,380.47 ^(e)

CTLP Plan Entities^(f)

	Accepted Claims		Settlement Pending ^(c)		Unresolved Claims			
	# of creditors	Accepted Value (\$)	# of creditors	Value as per Creditor (\$)	Tentative Settlement Value (\$)	# of creditors	Value as per Company (\$)	Value as per Creditor (\$)
Marker Claims ^(d)	n/a		n/a			n/a ^(d)	\$0.00	TBD
Ordinary Creditor Claims	960	\$66,684,154.62	n/a			61 ^(g)	\$795,394.90	\$3,072,963.11

Notes:

- (a) US\$ claims converted to CDN\$ based on the on an exchange rate of 1.037 based on the average Bank of Canada noon rate for the 10 days preceding June 17, 2010.
- (b) Includes Canwest Global, CMI, 4501063 Canada Inc., MBS Productions, Yellow Card and Global Centre.
- (c) Tentative settlement reached pending finalizing settlement documentation.
- (d) Claims filed by creditors for unknown amounts including one marker claim filed on behalf of all current and former Directors and Officers. Total number of all such current and former Directors and Officers is currently unknown.
- (e) Includes claims filed against CMI in the amount of \$25M filed by certain senior secured lenders (the "LP Senior Lenders") of Publishing LP and certain related entities claiming, among other things, that CMI is liable as a general partner pursuant to section 13(1) of the Limited Partnerships Act (Ontario) for all of Publishing LP's indebtedness to the LP Senior Lenders under their respective agreements with Publishing LP and seeking payment of such indebtedness. CMI has disputed allegations that it took part in the control of the business of Publishing LP or became liable as a general partner thereof, or is indebted to the LP Senior Lenders in connection with Publishing LP's indebtedness. Publishing LP and related entities have commenced separate CCAA proceedings on January 8, 2010 which may result in a recovery to the LP Senior Lenders and reduce, inter alia, Publishing LP's indebtedness to the LP Senior Lenders.
- (f) Includes CTLP, GP Inc., Canwest Broadcasting, Fox Sports Holdco, and Fox Sports.
- (g) Includes claims filed by the Communications, Energy, and Paperworkers Union of Canada on behalf of a currently unknown number of claimants.
- (h) All terms capitalized herein that are not otherwise defined have the meanings given to them in the Management Proxy Circular.

Noteholder Class

Noteholder Class	# of creditors	Total Accepted Claims
Noteholders	unknown ⁽ⁱ⁾	\$442,720,391.26 ⁽ⁱ⁾
Total		\$442,720,391.26

(i) US\$ claims have been converted to CDN\$ based on an exchange rate of 1.037 based on the average Bank of Canada noon rate for the 10 days preceding June 17, 2010.
 (j) Number of Beneficial Noteholders claiming under the Indenture is currently not disclosed.

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

**THIRD SUPPLEMENTARY MOTION RECORD
OF THE APPLICANTS**

(Authorizing the Calling of a Meeting of Affected Creditors)

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